



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

e-TENDER DOCUMENT
FOR

Manufacturing and delivering Bulk Site Mixed Emulsion Explosive down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)

e-Tender No. RSMM/ CO/GGM(Cont)/Cont-13/16-17/ Dated 03.11.2016
Issued by
Gr. General Manager (Contracts),
Corporate Office,
RSMML, Udaipur

Cost of Non Transferable

Tender Document(including tax) : Rs 4580/-

Date of downloading of Tender: From 04.11.2016 to 05.12.2016 up to 1.00 pm

Pre-Bid Meeting: 24.11.2016 at 11:00 AM at Corporate Office, Udaipur.

Last Date of submission of online Tender : 05.12.2016 up to 3.00 pm

Date of online opening of Techno-commercial Part: 06.12.2016 at 3.30 pm

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
Fax :0294- 2428768,2428739

SBU & PC - Rock Phosphate,

Jhamarkotra Rock Phosphate Mines, Post:
Jhamarkotra - 313015, UDAIPUR
Phone: 0294-2342441-45FAX: 0294-
2342444



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

Phone : 0294-2803519,2428763-67, fax 0294-2428768,2428739

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

Ref. no :- RSMM/CO/GM(Cont)/Cont-13/2016-17-

Dated. 03.11.2016

DETAILED e- NOTICE INVITING TENDER

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

Brief Description of work	Period of Contract	Estimated total tendered quantity	Bid Security/ EMD
Manufacturing and delivering Bulk Site Mixed Emulsion Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)	60 Months	7500 MT	Rs.59.80 Lakhs (By BG/DD)
Cost of tender document Rs. 4580/-is inclusive of VAT, payable by DD 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 04.11.2016 to 05.12.2016 up to 1.00 PM		
Pre- bid meeting	Dated 24.11.2016 at 11:00 AM at CO, Udaipur		
Last Date & Time of Submission of offer	Dated 05.12.2016 up to 3:00 PM at CO, Udaipur		
Date of opening of Techno Commercial offer	Dated 05.12.2016 at 3:30 PM at CO, Udaipur		

Tenderer shall be pre qualified on the basis of criteria mentioned below-

- i.) The tenderer should possess a valid license to manufacture & supply of Site Mixed Emulsion Explosives using BMD truck/s from the Chief Controller of Explosive.
- ii.) The tenderer should have minimum turnover of Rs. 7.48 Crore in any of the immediate preceding four financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in tenderers name.

Tender is to be submitted online at <https://eproc.rajasthan.gov.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.

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 and should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 and in the tender document. Appropriate action against such bidder in accordance with section 11 & chapter IV of the Act 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.

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

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.

General Manager (Contracts)

Note: The tenderers are advised to keep visiting RSMML/E-Proc/SPPP website till due date /extended due date(s) of tender for corrigendum /addendum if any to the tender. Only DD of EMD, Tender document fees, processing fees, declarations and affidavits shall be physically deposited in original to RSMML, Corporate office, Udaipur & scanned copy of the same has to be loaded with other documents on or before the due date of submission.

SECTION- II

DEFINITIONS & INTERPRETATIONS

2.1 DEFINITIONS:

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

- 2.1.1 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.2 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.3 "**Head of SBU & PC - Rock Phosphate**" shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 2.1.4 "**General Manager (Contract)**" shall mean the General Manager (Contract) of Rajasthan State Mines and Minerals Limited so designated for Contract Division of RSMML, 4, Meera Marg, Udaipur or his successors in office so designated by the Company.
- 2.1.5 "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.6 "**Mines Manager**" shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2.1.7 "**Engineer-In-Charge**", (EIC) 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 - Rock Phosphate.
- 2.1.8 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.9 "**Contractor**" shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, project in-charge or successors and executors.
- 2.1.10 "**Sub-Contractor**" shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 2.1.11 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance awarding the work.
- 2.1.12 "**Tender**" shall mean the offer/bid submitted by the Contractor against this inquiry for acceptance by the Company.
- 2.1.13 "**Work/s**" shall mean and include manufacturing and delivering Site Mixed Bulk Emulsion Explosives down the holes at Jhamarkotra Rock Phosphate Mines to be executed in accordance with the terms of the contract.
- 2.1.14 "**Contract Rate**" or "**Schedule Rate**" or "**Tendered Rates**" or "**Rate of**

