



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

e-TENDER DOCUMENT

FOR

**EXCAVATION, TRANSPORTATION & FEEDING OF ROM INTO
DEPARTMENTALY OPERATED COMPANY'S CRUSHING &
SCREENING PLANT AND OTHR SERVICES FOR PRODUCTION OF
LIMESTONE GITI AT SANU LIMESTONE MINES, DISTT.
JAISALMER**

e-Tender No. RSMM/CO/GGM(C)/Cont-07/2016-17 Dated: 30.06.2016

Issued by:

Gr. General Manager (Contracts)
RSMML, 4- Meera Marg, Udaipur 313004

Cost of Tender Document: 4580 /- (inclusive of VAT)

Date of Downloading of Tender: From 01.07.2016 to 01.08.2016 up to 1:00 pm

Last Date of Online Submission of Tender: 01.08.2016 upto 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 02.08.2016 at 3:30 PM

Registered Office:

C-89/90 Janpath
Lal Kothi Scheme,
Jaipur -302 015
Phone: 0141-2743734
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Corporate Office:

4, Meera Marg
Udaipur - 313 001
Phone: (0294) 2527211, 2528681-85,
Fax : (0294) 2521727, 2560438

SBU & PC, Limestone Office:

8, West Patel Nagar
Circuit House Road
Jodhpur 342011
Phone: (0291) 2511031, 2516199
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RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office: 4- Meera Marg, UDAIPUR – 313 001,

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Email:- contractsco.rsmml@rajasthan.gov.in

Ref. no: -RSMM/CO/ GGM (Cont)/Cont-07/16-17/

Dated: 30.06.2016

e-NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Co-operative Societies (registered under Rajasthan Co-operative Society Act, 1965). Other than registered society (Competent & experienced Individual /Firm/Companies) can also participate in this tender provided they are able to form a Registered Co-operative Society before commencement of work:

Brief Description of work	Estimated Annual Quantity	Period of contract	Bid Security /EMD (Rs)
Excavation, transportation and Feeding of ROM into departmentally operated company's crushing and screening plant, during the notified (by the company) period of shifts, from the earmarked pit, to produce finished product (SMS grade Limestone gitti) and hauling of the rejects/by products to the earmarked pit for backfilling and levelling/ stacking to the original ground level, at Company's Sanu Limestone Mines, Distt. Jaisalmer.	6,00,000 MT	Three Year	Rs. 39.24 Lacs by DD/BG
Cost of tender document is Rs.4580/- (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 sale of documents	From 01.07.2016 to 01.08.2016 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 01.08.2016 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 02.08.2016 at 3.30 pm at C. O. Udaipur		

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

- The tenderer should have minimum turnover of Rs.490.50 lac in any one of the immediate four preceding financial years 2012-13, 2013-14, 2014-15 & 2015-16.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors ", " information about DSC", FAQs & the bidder manual kid " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on sppp.raj.nic.in for the purpose of downloading.

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

In case the tenderer is a Company registered under the Companies Act, then the turnover of the Company shall only be considered. Joint Ventures (JV)/Consortium are also allowed to participate in

this tender subject to the condition that JV/Consortium members would be responsible jointly and/or severally for the execution of the contract and other responsibilities & liabilities arising under this contract.

Further, in such cases, the cumulative turnover of members of JV/Consortium shall be considered in ascertaining eligibility of tenderer. In case of JV/Consortium, the members of JV/Consortium shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of JV/Consortium during the bidding process.

In the event, the bid of JV/Consortium is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11, chapter IV and other relevant provisions of the RTPP Act, 2012 and rules made there under shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

It is mandatory that proprietor/all the partners (in case of partnership firm)/ all the Directors of the company become the members of the society to be constituted to carry out the job. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non-judicial stamp paper of worth Rs.100/- in this respect, without which their offers would not be considered. Further, it is enjoined upon such members that they cannot resign from the society until the contract period is over.

The co-operative society shall be required to deploy the requisite make & model of the equipment to perform the entire scope of work & compliance of the terms & conditions of tender document thereof & to achieve the production target, as given by the company from time to time.

Offers furnished through any other mode shall not be considered. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirement; and/or it is established from company's records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion or financial failures etc.

General Manager (Contracts)

Note: The tenderers are advised to keep visiting our website till due/extended due date(s) of tender for corrigendum/addendum, if any, to the tender. Only DD of EMD, Tender document fees, processing fees and affidavits shall be physically deposited in original to RSMML corporate office and scanned copy of same is to be uploaded with other documents.

SECTION-2 Definitions, Interpretations

2.1 DEFINITIONS:

In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 2.1.1 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** 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.
- 2.1.2 **“Appointing Authority”**, wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.1.4 **“Advisor & Head of SBU &PC –Limestone”** shall mean Group General Manager for the SBU &PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.1.5 **“Group General Manager (Contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor office.
- 2.1.6 **"Unit In-charge"** shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.7 **“Agent”** shall mean the Agent for Limestone Mines notified by the company in this behalf.
- 2.1.8 **“Engineer-In-Charge” or “Officer-In Charge” or “Authorised Officer”** 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 SBU &PC-Limestone.
- 2.1.9 **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority maybe notified in writing to the Contractor by the Company.
- 2.1.10 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Sanu Limestone Mines of Rajasthan State Mines & Minerals Ltd.
- 2.1.11 **"Approved"** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.12 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.13 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, 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.
- 2.1.14 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

- 2.1.15 “**Tenderer or Bidder**” shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the “invitation for tender bid” & shall includes his/its their legal representative, administrators, successors and executors.
- 2.1.16 “**Contractor**” / **Co-operative society**/ “Successful Tenderer”/ “Successful Bidder” shall mean to whom order/Contract have been awarded by RSMML. “Contractor” / “Successful Tenderer”/ “Successful Bidder” includes a Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.1.17 “**Letter of Acceptance**” shall mean intimation by a letter/ telegram/fax/e-mail to successful bidder /tenderer that his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.18 “**Works**” shall mean and include excavation, removal, transportation, disposal, dumping, dozing, leveling and spreading etc. of overburden at the specified/place/s construction and maintenance of approach/ haul roads and other allied/ related incidental and ancillary operational work/s etc., including extra, additional, altered and substituted work/s pertaining thereto and/or relating to the excavation and removal of overburden/ etc. as specified in the contract document on turn key basis to be executed in accordance with the terms of the contract all inclusive.
- 2.1.19 “**Commencement of work**” shall be reckoned from the date of issue of letter of acceptance/ work order which ever is earlier including the stipulated mobilization period.
- 2.1.20 “**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.
- 2.1.21 “**Contract Rate**” or Schedule Rate” or “Tendered Rates” or Rate of remuneration” means rate entered in figures and words in schedule/s by the tenderer/co-operative society and accepted by the Company as payable to the co-operative society for execution/ performance of work on per metric tonne basis.
- 2.1.22 “**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.
- 2.1.23 “**Alternation/Variation order**” means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.24 “**Lead**” shall mean the one side distance between ROM excavation point (virtual/expected) and ROM hopper of the departmental CSP.
- 2.1.25 “**Quarter**” shall mean period of three calendar months.
- 2.1.26 “**Shift**” shall mean continuous period of eight working hours or any other duration specified by the company from time to time.
- 2.1.27 “**Plant**” or Crushing & Screening Plant (CSP) shall means the departmentally operated company’s Crushing & Screening plant and its part thereof.
- 2.1.28 “**ROM**” shall mean Run of Mines.
- 2.1.29 “**Finished Product**” means the low silica limestone gitties (LD grade) having CaO 53% (Minimum) SiO₂ 1.5% (Maximum) in the size range of +30 mm to –80 mm (i.e. 30-50 mm, 40-80 mm & 30-60mm) within the prescribed undersize/oversize tolerances (with a variation of 3% in the maximum and minimum sizes) and/ or such sizes as may be required from time

to time in any size range between +30 mm to –80 mm(i.e. 30-50 mm, 40-80 mm & 30-60mm).

- 2.1.30 “By-Product” mean the Limestone gitties (non LD grade) in the size of minus 30 mm, as notified by the company time to time.
- 2.1.31 “**Reject Product**” mean the lot of finished product which is rejected during the course of sampling or left out layer of material, resulted after the lifting of the product from the product stacks yard or the mixed product of different size.
- 2.1.32 **Recycling** shall mean loading and unloading of reject product from the yard to the ROM hopper of company’s CSP.
- 2.1.33 “**Specified/designated/location/places**” shall mean allocated area for specific area by the company time to time.
- 2.1.34 “**Attested**” shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted officer/Notary Public
- 2.1.35 “**Clause**” shall mean the Clause and sub clauses of this tender document and/or agreement etc.
- 2.1.36 “**Mines**” shall means Sanu Limestone Mines situated on Jaisalmer-Ramgarh Road in Jaisalmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd.
- 2.1.37 “**HEMM**” shall mean Heavy Earth Moving Machinery deployed at site.
- 2.1.38 “**Plans**” shall mean all map(s)/Sketch(s)/layout(s)/drawings as are incorporated and/or required from time to time in the work for proper execution of work.
- 2.1.39 “**Member**” shall means members of co-operative society, which includes working members as well as statutory members as required under MMR-1961.
- 2.1.40 “**Tonne**” shall mean metric tonne (1000 Kilograms),
- 2.1.41 “**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.
- 2.1.42 “**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 to the scheduled quantities and quantities of the work/s and the materials to be furnished / used required to be used/ consumed and/or provided for executing the 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.
- 2.1.43 “**Statutory obligation**” would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.1.44 “**Weighbridge**” shall mean any weighbridge either departmental weighbridge/s &/ or public/co-operative society weighbridge/s authorized by the company for weightment of Limestone.
- 2.1.45 “**Access Road**” shall mean Kuchha road connecting excavating pit to mine approach road.

- 2.1.46 “**Approach Road**” shall mean Kuchha road motorable road connected mines to nearest tar road for transportation of mineral Limestone through trucks/ trollas/ tippers/ & etc.
- 2.1.47 “**Final Certification relation to the work**” shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC- Limestone/Engineer-In-Charge.
- 2.1.48 “**Completion Certificate**” shall mean the certificate to be issued by the Engineer-In-Charge when the works have been completed to his satisfaction as per terms of the contract.

Words denoting person shall include Firms, Companies, Co-operative societies, associations or body of individuals whether incorporated or not. Words denoting muscular gender or singular number shall also include the feminine gender & plural number & vice versa, where the contract so requires & permits.

INTERPRETATIONS:

- 2.2.1 Whenever 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 thereof would be discharged to the satisfaction of the Company at the cost and consequences of the Contractor
- 2.2.2 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 of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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.

- 2.2.9 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.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2.12 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.

2.1 DECLARATION BY THE CONTRACTOR

- 2.3.1 The Contractor do hereby confirm and declare that they have independently inspected Mines of the SBU & PC Limestone 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.
- 2.3.2 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-III

Instructions to the Tenderer

3.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A scanned copy of EMD, e-Tendering processing fee and cost of bid document receipt must be uploaded along with the Technical Bid proposal failing which the bid will be summarily rejected.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure I, II & V of tender document should be kept in a sealed envelop addressed to Group 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 envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the scheduled submission date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same the offer of the tenderer shall be rejected.
- v. The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy himself in all respect, before the submission of offer.
- vi. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved and as to what all works he has to complete in accordance with these documents irrespective of any defect, omission or errors that may be found in the documents.

- vii. The tenderer, at the his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store god owns etc and all other factors involved in the proper execution of works. The unit Incharge of work site may be contacted to familiarize with the work including visit to work site.
- viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act 2012 & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.2 Tender Procedure

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

3.3 Tender Document Fee

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISEL" payable at JAIPUR.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while

- bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
 - d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

COST OF BIDDING:

- 3.5 The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions if the company decides to withdraw the “Invitation for tender” or modify the tender documents.

GENERAL INSTRUCTIONS FOR FILLING THE TENDER:

- 3.6 The tender document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender. All scan papers to be uploaded should also bear the stamp of the tenderer.
- 3.7 Tenderer, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.8 The Company takes no responsibility for delay, loss or non-receipt of tender fees and other document sent through Post/Courier service.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

- 3.9 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least 15 days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarification will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.10 The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.11 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/ CORRIGENDA:

- 3.12 Addenda/Corrigenda to Notice Inviting Tender or to this tender document before expiry of the due date of submission of tender may be issued to clarify documents or to reflect

modification in the specifications or terms & conditions or Scope of work or for any other reasons by the company..

- 3.13 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

3.14 CURRENCIES OF THE BID AND PAYMENT:

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

3.15 TECHNO COMMERCIAL OFFER:-

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

- a) Power of Attorney in favour of the authorized representative signing the tender, as required.
- b) Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.
- c) Scan copy of PAN (Income Tax) Number and Service Tax Registration Number.
- d) Attested copy of the Audited Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
- e) "Exceptions & deviations statement" to be submitted by the tenderer.
- f) Tenderer should submit an undertaking on non-judicial stamp paper for formation of a co-operative Society as per annexure-I of tender (from proprietor/all partners/all directors as the case may be).
- g) Undertaking/affidavit as per annexure V & VII given in tender document.
- h) Duly filled form as per tender document.

- 3.16 A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the contract if the required attested documents / attested copies of documents/ attested copies of documents are not uploaded along with the techno-commercial bid or any information/ document is found to be false/ fabricated/ misleading.

- 3.17 The company reserves its right to call for any addition information for reference as it may deem fit, so to evaluate the technical capability of the tenderer.

- 3.18 It is to be noted that tender will be qualified on the basis of documents submitted alongwith the offer. The disqualification due to non submission of the requisite documents / duly attested / non legible documents alongwith the offer will be the sole responsibility of the tenderer.

3.19 PART-II 'PRICE BID (BOQ):

- i) The 'Price Bid' shall be submitted online in the prescribed format only. The tenderer is to quote the rate only in relevant part of price bid for tendered work in the prescribed price format in BOQ as provided in the tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.
- ii) The rates are to be quoted in Rupees and in the prescribed price bid Proforma available online.
- iii) While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.

DEADLINE FOR SUBMISSION OF BIDS:

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

LATE BID:

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

OPENING OF THE TENDER:

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

- 3.25 Tenderer are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderer should mention the deviations at their risk of rejection only in 'Form-4'. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY /EARNEST MONEY (EMD):

- 3.26 The tenderer must pay Earnest Money as per DNIT in the form of crossed demand draft(having validity of three month) in favour of "RSMML" and drawn on any bank at Udaipur. In case the EMD is in the form of Bank Guarantee(B.G.) same should be as per prescribed format of RSMML annexed with the tender and having validity of 06 month issued in favour of the Company by any Public sector bank (except SBI), /ICICI/AXIS/HDFC bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG.
- 3.27 Original BG shall be deposited by the tenderer on or before the last date of online submission of tender alongwith other documents." 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.
- 3.28 The earnest money of a tenderer shall be forfeited in the following cases: -
- i. If the tenderer withdraws or modifies the offer after submission of the tender.
 - ii. If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as security deposit & Performance guarantee within 21 days 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 along with the tender or thereafter.
- v. If tenderer doesn't form the society before commencement of work & doesn't commence the work within the prescribed period.

VALIDITY:

- 3.29 Tender submitted by tenderer shall remain valid for acceptance for a period 120 (One Hundred twenty) days from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120 days is liable to be rejected.

The tenderer on its own shall during the period of 120 (One Hundred twenty) days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited and tender will not be considered for further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to 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.

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.30 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- i) Meets the eligibility criteria
- ii) Is accompanied by the required securities; and
- iii) Is substantially responsive to the requirement of the Bidding documents.

- 3.31 A substantially responsive Bid is one, which confirms to all the terms, condition, 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:

- 3.32 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

- 3.33 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.

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

CORRECTION OF ERRORS IN PRICE BID:

- 3.35 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 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 totaling 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.
- 3.36 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.
- 3.37 Price Bid (part-II) of techno-commercially acceptable tenders shall only be opened. Only such short listed tenders will be informed about the date and time of opening of the price bids.

PROCESS TO BE CONFIDENTIAL:

- 3.38 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 efforts by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.
- 3.39 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 3.40 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" 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 .
- 3.41 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

3.42 INTERFERENCE WITH PROCUREMENT PROCESS:

In case the bidder;

- a) Withdraws from the procurement process after opening of financial bid,
- b) Withdraws from the procurement process after being declared the successful bidder,
- c) Fails to enter procurement contract after being declared the successful bidder,
- d) 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 under RTPP Act,2012 with fine which may extent to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

SIGNING OF THE CONTRACT AGREEMENT:

- 3.43 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.

- 3.44 The contract agreement shall consist of -
- i. An agreement on non-judicial stamp paper of appropriate value.
 - ii. Tender document, along with the addend/corrigenda, if any.
 - iii. Telex/Letter of Intent & Detailed Letter of Intent/Work order.
 - iv. Agreed Variation, if any,
 - v. Any other document as mutually agreed.

RIGHTS OF COMPAY:

- 3.45 The Company reserves the right –
- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - 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 is established that the tenderer has submitted any wrong/ misleading information or forged documents along with offer or thereafter.

The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

REFUSAL / FAILURE:

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

Section-4
GENERAL CONDITIONS OF CONTRACT.(GCC)

INTERPRETATION OF CONTRACT DOCUMENT:

- 4.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to the Engineer-Incharge whose decision shall be final and binding.
- 4.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

SECURITY DEPOSIT (SD):

- 4.4 The society shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, JODHPUR/Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA/DLOA, 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(except SBI bank) /ICICI/Axis/HDFC Bank having its branch at Jodhpur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. 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 claims /dues or sums payable as contained herein.
- 4.5 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.
- 4.6 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 or 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.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

- 4.8 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.
- 4.9 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.
- 4.10 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 (Thirty) days** from the date of invoking of original Bank Guarantee.
- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 For execution of contract, it is required to form a Co-operative Society, then S.D. shall be furnished by the Co-operative Society so formed and register under Society Act.
- 4.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

SUB-LETING OF WORK:

- 4.15 The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

DRAWINGS AND SPECIFICATIONS:

- 4.16 Wherever it is mentioned in specifications/ drawing/ other documents or instructions that the contractor shall perform certain work and/ or provide certain facilities, it is understood that the contractor shall do so at his own cost.

PATENTS/ COPY RIGHT /TRADE MARK:

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

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS/ EMPLOYEES:

- 4.18 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.19 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.
- 4.20 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

TAXES:

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

Service tax: The rates quoted & accepted by the company are inclusive of Service tax, as applicable on the last date of submission of the tender. In case of variations in the rate of Service Tax, as notified by the Govt, the difference of the same will be reimbursed to/ recovered by the company. As per the information of the company the present prescribed rate of Service tax is 15%.

INDEMNITY:

- 4.22 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-In-Charge its successors 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 there from. 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.

- 4.23 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.
- 4.24 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.

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.25 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.26 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.27 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.

NO CLAIM IF WORK IS ABANDONES OR POSTPONED:

- 4.28 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.

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

- 4.29 If any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the contract, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

PROTECTION OF WORK:

- 4.30 During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the vent of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

USE OF COMPLETED PORTIONS:

- 4.31 Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof, Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.

- 4.32 All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the remainder of the work, the Company may grant such extension of time as it may consider reasonable if so requested by the contractor. The decision of the company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.
- 4.33 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor or not. The Contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-In-Charge. The work in the mining areas shall be done strictly in accordance with the provisions of Mines Act, 1952. Metalliferous Mines Regulation 1961 and directives issued from time to time by the Directorate General of Mines Safety and /or other statutory authority.

COORDINATION AND INSPECTION OF WORK:

- 4.34 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-In-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-In-Charge or his authorized representative. A register shall be maintained by the Contractor in which the Engineer-In-Charge after inspection shall write the instructions to be issued by the Engineer-In-Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.
- 4.35 In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors, working in the area and the departmental work of the Company being executed in other areas of the mine. The Contractor shall confer with Engineer-In-Charge regarding details, pertinent to phases of work, which may affect the work to be performed under the contract and shall be schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and departmental work of the Company.

WORK IN MONSOON:

- 4.36 The excavation work will entail working in the monsoon also. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his own cost. The Contractor should plan the execution of work in monsoon season, well in advance.

WORK ON WEEKLY DAY OF REST AND HOLIDAYS:

- 4.37 Subject to the compliance of legal provisions for carrying out work on weekly day of rest and holidays, the Contractor will approach the Engineer-In-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Company from time to time.