- Remuneration**" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the Contract.
- 2.1.15 "**Schedule of Quantities and Rates**" shall mean the supply of Bulk Emulsion Explosive as per schedule incorporated in the contract, for the execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to supply the explosive under the contract during the contract period.
- 2.1.16 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.17 "**Rock**" shall mean all types of overburden, waste, secondary ore and Rock Phosphate ore of all the types, grades and categories encountered at Jhamarkotra Mines.
- 2.1.18 "**Tonne**" shall mean metric tonne (1000 Kilograms).
- 2.1.19 "**Letter of Acceptance**" shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/e-mail.
- 2.1.20 "**Mobilization Period**" shall mean the time allowed to contractor to mobilize the equipments, material & man power to commence the work.
- 2.1.21 "**Commencement of Work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 2.1.22 "**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.
- 2.1.23 "**Alteration/Variation Order**" means, any order given in writing by the Engineer-In Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2.1.24 "**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.
- 2.1.25 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.26 "**Final Certificate**" in 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 - Rock Phosphate.

2.2 **INTERPRETATIONS:**

- 2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 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 Phosphate Division 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 associations, 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 Explosive and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-divisions 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 in writing 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.

SECTION- III

INSTRUCTIONS TO THE TENDERER

3.1 TENDERER TO OBTAIN THE INFORMATION HIS OWN:

- (i) Tender is to submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- (ii) 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" is to know the process for submitting the electronic bids at web site. The complete bid document has been published on the web site <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document and e-Tendering processing fee.
- (iii) All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading & also signed digitally by the designated authorized representative of the bidder.
- (iv) A scanned copy of EMD, e-Tendering processing fee & cost of tender document must be enclosed along with the technical bid proposal failing which the bid will be summarily rejected.
- (v) The demand draft towards the cost of tender document fees, earnest money deposit & processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to General Manager (Contract), RSMML, Corporate office, Udaipur. This envelope should be marked with NIT number & work, name & address of the contractor; telephone no. etc. is to be written on the top for clarity. This envelope should be submitted in the office the General Manager (Contract), RSMML, Corporate office, Udaipur on or before the date & time as mentioned in the notice inviting tender. The company shall not be responsible for any postal delay. In case of non receipt of the same prior to the time of scheduled submission of the tender, the offer of the tenderers shall be rejected.
- (vi) The tenderers while quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderers are required to satisfy himself in all respect before the submission of offer.
- (vii) The tenderers shall be deemed to have thoroughly examined the tender document, have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates & have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release to the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderers is deemed to know the scope, nature & magnitude of the works & requirement of the materials, lubricant & oil & its storage equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing similar & same type of work etc & as to what all works he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract

documents. The contractor shall be deemed to have visited site, availability of water, electric power, labour etc, transportation & communication facilities, probable sites for labour accommodation & store go-downs etc & all other factors involved in the execution of works.

- (viii) 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 & submit the bid electronically through the e-tender portal.
- (iii) The bidders are requested to download the e-tender help manual & 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 provision of Government of India IT Act.
- (v) The technical bid form & price bid form will be available in prescribed format for down loading. The registered bidders can log into the e-Tender system & download the bid forms.
- (vi) The bid form/s should be filled & submit using the Digital Signature Certificate. The supporting documents as required in support of tender should be scanned & 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 FEES:**

The tender document fees as mentioned in the NIT shall be paid by way of Demand Draft in favour of RSMML payable at Udaipur.

3.4 **e-TENDERING PROCESSING CHARGES:**

For each & every bid submitted a non-refundable processing charge Rs.1, 000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL "payable at Jaipur. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date & time of submission of the tender.

3.5 **ONE BID PER TENDERER:**

Each tenderer shall submit only one tender, either individually or as a partnership firm or a private/public limited company.

3.6 **COST OF BIDDING:**

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.