OTHER CONDITIONS, OVERTIME ETC:

- 4.38 The working time at the site of work is 48 hours per week. Overtime work may be permitted in case of need with the prior written approval of Engineer-In-Charge and company will not compensate the same. Shift working comprising of three (3) shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. The Company on this account will entertain no extra claim. The contractor shall be responsible for idle wages if payable to his workers.
- 4.39 The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.
- 4.40 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act, 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:

- 4.41 The Co-operative society shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.
- 4.42 If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be affected/ delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such material to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company which ever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in execution of the works. The Contractor shall provide all necessary materials. Equipment and labour etc. for the execution and maintenance of the works until final completion thereof.

DISCREPANCIES BETWEEN INSTRUCTIONS:

- 4.43 Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

INSPECTION OF WORKS:

- 4.44 The Engineer-In-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-In-Charge/ Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been give to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/ itself.

CONTRACTORS OFFICE AT SITE:

- 4.45 The Co-operative society shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and / or other communications etc. on its behalf from the Company.

SAFETY, SANITARY & MEDICAL FACILITIES:

- 4.46 The Co-operative society and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- 4.47 The Co-operative society shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.48 The Co-operative society shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.49 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.

- 4.50 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with the contractor.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

- 4.51 The Co-operative society shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his / their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-In-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- 4.52 Whenever any of the member of the Co-operative society or its representative shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all cost /compensation in connection therewith.
- 4.53 The Co-operative society shall be responsible for the proper conduct and behavior of all the staff, foreman, workmen 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.

DAMAGE TO PROPERTY:

- 4.54 The Co-operative society shall be responsible for making good at his cost to satisfaction of the Company any loss or any damage to building, structures, equipment, installations, properties etc. belonging to the company or being executed or procured or being procured by the Company or of other agencies within the premises of the Company, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of

the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

RIGHTS OF VARIOUS INTERESTS:

- 4.55 The Co-operative society shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- 4.56 Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc. whatsoever.

POWER OF ENTRY:

- 4.57 During execution of Contract, if in the opinion of Engineer-In charge, it is found that:
- i. Co-operative society has failed to execute the Contract in conformity with contract document or
 - ii. Co-operative society has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or
 - iii. Co-operative society has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
 - iv. Co-operative society has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
 - v. Co-operative society has abandoned the work; or
 - vi. Co-operative society during the continuance of the contract has becomes bankrupt,

then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

COMPANY MAY DO PART OF WORK:

- 4.58 Upon failure of the Co-operative society which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

POWER TO ORDER SUSPENSION OF WORK:

- 4.59 The Company 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 any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The Contractor without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider to make some adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

LIENS:

- 4.60 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Company all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

RIGHT OF WAY:

- 4.61 The Company will provide the right of way for the facilities to be constructed under the contract. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.
- 4.62 When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

CHANGE IN CONSTITUTION:

- 4.63 The Co-operative shall inform the Company before any change is made in the constitution of Co-operative society or induction or retirement of any of the partners/ directions at the earliest.

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.64 The Co-operative society shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.

- i) The Contract Labour (Abolition & Regulations) Act 1971
- ii) The Payment of Wages Act, 1936
- iii) The Employee's Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv) The Maternity Benefit Act, 1961
- v) The Payment of Bonus Act, 1965
- vi) The Mines Act, 1952
- vii) The Payment of Workmen's Compensation Act 1923
- viii) The Minimum Wages Act, 1948
- ix) The Payment of Gratuity Act, 1972
- x) Forest Conservation Act, 1980
- xi) Air & Water Pollution Acts
- xii) Mines Rules 1955
- xiii) Metalliferous Mines Regulations 1961
- xiv) Indian Explosives Act 1984 & Indian Explosives Rules 1940
- xv) Mines Vocational Training Rules 1966
- xvi) Mines & Minerals Regulation & Development Act 1972
- xvii) Mineral Concession Rules 1960
- xviii) Mineral Conservation & Development Rules 1988
- xix) Environment Protection Act 1986 and Environment Protection Rules 1986
- xx) Indian Forest Act 1927
- xxi) Fatal Accident Act 1985
- xxii) Motor Vehicles Act, 1988
- xxiii) Apprentice Act,
- xxiv) Industrial Dispute Act, 1947
- xxv) Standing Orders Act, 1946
- xxvi) RTPP Act 2012

- 4.65 It will be the sole responsibility of the Co-operative society to ensure all sorts of payments to his members and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.

- 4.66 The Co-operative society should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.67 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.
- 4.68 The Co-operative society shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The Contractor shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

COMPENSATION AND LIABILITY:

- 4.69 The Co-operative society at his cost shall affect insurance for all persons engaged in the performance of the contract. If any of the work is sublet the Co-operative society shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance. The contractor shall get insured all his employees under Universal Health Insurance Scheme
- 4.70 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.
- 4.71 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

LIABILITY FOR ACCIDENT TO PERSONS:

- 4.72 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.
- 4.73 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged 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, besides taking immediate remedial measures. 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.

FORCE MAJEURE:

- 4.74 Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, failure of railways to supply wagons/ boxes at railway siding, non-availability of mineral at mines/ railway siding and other places due to reasons like sand dune/ storms/ other causes 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. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ partial power failure/interruption shall not be construed as force Majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force Majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

SERVICE OF NOTICE ON CONTRACTOR:

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

SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE:

- 4.84 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Jodhpur and copy to authorized representative.
 - (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.85 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.86 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- 4.87 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.
- 4.88 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost

referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed/used for the work.

- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

- 4.89 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.90 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

APPEALS

- 4.91 Subject to Section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees

DISPUTE, JURISDICTION:

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

Section-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1 APPLICABILITY:

These terms and conditions are in addition to the General terms and conditions specified in earlier Sections of this tender document. These special terms and conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

5.2 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Phosphate, Limestone, Gypsum, Selenite and Lignite etc. The mining & sizing of limestone at Sanu mines is being carried out since 1988.

5.3 LOCATION AND ACCESSIBILITY OF SITE:

Sanu Limestone Mines of RSMML are located on Jaisalmer-Ramgarh Road maintained by Border Roads Organisation at a distance of about 54 kms respectively from **Jaisalmer Town**.

Low silica limestone occurs as a sedimentary bed of about 3 to 6 meters thickness from the surface. The SMS grade limestone is almost outcropping, but at some places the bed is overlain by alluvium or dumps of rejects or Sand Dunes of varying height. The pit bottom confirms to the contact zone between SMS limestone bed and chalky limestone bed. In general, the limestone boulder studded/embedded in clayey matter etc. in upper layer followed by massive hard compact bedded layer. The expected recovery of the finished product (+40-80 mm and +30-50 mm or any size range between +30-80 mm) out of ROM feed to the crusher is in the range of 40% to 46%. Rest 54% to 60% are the rejects/fines segregated during the course of screening in two different grades viz. High Grade rejects (HGR) and low-grade rejects (LGR).

After sizing, the low silica limestone gitti will be despatched through weighbridge to consumers. Rejects/fines namely HGR and LGR will be hauled back to work out pits for backfilling and levelling to the original ground level.

The tenderer should acquaint itself fully with relevant factors like recovery of finished product in the excavated ROM, crushing characteristics of the limestone, extent of the requirement of drilling, blasting etc., conditions of working site including availability of infrastructure facilities at site, and quote its rates accordingly. The Company will not accept any claim due to ignorance of these, or, any other factors required to fulfil the work during the currency of the contract.

5.4 PREQUALIFICATION CRITERIA:

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

The tenderer should have minimum turnover of Rs.490.50 lac in any one of the immediate four preceding financial years 2012-13, 2013-14, 2014-15 & 2015-16

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors", "information about DSC", FAQs & the bidder manual kit " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on sppp.raj.nic.in for the purpose of downloading.

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

In case the tenderer is a Company registered under the Companies Act, then the turnover of the Company shall only be considered. Joint Ventures (JV)/Consortium are also allowed to participate in this tender subject to the condition that JV/Consortium members would be responsible jointly and/or severally for the execution of the contract and other responsibilities & liabilities arising under this contract.

Further, in such cases, the cumulative turnover of members of JV/Consortium shall be considered in ascertaining eligibility of tenderer. In case of JV/Consortium, the members of JV/Consortium shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of JV/Consortium during the bidding process.

In the event, the bid of JV/Consortium is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11, chapter IV and other relevant provisions of the RTPP Act, 2012 and rules made there under shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

It is mandatory that proprietor/all the partners (in case of partnership firm)/ all the Directors of the company become the members of the society to be constituted to carry out the job. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non- judicial stamp paper of worth Rs.100/- in this respect, without which their offers would not be considered. Further, it is enjoined upon such members that they cannot resign from the society until the contract period is over.

The co-operative society shall be required to deploy the requisite make & model of the equipment to perform the entire scope of work & compliance of the terms & conditions of tender document thereof & to achieve the production target, as given by the company from time to time.

Offers furnished through any other mode shall not be considered. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirement; and/or it is established from company's records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion or financial failures etc.

5.4 WATER SUPPLY, POWER AND LAND FOR OFFICE ETC:

5.4.1 The contractor shall make its own arrangement for land for temporary construction of contractor's field office, workshop, etc. (as per requirement in the Scope of work). The Contractor shall at his/ its own cost construct all such temporary structures or building with suitable water supply, electricity and sanitary provisions etc. in the above place.

5.4.2 On completion of the entire contract work undertaken by the contractor if such temporary structure/s etc. in lease area of the company then it 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.

5.4.3 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. in the lease area of the company by giving 7 (seven) days notice on security reasons or on material interest by providing alternative site at cost and risk of the Contractor. The company also reserves the right to take over the said temporary structures/ building in lieu of reasonable compensation, as mutually settled.

5.5 DETAILS TO BE FURNISHED AT THE TIME OF COMENCEMENT OF WORK

Following details required to be furnished by the successful tenderer to the Engineer-in-Charge at the time of commencement of work at mines:

- i) Details of the personnel who will be engaged for execution of the work.
- ii) Initial medical examination certificate required in prescribed Proforma of such contractor members.
- iii) Initial Training Certificate as per Vocational training Rules applicable for mines, if any

- iv) List of HEMM/ equipment/machinery etc. along with its technical specification/purchase invoices & Registration Certificates.
- v) Copy of the PF Registration Number received from RPFC office

5.6 REPORTS:

The contractor shall furnish the statement of work done by him in the form of report(s). In the format prescribed by the Engineer-In-Charge, on daily basis and/or at specified intervals by the company to the Engineer-in-Charge or to his authorized representative.

5.7 CRITERIA FOR DECIDING LOWEST TENDERER

The lowest quoted rate offered in proforma of price bid FORM 6 shall only be the criteria for deciding lowest tenderer. The value of work { (Qty.) x (Quoted rate)} would be considered to ascertain the lowest bid.

5.8 PRICE NEGOTIATION

- 5.8.1 Negotiations if required will be conducted first with the lowest tenderer. 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 first.
- 5.8.2 In case, when the quotations given by the tenderer during negotiations are higher than the original quotation of the tenderer; then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 5.8.3 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender for deviations, exception and rates offered by them

5.9 LIABILITIES IN RESPECT OF CONTRACTOR'S MACHINERY ETC.

- 5.9.1 The contractor shall be responsible for maintaining & operating the machine deployed by him for the contracted work in such a way that machine operate at full capacity & with due regards to safety & ensure compliance of the provision of regulations 171 to 176 of the MMR-1061.
- 5.9.2 Every HEMM like hydraulic excavator, DTH Drill Machine, dozer/s, loader/s etc. deployed for the contractual work by the contractor shall be fitted with automatic fire extinguisher of a type approved by the DGMS. The company may not allow deployment of any HEMM is not fitted with such an automatic fire extinguisher in proper working order.
- 5.9.3 The noise level of any machine should not exceed the standard prescribed in MMR, 1961. The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR,

1961. The company may stop operation of any machine if the noise level of which is found to be above the prescribed limit.

- 5.9.4 The contractor shall have to make adequate lighting arrangement at his own cost for illuminations in working areas of mining after day light hours so as to meet the statutory requirement wherever required as per MMR, 1961. Contractor has to deploy Portable lighting high mast tower (telescopic type mounted on four wheels) along with generator at each working pit.

5.10 DUST SUPPRESSION:

5.10.1 The Co-operative society shall have to take effective measures at its own cost & expenses for suppression of dust generated during process of loading, drilling, blasting, loading, unloading, transportation, etc in the working areas & on the haulage roads, by means of water sprinkling, wet drilling, water spraying or any other suitable method, etc so that the dust concentration in such places do not exceed the limit prescribed under MMR, 1961 or as stipulated under MOEF or Rajasthan Pollution Control Board. Also, the Co-operative Society shall take effective dust suppression measures including adequate water spraying, at the various dust generating points in the mines inclusive of relevant points of Departmental C/S plant and haulage roads. For this purpose the Co-operative Society will make necessary arrangements for adequate supply of water. Non-availability of water for dust suppression will not be an excuse for non-compliance of this clause. In case the dust concentration is found to be more than the limit referred above then the company may make arrangement for dust generation at the cost and expenses of the contractor. The approach road to site of crusher and active haul roads inside the premises must be paved or hard surfaced.

5.10.2 Co-operative society shall also deploy a competent engineer as per provision of MMR, 1961 as part of supervisory staff.

5.10.3 The Co-operative society shall have to fence the mining area as per provision of Regulations 115 & 117 of MMR, 1961 & in manner as directed by company at its own cost & expenses including the cost of the material. They can however use overburden/ interburden/ waste material for the purpose.

5.10.4 In case of failures of the Co-operative society to ensure dust suppression as required above, the Company may make such arrangements for dust suppression at risk and cost of Co-operative Society, apart from taking other actions as per the contract.

5.11 VOCATIONAL TRAINING:

Before any person is employed/ deployed by the contractor in mines. It shall have to undergo a course of vocational training as per provision of MVTR, 1966. Such vocational training shall be imported by the company & shall not charge any amount from the contractor for imparting such vocational training. However the contractor shall have to make available the persons for attending such vocational training as per schedule to be imparted by the company. The contractor shall pay the wages to the trainees for the training period.

5.12 MEDICAL EXAMINATION:

Every person deployed by the contractor in the mines shall be subjected to initial & periodical medical examination(s) as per the provision of the Mines Rules, 1965. Such medical examination (s) shall be arranged by the company & actual expenses incurred by the company for such medical examination (s) shall be borne by the contractor. However, the company shall not charge any service charges for organization such medical examination.

5.13 DRINKING WATER:

In case of failure of the Co-operative society to arrange for supply of drinking water to its staff/ working members at the working places/ points. Such arrangement may be made by the company & entire cost thereof together with such charges as may be levied by the company shall be recovered from the bills of the contractor & or from its security deposit.

5.14 SAFETY APPLIANCES:

The Co-operative society shall provide all protective & safety appliance such as helmets, safety boots, ear muffs, dust mask, safety goggles etc. to their employee at his own cost & comply with all relevant provision under Mines Act, 1952 & MMR, 1961 & rules made their under. In case of failure to comply the norm by the Co-operative society, the company shall provide the same to the employee of the co-operative society & the payment with additional charges @ 15 % of actual cost shall be recovered from the contractor's bill.

5.15 OVERBURDEN/ INTERBURDEN/ WASTE MATERIAL:

All preparatory work shall have to be undertaken by the co-operative society, which also includes removal of waste material/ interbred/ overburden of varying height up to 2 mtrs at places in the area allotted for mining and also as per working plan provided by the company. In general, the area is having flat topography with little or no overburden.

The waste overburden/ interburden/ Waste material and the bye products (if any) shall be the property of the company and the co-operative society will have no claim whatsoever over it. Bye products shall have to be stacked separately by the co-operative society as per instructions of the authorized representative of the company and no separate payment will be made for such stacking.

Machines may have to be shifted from one face to other as per work requirement / instructions of engineer in-charge.

5.16 QUALITY OF PRODUCTS, SERVICES, ETC.

5.16.1 The Company will have the absolute right to reject the whole or part of any stock of materials, if in the opinion of the Company or its authorized representative, it is

found to contain substandard quality of materials. Such rejected materials shall be recycled through crushing & screening plant at no extra cost to Company and as per its direction.

- 5.16.2 The Co-operative Society shall remove/ raise/ excavate/ break/ sort and/ or loads the particular material as specified after taking prior permission in writing from the Unit In-charge/officer-in charge of the Company as authorized representative. In case any wrong material is raised/ excavated/ broken/ sorted and/or loaded, then the Co-operative Society shall be responsible for any loss caused to the Company and it shall have to bear all such losses, including the cost of material, freight charges and any other claim(s).

5.17 SECURITY & WATCH AND WARD

- 5.17.1 The Co-operative Society shall be responsible under the contract for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative Society including stocks of mineral & mineral products produced by Co-operative society.

- 5.17.2 The Company shall carry out physical verification of the stocks of mineral & mineral products & other properties of the Company in possession of the Co-operative Society. Such physical verification will be carried out on monthly basis. The Co-operative Society shall have option to associate its representatives during such physical verifications. Results of such physical verification shall be binding on the Co-operative Society.

5.18 CONTRACT TO BE EXECUTED BY THE CO-OPERATIVE SOCIETY ONLY:

In view of prohibition of employment of contract labour in limestone raising including breaking, sizing, sorting etc. under the Contract Labour (Regulation and Abolition) Act, 1970; this tender has been called from such Co-operative Societies only which are registered under the Rajasthan Co-operative Societies Act, 1965 or who forms the Co-operative society and get that registered and produce the relevant certificates along with the list of members of the Co-operative Society, within 30 days from issue of LOA / DLOA before commencement of work. No person who is not a member of the Co-operative Society shall be allowed to work in the mines.

5.19 SCOPE OF WORK:

Co-operative society shall provide set of suitable & adequate capacity of HEMM for mining, etc, and feeding of ROM into departmentally operated company's crushing and screening plant, from the specified pit, to produce finished products (SMS grade Limestone gitti). Scope of work under this contract shall also include:

- 5.19.1 Excavation low silica limestone from the area earmarked in the enclosed plan at Annexure IV. The average lead distance of transportation of ROM from mine face to the static ROM grizzly of the Company's Crusher shall be approximately upto 5.00 Km. The location of the Departmental Crushing &

Screening plant at Mine No.2 has been specified in the enclosed Plan at Annexure IV. Deployment of requisite number of hydraulic excavators (minimum 1.2 M3 bucket capacity) with back-hoe attachment, Dumpers (minimum 16 MT capacity), Crawler mounted drills with inbuilt water injection system for wet drilling with matching Compressors, Front-end loaders, Bull dozers, Four wheeled Water tankers, etc. and other allied machineries along with their operators to be utilized for Drill face preparation (wherever if required so) Drilling and Excavation of ROM including associated Clay/ sand Waste/ Murrum etc, at/from the earmarked pit and upto the depth as may be directed by the Company (which would be approx. upto a maximum of 5 m.) from time to time. Transportation of such excavated ROM Limestone (including associated clay/ waste/ murrum etc.) from mine face to the Static Grizzly at ROM Hopper of the departmental crushing & screening plant and unloading of the same into it, during the notified shifts by the company at Company's Sanu Limestone Mines Distt. Jaisalmer. Deployment of higher capacity equipment and machinery may also be considered, if so deemed necessary.

- 5.19.2 Loading of HGR, LGR and sub grade Material etc, either by gravity or mechanically by excavator or front end loader into dumper and its transportation from the crusher plant site to the rejects dump /disposal site /mined out pit or any other specified location by the company from time to time for the purpose for backfilling/ unloading (in the presence of spotter), dozing, compaction and leveling (to the original level) of the HGR and LGR and/or stacking of sub grade mineral. The Co-operative society shall have to level the rejects dump area so as to keep the level of the back filled rejects dump area up to the original ground level.
- 5.19.3 ROM should be made suitably moist, using water, so that the dust do not get air borne during loading, hauling and unloading process of ROM.
- 5.19.4 Deployment of sufficient manpower at Static Grizzly of ROM Hopper for its regular clearing of the oversize boulders /interlocking of the material over it.
- 5.19.5 Deployment of sufficient manpower at Reject (HGR and LGR) Sub grade Material Hoppers for loading of rejects into dumpers by gravity for its regular evacuation from respective hoppers.
- 5.19.6 Removal of the Sub grade Material from the Screen House (VS-17) during the operation of the CSP, by deploying front end loader upto a distance of 500 mtrs and thereafter its loading by front end loader / excavator for disposal into pits worked out by the co-operative society.
- 5.19.7 Lifting of the spillages generated during the operation of CSP near reject bins, VS-17 and product bins by deploying mechanical means i.e., loader etc, and, whereas the places near & around tail end pulley's of BC-3 and BC-7 in the tunnel/ crusher house/ screen house & at any other place near CSP to the specified location(s), if require, it shall be removed by manual means.