3.7 **GENERAL INSTRUCTIONS FOR FILLING THE TENDER:**

- (i) All uploaded 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.
- (ii) Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- (iii) Canvassing in connection with tenders is strictly prohibited for tender submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- (iv) Tenderers, in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.
- (v) The company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

3.8 **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:**

- (i) 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 to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- (ii) 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.
- (iii) Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

3.9 **PRE BID MEETING:**

- (i) RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the tenderers on this tender document. The meeting will be held at Corporate office, Udaipur at 11:00 AM on 24.11.2016
- (ii) Tenderers are also advised to send their queries/clarifications addressed to the Group General Manager SBU & PC- Rock Phosphate, RSMML, Jhamarkotra Mines, Udaipur – 313015 , so as to reach him at least seven (7) days before the scheduled date of the pre bid meeting. A copy of this communication should also be endorsed to the General Manager (Cont.), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001.

- (iii) Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However the tenderers are requested to confirm their participation.

3.10 ADDENDA/CORRIGENDA:

- (iv) Addenda/corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work of the tender documents etc.
- (v) Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

3.11 CURRENCIES OF THE BID AND PAYMENT:

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

3.12 SUBMISSION OF TENDERS:

The tenders shall be submitted online as prescribed above in the tender document. The "Techno-Commercial Bid" should contain the following;

- a) Complete set of tender document duly sealed & signed on each page by the tenderer as in token of acceptance of terms & conditions of this tender.
- b) Letter of submission of tender as per Form-1.
- c) Power of Attorney in favour of the authorized representative signing the tenders.
- d) Earnest Money Deposit (EMD) in the manner as prescribed in the NIT.
- e) Details of the tenderer in Form-2 along with proof of status of tenderer as Individual Proprietary Firm, Partnership Firm, and Company etc. by way of Registration Certificate /Memorandum & Article of Association /Registration Deed etc duly attested.
- f) Copy of PAN Card (Income Tax Number).
- g) Copy of Service Tax Registration number.
- h) Attested copy of the Audited Balance Sheet and Profit & Loss A/c for the financial years prescribed in the tender document in support of the turnover.
- i) Undertaking, that no condition is mentioned in Part II i.e. 'Price Bid' and conformation to the effect that the price quoted in Part II 'Price Bid' of the tender will remain firm during contract period, and the Contractor shall not be eligible for any escalation in the rates except as detailed in clause 5.16 & on account of variation in taxes & duties. Even if any condition/s are mentioned those would be ignored, at the risk & cost of the tenderer.
- j) Copy of License to manufacture Site Mixed Emulsion Explosive.
- k) Full technical details about the BMD pump trucks attached to SME support Plant .It should include detailed technical specifications including blue print of fabrication details of the pump trucks.
- l) "Exceptions and Deviations" as per tender conditions in Form-5 enclosed. However it will be desirable that deviations are avoided as far as possible & rate offer be made based upon the tender terms & conditions .Exceptions & deviations made elsewhere in the offer shall be ignored.

- m) Provident Fund Account Number of establishment and its effective date or affidavit as per “annexure D”.
- n) Duly filled Form 2 to Form 5 of tender document.
- o) Undertaking/affidavit as per Annexures given in tender document.

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

3.13 **PART II ‘PRICE BID’ (BOQ):**

- (i) The ‘Price Bid’ shall be submitted on line in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa at Form- 6 BOQ & 7 for quoting the price offer.
- (ii) The rates are to be quoted in Rupees as per the price format.
- (iii) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in Special Terms & conditions of the tender document.

3.14 **DEADLINE FOR SUBMISSION OF BIDS:**

The company may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the company and of the tenderers, which were previously subjected to the original dead line, will then be subjected to the new deadline.

3.15 **LATE BIDS:**

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

3.16 **OPENING OF THE TENDER:**

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

3.17 **EXCEPTIONS AND DEVIATIONS:**

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Should it become necessary to take any exceptions &/or deviations, then those be given in the Form-5 only. Deviations mentioned elsewhere would

plainly be ignored without any consequences. No exception & deviation should be mentioned in price bid. The exceptions & deviations, if mentioned by the bidder & if, in the opinion of the company, can be evaluated after loading financial component on the price offered by the tenderer, the same shall be evaluated at the sole discretion of the company. An exception or deviation, if not acceptable to the company, can result into rejection of the offer.