- 5.19.8 In addition to above, the tenderer shall also clear the jamming of chutes, crushers, ROM hopper, reject & product bins & at any other places to the specified location(s) in & around the CSP. If require, it shall be cleared / removed by manual means.
- 5.19.9 Recycling of rejected product, if any, in the CSP which includes making suitable stack for mechanical loading, its mechanical loading into dumpers tippers and unloading it into CSP.
- 5.19.10 Clearing of reject product from the center bins of the Product Hoppers to the ROM hopper or any other specified location, at regular intervals.
- 5.19.11 All incidental and/ or contingent works required for the performance of main works shall be done by the co-operative society at its own cost and expenses and the same would not qualify for any extra payment.
- 5.19.12 The work mentioned above will have to be performed by the members of such co-operative societies, which are registered under the Rajasthan Co-operative Societies Act. The society will not be allowed to hire workers. Any person who is not a member of co-operative society shall not be employed for the above work as it is prohibited under the Contract Labour (Regulation and Abolition) Act 1970.
- 5.19.13 Plantation, its nurturing watch and ward, watering etc. of specified species of plants (preferably fire wood plants) @ 2500 plants per annum or as directed by the government body etc. This includes cost of procurement if any of plants from the specified Nursery of Forest Deptt.
- 5.19.14 The haul road in the pit, up to the CSP, dump yards of HGR/LGR, stack yard of sub grade material etc, shall be constructed and maintained by the Contractor at its own cost and in accordance with the provisions of Mines Act, Rules and Regulations made thereof. The gradient of the haul road (including the ramp to crusher grizzly) shall be as per directions of the Company.
- 5.19.15 The scope of work includes works mentioned in special terms and conditions of the tender document.
- 5.19.16 The Co-operative society should acquaint itself fully with relevant factors like recovery of limestone in the excavated ROM, crushing characteristics of the limestone extent of the requirement of drilling, blasting etc., conditions of working site including availability of infrastructure facilities at site, and quote its rates accordingly. The Company will not accept any claim due to ignorance of these, or, any other factors during the currency of the contract.
- 5.19.17 Co-operative Society shall plan excavation of as much quantity of ROM limestone that shall be needed for production of 6.00 lac MT for the crusher per annum of crushed and screened low silica limestone gitti in the size range of +40 mm to -80 mm and +30 mm to -50 mm, or such sizes as may be required from time to time in any size range between +30 mm to -80 mm, keeping tentative & indicative monthly quantity of 50,000 MT.

- 5.19.18 The scope of work given here is indicative and the tenderer has to perform all the jobs to provide finished product and to fulfill all statutory requirements.

5.20 LIMESTONE EXCAVATION

- 5.20.1 Limestone excavation is to be carried out with in the area earmarked in the enclosed plan at Annexure IV. The lead distance of transportation of ROM to the static ROM grizzly of the Company's Crusher shall approximately be 5.00 Km or actual distance marked in the Plan at Annexure IV.
- 5.20.2 All preparatory work shall have to be undertaken by the Co-operative society which also includes removal of waste material/ overburden/Sub grade Mineral from the surface, hauling it upto specified place and dump it there and level it/stack it as per direction of the company from time to time, to the satisfaction of the Company's Mines Manager before extracting limestone from any bench.
- 5.20.3 It shall be mandatory for the successful bidder to commence the mining operation from the maximum lead and then to retreat towards its C&S plant.
- 5.20.4 Excavation of limestone upto full depth shall be done in one or more benches as per provisions of the Metalliferous Mines Regulation, 1961.
- 5.20.5 Drilling of the blast - holes and Jackhammer drilling in boulders. . The design & layout of the blast holes & pattern of blasting shall be as per directions of the Company.
- 5.20.6 Back filling of overburden/ interburden/ waste material in worked out pits shall be as per direction of the company's representative. The height of the backfilled dump should not be more than 2.75 Mtr.
- 5.20.7 The Co-operative society will maintain the quality of limestone intact as available insitu and shall not make/ cause/ allow any contamination/ dilution. Any loss or degradation of limestone purity will constitute breach of contract and any loss or damage caused to the company on this account will be recovered from the bills/ security deposit of the Co-operative society.
- 5.20.8 Sorting to eliminate waste material/ interburden if needed shall have to be undertaken by the Co-operative society, at its own cost so as to ensure that chemical analysis of limestone produced confirms to the specifications prescribed in this tender document. No payment will be made for sub grade limestone produced by the Co-operative society and such sub-grade limestone shall be the property of the company.
- 5.20.9 It shall be the responsibility of the Co-operative society to ensure that neither any layer of steel grade limestone is left unexcavated nor any unwanted excavation of waste/ chalky limestone bed, below steel grade limestone bed is done. The Co-operative society shall be responsible for cost, losses, damages etc. for any loss or degradation of low silica SMS limestone on this account.

5.21 HAUL ROAD: -

- 5.21.1 The haul road in the pit shall be constructed and maintained by the Co-operative society at its own cost and in accordance with the provisions of Mines Act. Active haul roads inside the working premises must be paved or hard surfaced. The alignment & gradient of the haul road (including the ramp to crusher grizzly) shall be as per directions of the Company.
- 5.21.2 The work includes preparation and maintenance of roads in the pit, at the surface, in the dump yards, & in the crushing & screening plant as per the

specifications prescribed in statutory rules and regulations; for which no extra payments shall be payable to the Co-operative society.

5.22 REJECTS/UNDER SIZE FINES

- (i) The fines (less than specified size) shall not be included in the quantity of gitti.
- (ii) The waste dumps shall be properly leveled by dozing, grading etc. All machinery required for this and related purposes shall have to be arranged, installed and operated by the Co-operative society at its own cost & expenses.
- (iii) Fines generated during the process of gitti breaking shall be the property of the company. No payment for raising or gitti breaking shall be made for these fines.
- (iv) Co-operative society shall make entire arrangements for plantation work as specified elsewhere in this tender document, on the LGR dump-yard and along the Haul roads as directed by the Company, failing which the work shall be executed by the company at Risk and Cost of the society.
- (v) The fines generated in the process of gitti breaking shall have to be stacked separately as per working plan.

5.23 LOADING, UNLOADING, STACKING ETC.OF DIFFERENT PRODUCT (S)/BY- PRODUCT (S).

- (i) In case of dispatch from crusher site, loading will be automatic otherwise co-operative society shall stack the finished product(s) separately within 1 (one) km from the plant on its own cost.
- (ii) In case of dispatch from crusher site, loading will be automatic otherwise co-operative society shall stack the by product(s) separately within maximum lead distance of 2 (two) Kms from the plant on its own cost.

5.24 OWNERSHIP OF EQUIPMENTS AND HEMM

The successful tenderer has to submit the technical specifications alongwith Registration certificate of various equipment/HEMM installed propose to be deployed at mine before commencement of work. The co-operative society shall deploy & maintained adequate number of mining equipment for successfully execution of the Contract: The society shall not shift their deployed machine from Sanu mines to elsewhere without prior permission from the company.

5.25 NO PAYMENT SHALL BE MADE FOR THE FOLLOWING WORK

- (i) No payment will be made for sub grade limestone / by-product produced during the entire process of gitti breaking of Company's CSP. Such sub grade limestone / by-product shall be the property of the company.
- (ii) Finished Product(s) in the respective hoppers or lying at the stockyard, ROM at mine, overburden, HGR, LGR, Sub-grade Mineral and Rejected Product shall be the property of the Company and the co-operative society will have no claim whatsoever over it.
- (iii) Machines may have to be shifted from one face to other as per work requirement on the instructions of engineer in charge for which no extra payment would be made.
- (iv) The co-operative society shall have to dump ROM limestone on the grizzly of the crushing and screening plant after going over the ramp for which no extra payment shall be made.

5.26 ALLOTMENT OF AREA FOR WORK

- 5.26.1 The co-operative society shall be required to work, in general, within the area earmarked in the plan, Annexure IV, attached with tender document.
- 5.26.2 The Engineer-In-Charge shall have a right to stop the work in any part of the area assigned to the contractor & instruct the contractor to work in the alternative area. Decision of Engineer-in-charge shall be final & binding in this regard.
- 5.26.3 In case it is inevitable and mutually agreed upon to reduce allotment of area and/or shifting of work to other alternate area or stoppage etc. no claim for any damages/losses to the contractor in this regard shall be entertained by the Company.
- 5.26.4 Specified working area will be allotted, in writing by the authorized representative of the Company before commencement of the awarded work and the Co-operative Society shall restrict the working accordingly.
- 5.26.5 It will be at the discretion of the Company to withdraw the specified working area allotted to the Co-operative Society at any time without assigning any reason whatsoever and alternative area may be given if considered necessary by the Company. No compensation would be payable to the Co-operative Society for damages, expenses, etc., that may arise out of the aforesaid change of the working area.
- 5.26.6 The Co-operative Society shall carry out the mining operations systematically and strictly as per working drawings & instructions of Engineer in-charge. It will have to get the scheme of removal/ disposal/ stacking of the overburden and Ore, approved by the Company in advance and ensure compliance thereof during the tenure of the contract. In case the Co-operative Society violates this condition then it will be at the cost, expense and responsibility of the Co-operative Society and the Co-operative Society shall not be entitled to any charges or remuneration for the work done in such a manner.
- 5.26.7 The overburden/interburden shall be stacked in a limited space as specified by the company. Initial overburden shall be dumped over the earmarked OB. dump area. Such initial O.B. dumps would also be leveled to accommodate additional overburden layers. The Society shall have to bear the cost of stacking of overburden including cost of leveling, making ramp etc.
- 5.26.8 The height, width & slope of benches as also the width & gradient of haul roads shall be as per provision of MMR-1961, which shall be communicated to the Co-operative Society from time to time. Any change in these parameters as required by DGMS shall have to be carried out by the Co-operative Society at no extra cost to the Company.
- 5.26.9 Any changes in the height and width of benches, width and gradient of roads, height and locations of dump yards/ back fills etc. as directed by the statutory authorities will have to be implemented by the Co-operative society for which no extra payment/ charges shall be payable to the Co-operative society.
- 5.26.10 The Co-operative Society shall have to fence the mining area as per provisions of Regulations 115 & 177 of MMR-1961 and in the manner as directed by the Company, at its own cost & expenses including the cost of material etc. The Society can however use OB/ IB/ waste material for this purpose.
- 5.26.11 The rates quoted should include all leads, lifts & depths as per the working drawings & as per the terms & conditions of this tender.