3.18 **BID SECURITY/Earnest Money deposit (EMD):**

- i. The tenderer must pay Earnest Money/Bid Security as detailed out in NIT in the form of Crossed Demand Draft/Banker's Cheque (having **validity of three months**) in favour of RSMML payable at Udaipur and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected. In case the EMD is in the form of **Bank Guarantee (BG)**, same should be as per the prescribed format of RSMML annexed with the tender & having **validity of six months** (plus grace period of 3 months) issued in favour of the company by **any Public Sector Bank (except SBI) /ICICI/HDFC/AXIS Bank having its branch at Udaipur** on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs.25,000/- or on appropriate value under Indian Stamp Act prevailing on the date of issue of BG. No interest shall be paid by the company on the earnest money so deposited by the tenderer.
- ii. 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 (or dis-qualified bidders) will be refunded at the earliest.
- iii. The earnest money of the tenderer, who are technically successful but not awarded the work, shall be refunded/ returned after issuance of LOA to successful tenderer and its acceptance by him or at expiry of the validity period of this tender, whichever is earlier.
- iv. The earnest money deposited by the successful tenderer will be refunded after submission of SD.
- v. The earnest money of a tenderer shall be forfeited in the following cases;
 - a) If the tenderer at his own withdraws or modifies the offer after submission of the tender.
 - b) If the tenderer does not submit the prescribed security deposit within prescribed time frame but before release of first bill.
 - c) If the tenderer does not execute the agreement in the prescribed form within one month of the date of LOA/DLOA issued but at least before release of first bill.
 - d) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
 - e) If the work is not commenced within the stipulated period.

3.19 **VALIDITY:**

- (i) Tender submitted by tenderer shall remain valid for acceptance for a period six months, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than six months is liable to be rejected. The tenderer on its own shall not during the period of six months or in extended period, revoke, 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 & tender will not be considered for further evaluation.

- (ii) 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 responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

3.20 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- (i) Prior to the detailed evaluation of bids, the Company will determine whether each bid;
 - a) Meets the eligibility criteria;
 - b) Has been properly signed, dated & sealed;
 - c) Is accompanied by the required securities; and
 - d) Is substantially responsive to the requirements of the bidding documents.
- (ii) A substantially responsive bid is one, which confirms to all the terms, conditions and specification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;
 - a) Which affects in any substantial way the scope, quality or performance of the work; and /or
 - b) 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
 - c) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids.

3.21 EVALUATION OF TECHNO-COMMERCIAL BID:

- (i) The Techno-commercial bids of substantially responsive tenderer 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.
- (ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- (iii) The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.
- (iv) The price bid of only those bidders shall be opened who qualify in technical bid.
- (v) In the case, when the quotations given by the tenderer during negotiation is higher than the original quotation of the tenderer, then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- (vi) In case of negotiations, representatives of the tenderer attending the negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations & rates offered by them.

3.22 **CORRECTION OF ERRORS:**

- (i) Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
 - a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
 - b) Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) Discrepancy in 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.
- (ii) 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.

3.23 **PROCESS TO BE CONFIDENTIAL:**

- (i) Information, relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the company's processing of bids or award decision may result in rejection of his bid.
- (ii) 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.

3.24 **NEGOTIATION**

- (i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- (ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- (iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

3.25 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- (i) 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/E-mail/Fax. 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 (hereinafter and in the Contract called “the Contract Price”).

- (ii) 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/DLOA.

3.26 INTERFERENCE WITH PROCUREMENT PROCESS:

- (i) 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.
- (ii) 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.

3.27 SIGNING OF THE CONTRACT AGREEMENT:

- (i) The successful tenderer shall be required to execute an agreement with the company on non-judicial stamp paper of appropriate value (prevailing under Indian Stamp Act on the date of signing of agreement) within 30 days from the date of issuance of LOA/DLOA but before the commencement of work. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- (ii) The contract agreement shall consist of (1) an agreement on non-judicial stamp paper of appropriate value, (2) tender document, along with the addend/corrigenda, if any (3) Letter of Acceptance &/or Detailed Letter of Acceptance (4) Agreed variations, if any & (5) any other document as mutually agreed.

3.28 RIGHTS OF COMPANY:

- (i) The Company reserves the right;
 - a) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - b) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - c) To increase / decrease the quantity and period of contract.
 - d) Not to carry out any part of work.
 - e) To reject the offer, if is established that the tenderer has submitted any wrong/misleading information and forged documents along with offer or thereafter.
- (ii) 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.