**QUANTUM OF WORK, PERIOD OF CONTRACT, TIME SCHEDULE ETC.
COMPENSATION FOR DELAYS, SHORTFALL ETC.**

5.27 APPROXIMATE QUANTITIES OF WORK INVOLVED:

The Co-operative Society shall plan excavation of as much quantity of ROM limestone that shall be needed for production of **6.00 lac MT** for the Company's crusher **per annum** of crushed and screened low silica limestone gitti in the size range of +40 mm to -80 mm and +30 mm to -50 m, or such sizes as may be required from time to time in any size range between +30 mm to -80 mm, keeping tentative & **indicative monthly quantity of 50,000 MT.**

Note: -

- (a) The tender quantities are indicative.
- (b) The quantity mentioned above may change in writing by the Company depending upon the requirement of the company and/or demand of limestone from buyers.
- (c) The work shall have to be carried out as per plan, time schedule and sequence of operation as per direction of Engineer-in-charge.
- (d) The company reserves the right to make any alteration/addition in the area for the contracted quantity as above including allotment of work in other alternate areas.
- (e) The contractor shall have to abide by quarterly schedule of work.
- (f) In case at any time the performance of the contractor as a whole or in part is not found satisfactory, then the company will issue notice, giving seven days to improve the same. If the contractor fails to improve its performance within this period of seven days, then the company may get that part/ the entire work done by other agency at the risk & cost of the contractor without any further notice.

5.28 VARIATION IN WORK

The company reserves its sole discretion and right to vary the annual or total quantum of work under contract schedule up to $\pm 10\%$ during the currency of contract and the contractor will execute the work on same rate, terms and conditions. However, such variation in quantum of work shall be in proportion to the scheduled quantum of work of the remaining period for which variation is being exercised. The Company will communicate the same to the contractor by serving one month advance notice. In the event, quantum of work is required to be varied beyond the above mentioned tolerance limit, then the company will notify the same with at least 15 days notice to settle the matter mutually.

5.29 ACTION TO BE TAKEN BY THE COMPANY IN CASE NON ACHIEVEMENT OF PRODUCTION AND TARGETS:

In case of failure to produce for a continuous period of 7 (seven) days due to breakdown of machine or any other reason for which the contractor is responsible and/or in cases of frequent breakdowns of machine resulting in loss of production, the Company in its sole discretion without prejudice to other remedies may terminate the contract & shall be empowered to engage other outside agency, at the risk and cost of the contractor for execution of remaining part of work of the contract.

5.30 WORKING HOURS:

The work of excavation shall be carried out during such hours as may be directed by the company.

5.31 TIME SCHEDULE FOR:

Commencement of work:

The Contractor has to commence the work within a period of **thirty (30) days from the date of issue of work order/Letter of Acceptance** only after formation of Co-operative society.

5.32 PERIOD OF CONTRACT:

5.32.1 The period of contract shall be 3 (Three) years from the date of issuance of letter of Acceptance by the Company. The Company at its sole discretion may extend the period of contract for a further period of six month on same term and conditions.

5.32.2 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever

5.33 EXTENSION OF SCHEDULE COMPLETION TIME:

5.33.1 If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer-in-Charge within 10 days of the date of such event, and the Engineer Incharge shall, if in his opinion (which shall be final and binding on the Contractor) reasonable grounds exist, authorize such extension of time as may in his opinion be necessary or proper. Whenever the Company grants such extension, this would be without prejudice to the Company's right to take appropriate action under this contract and without additional financial liability on the company.

5.33.2 Failure or delay by the Company to hand over the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no affect or vitiate the contract or alter the character thereof or entitle the Contractor to damage or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

5.33.3 The decision of the company as to the need for grant of extension of time to the contractor shall be final.

5.34 COMPENSATION FOR SHORT FALL IN THE TENDERED QUANTITY:

5.34.1 In case of delay in commencing the production, the compensation @ 0.5% of the annual contract value on fortnightly basis will be recovered. The tendered qty. on pro-rata basis will be considered to calculate annual contract value. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and

forfeit the earnest money deposit (EMD) & /or security deposit (SD) in case the compensation reaches beyond 2%.

- 5.34.2 The Company will provide the production targets of excavation on quarterly basis. The Co-operative society shall have to handle the mineral in accordance with these targets. In case, the quarterly targets are not given in writing to the co-operative society then the targets shall be assumed one fourth of the total annual targeted quantity as mentioned in the contract or any other specified annual quantity given to the cooperative society in writing during the pendency of contract. The Co-operative Society will have to ensure that in case of any shortfall in a quarter, the same shall be made up in the next quarter. However, failure of the co-operative society to achieve the cumulative target on six monthly bases, Company will be entitled for imposing a pre determined and agreed **compensation @ 20% of value of the actual short fall in quantity**. Quantum of compensation shall be calculated considering the applicable contract rate during that period multiplied by an actual shortfall quantity. The compensation will be recovered by way of deduction from the running account bills payable to the contractor or any other amount due/ SD to the co-operative society.
- 5.34.3 Besides above, failure of the Co-operative Society to work as per scheduled targets continuously for three quarters, the company will free to get the work done by making alternative arrangements at the risk and cost of the Co-operative Society and also to recover it the full difference of cost of making such alternative arrangements from the bills or security deposit
- 5.34.4 The compensation will be recovered by way of deduction from the bills payable to the contractor / SD or any other amount due to the co-operative society. The above recoveries will be without prejudice to the other right and remedies available in the contract.
- 5.34.5 The shortfall of one quarter is to be made up in next immediate quarter, [the next immediate quarter is here termed as second quarter for the purpose of understanding the clause]. If this shortfall is not made up in second quarter, then compensation shall be levied on the shortfall of target of the preceding quarter on the applicable rate/s as on the conclusive day of the second quarter, and so on.
- 5.34.6 If annual scheduled quantity is not achieved by the contractor due to any reason beyond the control of the contractor, the annual schedule may be modified and/or completion time may be extended by the company. Compensation for shortfall will be recovered based on such revised target. Decision of the company, whether a particular reason for failure to achieve the target is beyond the control of contractor, shall be final and binding on the contractor.
- 5.34.7 The compensation so paid/and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.
- 5.34.8 If targeted quantity is not achieved by the contractor within contract period due to any reason beyond the control of the contractor, then company may consider waiver of the compensation, if levied. However, in such case the decision of the company shall be final and binding on the contractor.

5.35 RIGHT TO REVIEW PERFORMANCE:

- 5.35.1 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.
- 5.35.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.

5.36 RISK & COST:

The company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the production/ excavation (work) of specified quantity within the scheduled /specific time period. The work can be completed by engaging third party at the risk and cost of the contractor.

5.37 MEASUREMENT, WEIGHMENT, ETC.:

All the trucks carrying low silica limestone gitti product shall be weighed at the company/s weighbridge at Sanu Mines or at any other weigh bridge specified by the company. The weight recorded in the weighment slip shall only be considered & taken as final for determination of quantity of low silica limestone gitti product for the purpose of this contract.

5.38 DETERMINATION OF VARIOUS PARAMETERS

For the purpose of this contract the determination of following parameters as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Co-operative Society.

- 5.38.1 Chemical & Physical analysis of minerals, overburden, interburden, etc., (including moisture determination of minerals & proximate analysis) to determine purities/ grade of ore/ mineral/ etc., and also to classify any material as OB/ IB/ Waste material/ fines.
- 5.38.2 Measurement and calculation of excavation volume, if required.
- 5.38.3 Size determination of the mineral products like gitties, powder etc. including percentage of oversized & undersized material.
- 5.38.4 Weight of material dispatched in trucks as determined at Company's weigh bridge/ any other weighbridge notified by the Company.
- 5.38.5 Stock of mineral at the beginning of the Contract, during the period of the contract & at the termination of the contract.

- 5.38.6 Any other parameter whose determination may be required in terms of this contract.
- 5.38.7 The Co-operative Society, if it so desires, can associate its representatives during the determination of these parameters by the Company.

5.39 CONTRACTOR'S REMUNERATION:

- 5.39.1 The remuneration to be paid by the Company to the Contractor for the entire/whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed, weight recorded in as per weighment on the company's weighbridge at Sanu Mines. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract. The Contractor shall not be entitled for any other payments, except as provided in the contract. The basis of payment shall be the dispatches of main limestone product (finished product in size range of 30mm to 80 mm limestone gitty) (refer 2.1.30) as recorded at company's weigh bridge at Sanu Limestone Mines or any other weighbridge authorized/notified by the company. No advance against undespached stocks shall be payable to the Co-operative Society.
- 5.39.2 The rates quoted and accepted by the contractor shall remain firm & fix except diesel escalation and binding during the currency of the contract period including extended period as mentioned in tender document. Rates shall be deemed to include and cover all cost, expenses and liabilities of every description and all risk of every kind to be taken in executing completing and handing over the work to the company by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely provide those.
- 5.39.3 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, materials, labour, insurance, fuel stores, and appliance to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished/completed in every respect and maintained as shown or described in the contract documents.
- 5.39.4 The schedule of rate/ agreed rates or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, materials of whatsoever kind for the works and shall include an indemnify to the company which the contractor hereby gives against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on the

works of any such articles/processes or materials, other municipal or local board charges, fees, cess, if levied on materials equipment or machinery to be brought to site for use of work, shall borne by the contractor.

- 5.39.5 All customs duties, excise duties, sales tax or any port duties, special road tax, road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess taxes or charges (from or any other body), whatsoever as applicable upto the last date of submission of offer, shall be deemed to be included in and covered by the contract rate or schedule of rate by the contractor. The contractor shall also obtain and pay for all permits or other privilege necessary to complete the work.
- 5.39.6 The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason of accounts whatsoever.

5.40 BASIS OF PAYMENT:

The basis of payment shall be the quantity, as dispatched of finished limestone product only from Company's crushing & screening plant at Sanu Mines, as recorded at RSMML weighbridge at Sanu Mines, or any other weigh bridge as notified by the company on monthly basis.

5.41 ARRANGEMENT FOR DIESEL

The Contractor has to make its own arrangements for Diesel procurement and storage. The Contractor has to obtain requisite statutory permission/clearances from the respective Government Authorities, at its own cost. However, company may on the request of the contractor allot the land in the mine premises for purpose of installation of Diesel Dispensing Pump subject to the condition that the contractor shall use the Diesel from that DD pump exclusively for the purpose of the contract.