3.29 **REFUSAL / FAILURE:**

In the event the tenderer, after the issue of communication of acceptance of tender by the company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and 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.

3.30 **APPEALS**

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

SECTION- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT

- 4.1.1 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.
- 4.1.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer In-charge whose decision shall be final and binding.
- 4.1.3 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.

4.2 SECURITY DEPOSIT

- 4.2.1 The successful tenderer shall furnish a Security Deposit equivalent to 10% of the total contract value through Banker's Cheque/Demand Draft/Bank Guarantee (BG) in favour of the Rajasthan State Mines & Mineral Limited, Udaipur within 30 days of issuance of LOA/DLOA. The BG should be provided in the approved format of the company issued by any Public Sector Banks (except SBI), ICICI Bank/Axis Bank/HDFC Bank having its branch at Udaipur on Non-Judicial Stamp Paper of 0.25% of BG value subject to maximum of 25,000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. The BG shall be valid for the total contract period including extension plus grace period of six (6) months beyond the contract period. In case of invoking the BG, the amount shall have to be paid by the bank having its branch at Udaipur.
- 4.2.2 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.
- 4.2.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.2.4 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.
- 4.2.5 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.

- 4.2.6 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.
- 4.2.7 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.2.8 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.
- 4.2.9 No interest is payable on Security deposit amount.
- 4.2.10 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.

4.3 **PROVIDENT FUND**

- 4.3.1 The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.3.2 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.3.3 However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challans for the amount deposited in RPFC office till previous month, failing which no payment will be made for running account bill submitted by the contractor to the Engineer-In-Charge.
- 4.3.4 Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorized to deduct a lump sum amount @ 10% of the bill amount on account of PF. which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund Commissioner on its demand, as and when made, under intimation to the contractor.

4.4 **SUB-LETING OF WORK:**

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 of RSMML and doing so shall render the contract to be terminated on risk and cost of the contractor.

4.5 **PATENTS/COPY RIGHT/TRADE MARK**

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 defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

4.6 **IMPORT LICENCE/FOREIGN EXCHANGE**

If any item is required to be imported for the execution of contract, same shall be arranged by the contractor at its own cost.

4.7 **CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS /EMPLOYEES**

4.7.1 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.

4.7.2 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.

4.7.3 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.

4.8 **STATUTORY OBLIGATIONS:**

The contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and Local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety/Petroleum and Explosives Safety Organization etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons

whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

4.9 TAXES

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

4.9.2 The rates quoted & accepted by the company are inclusive of all taxes/duties/ levies including of RVAT & Service Tax as applicable on the last date of submission of the tender. The present applicable rate of Service Tax is @ 15%.

4.10 INDEMNITY

4.10.1 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.

4.10.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

4.10.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, Explosive Act and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

4.11 WAIVER AND LIABILITY TO PAY COMPENSATION:

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.

4.12 **COMPANY NOT LIABLE TO PAY COMPENSATION:**

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

4.13 **NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason whatsoever. The Company's decision in this regard shall be final and binding on the Contractor.

4.14 **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

If at any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety or Petroleum and Explosives Safety Organization 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 contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not derive 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 alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

4.15 **USE OF COMPLETED WORKS:**

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 by the Engineer-In-Charge whether specifically mentioned in the contract 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 Regulations 1961 and directives issued from time to time by the Directorate General of Mines Safety & / or Petroleum and Explosives Safety Organization and/or other statutory authority.

4.16 **MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

4.16.1 The Contractor will have to bring & deploy requisite machinery, labour, tools, tackles, equipment etc. required to execute the contract at its own cost & to the

entire satisfaction to the RSMML.

- 4.16.2 The contractor shall make its own arrangement at its own cost for facilities like fuel, lubricant, compressed air, water, diesel for BLS pump trucks etc. required for satisfactory execution of the contract.

4.17 **DISCREPANCIES BETWEEN INSTRUCTIONS:**

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.

4.18 **INSPECTION OF WORKS:**

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 given to the Contractor, whether himself be present to receive orders and instructions or have a responsible authorize representative duly accredited in writing present for the purpose. Orders given to the Contractor's authorize representative shall be considered to have the same force as if they had been given to the Contractor himself/itself.

4.19 **ASSISTANCE TO THE ENGINEER-IN-CHARGE:**

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

4.20 **CONTRACTOR'S OFFICE AT PLANT SITE:**

The Contractor 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.

4.21 **SAFETY, SANITARY & MEDICAL FACILITIES:**

- 4.21.1 The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide 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.

- 4.21.2 The Contractor shall be responsible for the safety and discipline of his employees 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.
- 4.21.3 The Contractor shall promptly and immediately report any 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.
- 4.21.4 All portions of the work shall be maintained in neat, clean and sanitary condition at all times.
- 4.21.5 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. Medical check-ups & Vocational Training of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

4.22 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

- 4.22.1 The contractor 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.
- 4.22.2 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees 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 the 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 costs/compensation in connection therewith.
- 4.22.3 The Contractor 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 relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

4.23 DAMAGE TO PROPERTY:

The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his cost to the satisfaction of the Company any loss or any damage to buildings, 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.

4.24 FIRE PREVENTION:

The Contractor shall take all reasonable precautions to prevent fire in the vicinity of his/its operations, and shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his employees or his subcontractors or their employees or Company's operations or its employees.

4.25 RIGHTS OF VARIOUS INTERESTS:

4.25.1 The Contractor 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.

4.25.2 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.

4.26 POWER OF ENTRY

4.26.1 During execution of Contract, if in the opinion of Engineer-In-charge, it is found that:

- i.) Contractor has failed to execute the Contract in conformity with contract document or
- ii.) Contractor has substantially suspended work or the works for a continuous period of 7 days without permission from the Engineer-In-Charge, or
- iii.) Contractor has failed to carry on and execute the works to the satisfaction of the engineer Incharge, or

- iv.) Contractor 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.) Contractor has abandoned the works, or
- vi.) Contractor during the continuance of the contract has becomes bankrupt.

4.26.2 Then in any of such events, the Company shall have the power to revoke the Contractor's permission to continue to execute plan/work by his authorize representative. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

4.27 COMPANY MAY DO PART OF WORK:

Upon failure of the contractor 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 to 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 fifteen percent additional charges thereon to cover all departmental charges/expenses and the Contractor shall be bound by such decision of the Company.

4.28 POWER TO ORDER SUSPENSION OF WORK:

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 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 work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. 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 suspension of work, and obtain prior approval. No extension of time shall be 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 months at a stretch then Company may consider making some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

4.29 LIENS:

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.

4.30 CHANGE IN CONSTITUTION:

The Contractor shall inform the Company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors at the earliest.

4.31 IF THE CONTRACTOR DIES:

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

4.32 COMPLIANCE IN RESPECT OF VARIOUS ACTS

4.32.1 The Contractor 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 there under 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.) Contract Labour (Abolition & Regulations) Act 1970
- ii.) Payment of Wages Act, 1936
- iii.) Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv.) Payment of Bonus Act 1965.
- v.) Mines Act 1952.
- vi.) Payment of Workmen's Compensation Act 1923 Amended in 1984, 2000)
- vii.) Minimum Wages Act., 1948
- viii.) Payment of Gratuity Act 1972.
- ix.) The Water (Prevention and control of Pollution) Act 1974
- x.) The Air (Prevention and control of Pollution) Act 1981
- xi.) Mines Rules 1955
- xii.) Metalliferous Mines Regulations 1961
- xiii.) Indian Explosives Act 1884 & Indian Explosives Rules 2008.
- xiv.) Mines Vocational Training Rules 1966
- xv.) Mines & Minerals Development & Regulation Act 1957
- xvi.) Mineral Concession Rules 1960
- xvii.) Mineral Conservation & Development Rules 1988
- xviii.) Environment Protection Act 1986
- xix.) Environment Protection Rules 1986

- xx.) Fatal Accident Act,
- xxi.) Motor Vehicles Act,1988,
- xxii.) Apprentice Act,
- xxiii.) Industrial Dispute Act, 1947,
- xxiv.) Standing Orders Act, 1946.
- xxv.) CGWA Guidelines/rules/byelaws etc
- xxvi.) RTPP Act 2012

4.32.2 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions 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.

4.32.3 The Contractor 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.

4.32.4 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.

4.32.5 The contractor 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 practices. 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.

4.33 **COMPENSATION AND LIABILITY:**

4.33.1 Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the sub-contractor employees if such employees are not covered under the Contractor's insurance.