In case, when As the diesel is required to arrange by the Contractor Co-operative Society, therefore then the diesel escalation shall be payable as per diesel escalation clause specified elsewhere in the tender.

5.42 DRILLING & BLASTING AND EXPLOSIVE

- 5.42.1 The Co-operative Society at its own cost & expenses shall do Drilling of the blast - holes and Jackhammer drilling in boulders. However the design & layout of the blast holes & pattern of blasting shall be as per directions of the Company.

- 5.42.2 The Company shall conduct the blasting at its own at the mines site of the co-operative society upto the charge factor ceiling of 0.60 Kg of explosive per tonne of finished product on quarterly basis, and will conduct the blasting for the contractor at his risk wherever required.
- 5.42.3 The Company shall procure/stock & arranges for the transportation of explosives and blasting accessories, blasters to the blasting site and will conduct the blasting.
- 5.42.4 The rates quoted by the contractor for this work shall be excluding of the cost of blasting i.e. the cost of explosives and its accessories (up to the charge factor ceiling as mentioned above), storage, transportation, etc. or otherwise.
- 5.42.5 The cost of the explosive quantities consumed by the Company at the contractor's pit in excess of the charge factor ceiling as mentioned above at sub clause will be recovered from the bills of the contractor. The reconciliation of actual charge factor as against the prescribed charge factor ceiling as mentioned above at sub clause will be carried out on quarterly basis considering the actual quantity of explosive consumed and total work done (specify) during respective quarters.
- 5.42.6 The recoveries for the quantity of explosive in excess of the charge factor ceiling as mentioned above at sub clause shall be made on quarterly basis from the running account bills of the contractor based on rates prevailing in respective quarter, inclusive of taxes, duties, freight etc.

Steps for calculation of such recoveries shall be as under.

Step 1. Calculation of weighted rate of explosives Rs/ unit of work (note it should be the same unit as offered by the contractor for the work).

The rate of the explosives in Rupees/Kg for the respective quarter shall be the weighted average calculated on the monthly basis for the quantities of explosives used during the respective month (rate of the explosive prevailing on the last day of month shall be considered)

Step 2. Calculation of total excess quantity of explosives

$$EQE = TE - (QP \times 0.60)$$

Where

EQE: Excess Explosives Qty in Kg

TE: Total Quantity of explosives used during the quarter in Kg

QP: Production of finished Product during the quarter in Tonnes

Step 3. Calculation of amount to be recovered from Contractor

a) $RA = (EQE \times \text{weighted average rate of explosives at Step 1})$

Where

RA: Recoverable Amount on account of explosives in Rs.

Note: For calculating charge factor ceiling, consumption of detonating fuse, electric detonators & cord relayed shall not be included. However, if excess quantity of explosive is consumed in any quarter then cost of detonating fuse, electric detonators & cord relayed for excess quantity shall also be taken care off.

- 5.42.7 The Company shall undertake Explosive Charging and other Blasting works. However, sufficient labours shall have to be provided by the Co-operative Society during these operations at its own cost & expenses.
- 5.42.8 Arrangement required for secondary/muffle blasting, if necessary, may have also to be done by the Co-operative Society for which no extra payment shall be made by the Company.
- 5.42.9 The Co-operative Society shall ensure that all persons within a radius of 500 meters from the place of blasting have taken proper shelter, apart from giving sufficient warning over the entire zone.
- 5.42.10 During the drilling of blast holes, the Co-operative society shall use dust extractors and practice wet drilling (including in-built wet drilling system) to ensure effective suppression of the dust generated during drilling. For wet drilling the Co-operative society will make its own arrangements for getting water at its own cost.

5.43 TERMS OF PAYMENT (BILLING):

For obtaining running account payment the contractor will submit a bill in triplicate to the Engineer In charge of the work/s executed during a month (calendar) before the expiry of the first week of the succeeding calendar month alongwith following details:

- i. The date wise monthly loading statement of product & by product.
- ii. Certificate from authorised dealer of HSD, for diesel price on 1st day of every month.
- iii. Copy of documentary evidence about deposition of the service tax to the respective authority for the concern billing period.
- iv. Copy of wages payment sheet of the previous months to the employees actually employed by the contractor at Mines. The details of the PF deducted in the respective period against the concern employee should be clearly shown.

Note:

a) **No payment shall be made** for any other ancillary work/production/dispatches of Sub Grade Material/By Product(s) etc. i.e. for the work not mentioned in the proforma of the price bid.

b) No advance against un-dispatched stocks/ or any other such cases where the basis of payment is not the actual production, shall be payable to the Contractor.

5.44 RATES:

The agreed rates shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation, except as mentioned in the tender document.

5.45 LIMITATION OF PAYMENT:

5.45.1 If at any time the Company wants more work i.e. in excess of quantity beyond maximum tolerance as specified in tender, then the same shall be undertaken by the contractor on such terms & conditions as may be mutually agreed to & approved by the company in writing in advance.

5.45.2 Payment shall be made only for the portion of work done by the contractor during the entire contract period.

5.46 ESCALATION/ DE-ESCALATION:

The diesel consumption norm of 1(one) liter per MT of finished product for entire work, as specified in scope of work, shall be treated for computation for diesel escalation /de-escalation. The price of diesel of HPCL for Jaisalmer Rs. Rs 60.71 per ltr. shall be considered as base price for this purpose. In case of increase/ decrease in prices of diesel, the diesel escalation /de-escalation shall be considered on above mentioned diesel consumption norm.

Beside it, no other escalation shall be payable to the contractor during the currency of the contract except for variation in statutory taxes, duties and levies as mentioned in the tender.

5.47 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, rejected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the rights/powers of the company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the contractor within **75 (Seventy Five) days = (60+15=75) days** from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.48 PAYMENT OF CONTRACTOR'S BILL:

Unless otherwise specifically provided, running account payment (progressive payment) will be made to the contractor by the company keeping in view the

quantum of work done and measured, approved and certified as aforesaid. Company shall be entitled to deduct Income Tax & such other taxes at source from the bills of the contractor as may be required by any department of State/ central Govt. or any other statutory body including advances paid to the Contractor. The Contractor, on submitting the bill for the work done, is entitled to receive a monthly payment subject to approval and passing of the same by the Engineer-Incharge. The Company shall make payment due to the Contractor by crossed Account Payee Cheques/ RTGS/Pay advice. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp.

5.49 WITHHOLDING PAYMENT TO CONTRACTOR AND COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR:

5.49.1 Progressive payment at any time may be withheld or reduced, if, in the opinion of the company the Contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the Contractor fails to pay his labour, for material and other bills as they become due. The company shall in no way be responsible for such withholding of payments.

5.49.2 The company shall have lien on all amounts that may become due and payable to the Contractor under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor and the security deposit, bank guarantee etc. furnished by him under the contract for or in respect of any debit or sum that may become due and payable to the Company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor, unless the contractor pays and clears the claim in full immediately on demand in cash to the company.

5.50 CLOSING OF THE CONTRACT:

5.50.1 Within 70 (Seventy) days= (60+10=70 days) of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-Charge completion certificates as to the completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden, materials, structures etc.

5.50.2 If the contractor shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the contractor remove such rock (overburden) surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) material or surplus material as aforesaid except for any sum actually realized by the sale thereof.

5.51 APPLICATION FOR COMPLETION CERTIFICATE:

- 5.51.1 When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.
- (i) Details of quantum of work completed by the contractor.
 - (ii) Three sets of calculation sheets (back up papers) thereof.
 - (iii) Weighment statements from the concerned department of company.
 - (iv) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
 - (v) Details of PF deposited by the contractor.
 - (vi) No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
 - (vii) Indemnification Bond on **Rs. 100/- on Non-Judicial stamp paper.**
- 5.51.2 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company and the DGMS or other statutory authority from time to time.
- 5.51.3 The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him/it under the contract. The final bill shall be submitted by the contractor within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.52 FINAL CERTIFICATE:

Upon expiry of the period of liability and subject to the Engineer-In-Charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager of SBU&PC-Limestone shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager SBU&PC-Limestone.

5.53 FINAL PAYMENT AND RELEASE:

- 5.53.1 On completion of the work and issuance of completion certificate, the contractor shall submit his / its final bill indication the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of

the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

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

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

5.53.4 Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/ it within one month.

U N D E R T A K I N G

I/We have carefully gone through & fully understood all above special terms and conditions dealt in various chapters of this section of tender spelt out in various chapters, clauses, sub-clauses etc. and these are acceptable to we/us.

For and on behalf of the tenderer

Signature of tenderer
With seal

Dated-----

Place-----

LETTER OF SUBMISSION OF TENDER

FROM
M/s _____

DATE: ----

To,
**The Group General Manager (Contract),
Rajasthan State Mines & Minerals Ltd.,
4-Meera Marg,Udaipur-313001 (Rajasthan).**

Sub: Tender for Excavation, transportation & Feeding of ROM into Departmentally operated Company's crushing & screening plants located at Sanu Limestone Mines and other related work for Production of Limestone Gitti i.e.+40mm to -80mm and +30mm to -50mm or any size required by steel plants in size range between +30 mm to -80 mm and as detailed out in the tender document.

Ref: - e-Tender No. RSMML/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

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 quote 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 ad 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 stipulated as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft in favour 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.
DD No. Date Name and Address of Bank Amount
5. In the event of acceptance of our tender, I/ We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/We enclose documentary proof of all requisite document as specified in the tender document.
7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no 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, The _____ day of, _____ 20...