4.33.2 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 decisions of the Engineer-in-charge.

4.33.3 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.

4.34 **INSURANCE**

Under the insurance scheme the contractor shall be required to get comprehensive insurance plan, Universal Health Insurance Policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the company on this account.

4.35 **LIABILITY FOR ACCIDENT TO PERSONS:**

4.35.1 Besides the liabilities of the Contractor under the Workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Explosive Act, Mines Act, the following shall also apply to the Contractor.

4.35.2 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.

4.36 **FORCE MAJEURE:**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract 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 , Petroleum & Explosives Safety Organization (PESO) & 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 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.

4.37 **NOTICES:**

4.37.1 **SERVICE OF NOTICE ON CONTRACTOR:** Any notice hereunder may be served on the contractor or his/its duly authorized representative at the work site or may be served by registered mail 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 project in-charge or his authorized representative at the work site and at (Udaipur).

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

- i.) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager (RP) at Jhamarkotra Mines and copy to authorized representative at the mines, and
- ii.) 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.

4.37.3 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his project in-charge or his authorized representative acting for him on his behalf.

4.38 **TERMINATION:**

4.38.1 This contract unless extended by RSMML shall be valid for the period as specified in the tender document and shall be effective from the date of issue of letter of acceptance (LOA/DLOA). During the period of this contract, including the period as may be extended by the RSMML from time to time the contract may be terminated by the RSMML in following cases:

i) If the contractor fails to commence the work within mobilization period/ extended period, in such an eventuality, the contract shall be terminated after giving fifteen days prior notice and the Earnest money/Security Deposit shall be forfeited.

ii) If the contractor stops the work for a period exceeding seven days at a stretch, it shall be treated as breach of the contract and the RSMML shall be entitled to terminate the contract after giving 15 days notice in writing to the contractor. In

such a case, the RSMML shall also be entitled to claim damages in addition to getting the work done by other agency at the cost and risk of the contractor.

iii) When the contractor has refused to perform or disabled itself from performing its promise, the RSMML may put an end to the contract by giving fifteen days notice to the contractor in writing besides forfeiting the security deposit. In addition to this, the RSMML shall be entitled to take such other action as it may deem fit against the contractor to recover the dues, cost charge, compensation, etc., arising from the part of the contract done by the contractor.

iv) If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or uneconomical mining or lack of mineral deposits or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub-clause.

v) The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML shall have the right to terminate the contract after giving fifteen days notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.

4.38.2 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 provision of the contract, it shall be open to the Company in its option, by written notice to the contractor:

- i.) 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.
- ii.) 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 Contractor, 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.

4.38.3 Before determining the contract, as aforesaid, and provided that, in the judgment

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

- 4.38.4 In the event of the Company proceeding in the manner herein above prescribed-
- i.) 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, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work & the contractor shall not be entitled for any compensation for use of, damage to such materials, equipment, plant.
 - ii.) The money that may have become due to the Contractor on account of work executed by him/it's 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 faulty 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.
- 4.38.5 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.
- 4.38.6 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.

4.39 **DISPUTE, JURISDICTION**

- 4.39.1 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate/Company shall be final and binding.
- 4.39.2 No courts other than the courts located at district Udaipur, Rajasthan shall have exclusive jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.39.3 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)

5.0 APPLICABILITY:

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

5.1 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc.

5.2 LOCATION AND ACCESSIBILITY OF SITE:

Jhamarkotra Rock Phosphate Mine located near Village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). The area is connected by three Railway Station of North Western Railways Viz. (1) Kharva Chanda (Southwest - 10Kms.), (2) Umra (Northwest - 18 Kms.) and (3) Udaipur. Kharva Chanda and Umra are lying on Udaipur- Himmatnagar meter gauge Railway Section. Udaipur Rly station is connected with Broad Gauge railway line with major cities. It is also connected by a tarred road to Umrda (18 Kms.) and Udaipur (26 Kms.) in State Highway. Jhamarkotra can also be reached from Udaipur Airport (42 Kms.) on Bombay-Delhi Air route.