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

CHECK LIST TO BE ENCLOSED WITH ‘TECHNO-COMMERCIAL (PART-I) BID’

e-Tender No. RSMM/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

Name of Tenderer _____

The Check List should be submitted alongwith TECHNO-COMMERCIAL (PART-I) BID’ in the proforma given below: -

1.0	Status of tenderer:	
	Individual	
	Proprietorship Firm: Attach duly attested affidavit in support of your status.	
	Partnership Firm: Attach copies of Partnership Deed.	
	Co-operative Society registered under RAct-1965 Attach duly attested copies of Registration Certificate, Bye laws, list of Members & list of Managing Committee	
	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited Companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association & Memorandum of Association allow the Company to take subjected contract work and it is not ultra virus.	
	Public Sector Undertaking (Attach supporting documents duly attested)	
	Others (Please specify) – Attach duly attested supporting documents.	
2(i)	Details of Tender document fees	DD No.and name of Bank
2(ii)	Digital signed tender document as issued by Company/downloaded by the tenderer/ authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.	
3.0	Power of Attorney/ Board Resolution in favour of the authorised representative signing the tender.	
4.0	Turn over during last financial years.	
	(2015-16)	
	(2014-15)	
	(2013-14)	
	(2012-13)	
5.0	Duly attested copies of Audited balance sheets & P&L accounts of above financial year in support of turnover	

6.0	Main business activities (experience) of the tenderer	
8.0	Details of present commitments.	
9	Whether the tenderer has proposed any addition/ modification/ deviation to the terms & conditions of the tender.(Exception/Deviation)	Note: If yes, please provide details as per Exceptions and Deviations statement
10	Proposed site organization	
11	List of trained & experienced Technical persons employed with the contractor showing their qualification and experience.	
12	The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive..	
13	Affidavit on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes / No.
14	Affidavit as per format- if tenderer is not covered under EPF Act	
15	Undertaking to become member of co-operative society as per Formate.	
16	Details of Earnest money deposited	
17	PAN no.	
18	PF account No. with copy of registration	
19	Service Tax Registration No.	
20	MSMED Registration details	
21	Here it is confirmed that the retail price of diesel of HPCL for Jaisalmer i.e. Rs 60.71 per liter as on dated 30.06.2016 is considered as base price for quoting the rates in part-II	

- The Tenderer shall upload the required document. Before uploading the document read carefully the tender document conditions/ stipulations and encloses the requisite documents only.

Date: -----

Place-----

Signature of tenderer/s
With seal & Date

with seal

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

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

Name & Signature of Tenderer
with seal

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

EXCEPTIONS AND DEVIATION

e-Tender No. RSMM/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

Name of Tenderer _____

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

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

Signature of tenderer/(s)
with seal

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

PROPOSED SITE ORGANISATION

e-Tender No. RSMM/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

Name of Tenderer _____

The Tenderer is to indicate herewith-proposed site organization, indicating the number of persons along with their role & responsibilities, which he proposed to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Engineer-In-Charge.

Signature of tenderer/(s)
with seal

Performa of "PRICE-BID"

To be submitted strictly online in the prescribed format provided at <https://eproc.rajasthan.gov.in> else tender will liable to be rejected.

e-Tender No. RSMM/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

PROFORMA FOR 'PRICE BID' BOQ (for reference)

Particulars	Approx. Total tendered Quantity (in MT)	Rate (Rs/MT)
Excavation, transportation & Feeding of ROM into Departmentally operated Company's crushing & screening plants located at Sanu Limestone Mines and other related work for Production of Limestone Gitti i.e.+40mm to -80mm and +30mm to -50mm or any size required by steel plants in size range between +30 mm to -80 mm and as detailed out in the tender document.	1800000	In Figure----- In Word-----

NOTE:

- The rate quoted will remain firm & fixed except diesel escalation specified in tender document and inclusive of all taxes, duties, levies including Service tax, etc. Prevailing rate of service tax is 15%
- The retail price of diesel of HPCL at Jaisalmer i.e.Rs 60.71 per litre is considered as base price for quoting the above rates.

Dated: -----

Place: -----

**Signature of tenderer/s
with seal**

Annexure- I

(To be typed on Non Judicial stamp paper of Rs. 50)

UNDERTAKING

I.....age.....years, resident of.....as a proprietor/Partner/Director(as case may be)of M/s..... (name of tenderer), here by undertake that I shall become a member of the Co operative Society, which shall be formed as per terms of tender incase work is awarded against the e-Tender No. RSMM/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

Place:

Date

Signature with seal Name

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD.

Annexure-II

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G. _____

Dated 00.00.....

This Deed of Guarantee made between _____ a PSU Bank(except SBI) / ICICI/Axis/HDFC, 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 & 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 include 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 provisions 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. _____.

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 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 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 discharges 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 00.00.200..(scheduled completion date plus six months), the bank shall be discharges 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 surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at 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-Limestone 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 extent 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 not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with 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. 00/-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 _____ date of _____

PROFORMA OF GUARANTEE BOND FOR Bid Security/ EARNEST MONEY DEPOSIT

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

B.G. No. _____

Dated _____

This Deed of Guarantee made between _____ 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) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to furnish BG for Bid Security/ EMD from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of e-Tender No. RSM/CO/GGM(C)/Cont-07/2016-17 Dated: 30.06.2016 for "EXCAVATION, TRANSPORTATION & FEEDING OF ROM INTO DEPARTMENTALY OPERATED COMPANY'S CRUSHING & SCRENING PLANT AND OTHR SERVICES FOR PRODUCTION OF LIMESTONE GITTI AT SANU LIMESTONE MINES, DISTT. JAISALMER (hereinafter called 'the said Tender) of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs.

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

- (i) We, _____ (Bank) do hereby undertake to pay to the company an 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 Tenderer of any of the terms and /or conditions contained in the Agreement (the decision of the company as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us).
- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer 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 tenderer of any of the terms and condition contained in the said tender by reason of the said tenderers failure to keep the said tender open. 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.
- (iii) We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender

is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before, the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GGM(Cont.) shall be deemed to be sufficient demand under this guarantee.

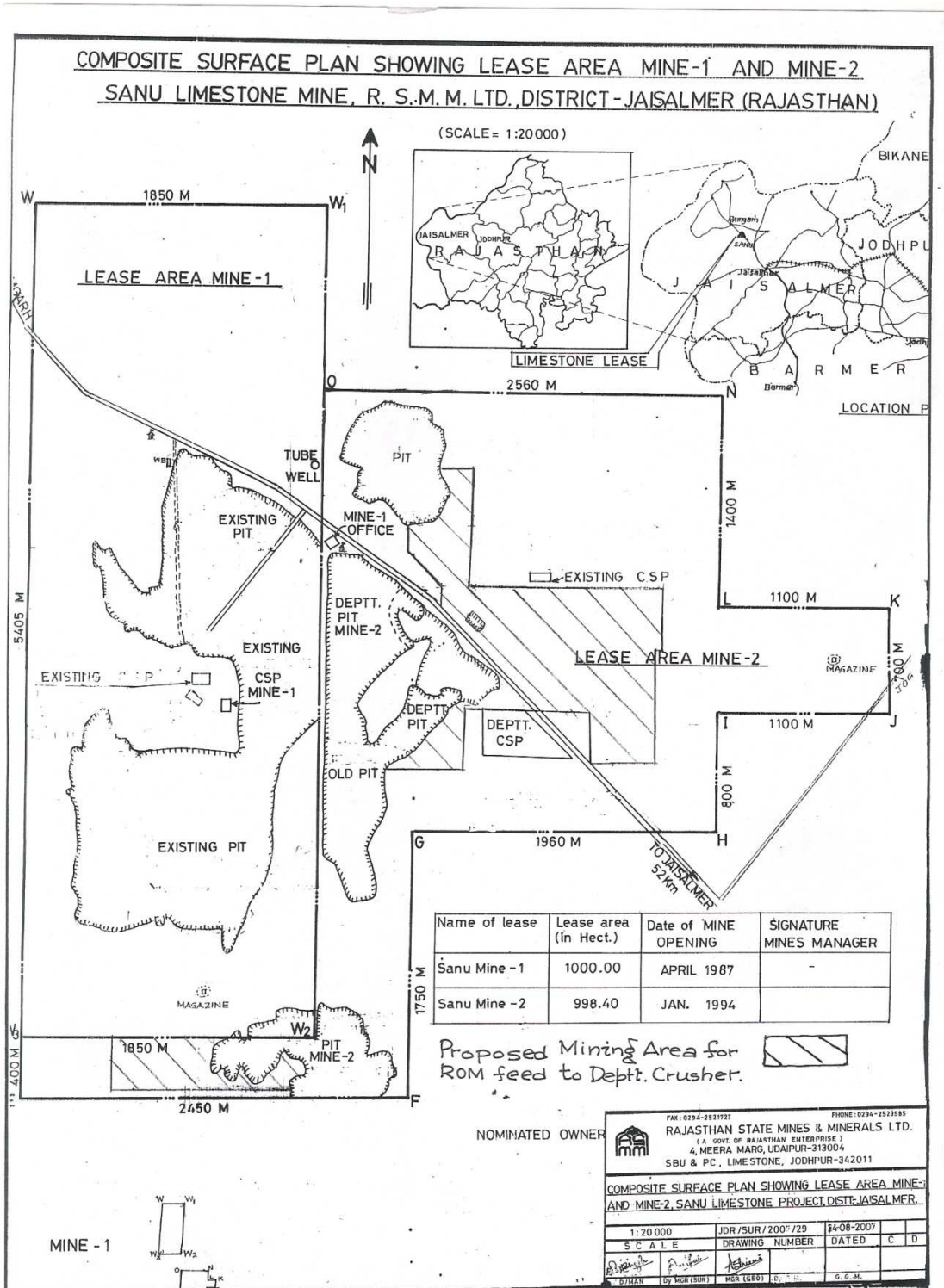
- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer 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 Tenderer
- (v) 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 tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer 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 of amount not exceeding Rs. is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (viii) 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 date _____ granted to him by the Bank.
- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction

**IN WITNESSETH I, hereby _____, son of _____
(designation) _____ (branch) constituted attorney of the said bank have set
my signatures and bank seal on this guarantee which being issued on non-judicial stamp as per
Stamp Act Prevailing in the state of Rajasthan, executed on this date ____ of _____,
20...**

Annexure-IV

e-Tender No. RSMML/CO/GGM (Cont.)/Cont-07/2016-17, Dated 30.06.2016

Composite surface plan showing Sanu-2 Limestone mines area of RSMML, Jaisalmer (Rajasthan)



Co

Annexure-V

AFFIDAVIT

(on non judicial stamp paper worth Rs. 50/-)

Tender No.....
Name of Tenderer.....

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

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I / We have not been banned or suspended /de-listed by RSMML.
- (3) I / We declare that I/We have not mentioned any exception /deviation of the tender conditions anywhere else in our offer &
- (4) I / We declare that price bid is in prescribed & no conditions are attached to it. Even if any conditions /s found, those would be ignored at the risk & cost of us.
- (5) That we are registered under MSMED act & the registration number of the firm is..... (Copy enclosed).

Or

That we are not registered under MSMED act.

- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD.

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 contractor 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/contractor for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted For procurement in response to Notice Inviting Bids 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 –

**Department of Mines & Petroleum,
Secretariat,
Jaipur**

The designation and address of the Second Appellate Authority is –

**Department of Finance,
Secretariat,
Jaipur**

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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.

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.