5.3 SITE INFORMATION:

The Company is presently carrying out mining at A, B, C, D, E, and F blocks of the deposit & mining in A- Extension block & G block are temporarily discontinued. A-Extension, A and B are adjoining blocks forming parts of one single pit designated as **Western Pit**. C, D and E are adjoining blocks and forming parts of one pit designated as **Central Pit**. F and G are adjoining blocks forming parts of one single pit designated as **Eastern Pit**.

5.4 ROCK TYPE AND SPECIFIC GRAVITY OF OVERBURDEN&ORE:

This area constitutes a part of Aravalli Super Group comprising of meta-sediments resting un-conformably over Pre-Aravalli Banded Gneissic complex consisting of Schist, Gneisses and Granites. The phosphate bed in this area could be traced over a strike length of about 16 Kms varying in surface width from 40 meters to few centimeters. However, the average surface width is about 15 meters. The dip of the phosphate bed in general is around 40 degree to 50 degree and at times attains verticality and even overturned. Generally the phosphate bed is sandwiched in a carbonate sequence comprising of lower and upper impure dolomatic limestone, which shows conspicuous and considerable lateral and vertical faces variation. The overburden on the hanging wall side is mostly comprised of impure dolomatic limestone with variable silica content. In A Extension Block , B Block & E Block portion the predominantly siliceous component increases very much and the rock type effectively can be termed as

carbonate bearing chert while siliceous and the carbonate fractions are more or less evenly distributed in D Block. The rock is heterogeneous in character, but dominantly it is medium hard with occasional hard or soft patches. The footwall waste in the entire C, D, E and F Blocks is dominantly represented by highly weathered soft rock type having sandy and silt size fractions. Compositionally the rock type represents a broad variant of impure argillaceous/siliceous limestone. Some patches of footwall, however are hard and bouldery. The footwall rock in area A-extension, A Block and B Block is massive and competent.

The hardness of the ore varies from soft to hard. The average specific gravity (in situ) of:

Overburden/waste rock/secondary ore	- 2.6 tonnes/M ³
High grade ore (HGO)	- 2.9 tonnes/M ³
Low grade ore (LGO)	- 2.8 tonnes/M ³

For convenience of exploration, the entire phosphate body in the lease area has been divided into a number of blocks designated as follows: A Extension, A, B, C, D, E, F, G, and H. Blocks A, B, C, D, E & F contain about 94% of the known estimated reserves of entire Jhamarkotra rock phosphate deposit.

5.5 **PRE QUALIFICATION CRITERIA:**

Tenderer shall be pre qualified on the basis of criteria mentioned below-

- i.) The tenderer should possess a valid license, to manufacture & supply of Site Mixed Emulsion Explosives using BMD truck/s, from the Chief Controller of Explosive.
 - ii.) The tenderer should have minimum turnover of Rs.7.48 Crore in any of the immediate preceding four financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in tenderers name.
- (a) Tender is to be submitted online at <https://eproc.rajasthan.gov.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.
 - (b) 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.
 - (c) 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.
 - (d) 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 of the Act 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.

- (e) The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price opening.
- (f) 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.
- (g) The company may reject any tender based upon the past performance record of the tenderer (or of the business firm, companies, concerns, societies with which the tenderer are associated) with company. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has;
 - i) made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the prequalification requirements; and/or
 - ii) Established from our 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.

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

The price bids of the techno-commercially acceptable tenderers will be evaluated to ascertain with respect to overall contract values for the total tendered quantity. Total amount payable for the tendered quantity will be calculated on the basis of total quantities of Site Mixed Emulsion Explosive & the quoted rates in Rs./MT the "Form 6/ BOQ".

The tenderer with the lowest total amount for the total tendered quantity shall be decided as the successful tenderer i.e. L-1 tenderer.

5.7 **SCOPE OF WORK:**

- 5.7.1 RSMML is interested to have a long term tie-up with the experienced and capable explosive manufacturers for manufacturing and delivering Bulk Site Mixed Emulsion Explosives down the holes at Jhamarkotra Mines as per the requirement given by RSMML. The Scope of work includes:-
 - a. Installing and / or maintaining a manufacturing facility for producing bulk emulsion explosive and deploying sufficient manpower for running and maintaining the plant on regular basis.
 - b. Supplying Bulk Emulsion Explosives to RSMML, Jhamarkotra Mines from the support plant by deployment of two no. BMD pump trucks for delivery arrangement and loading down the explosives in required quantities into the blast holes.

- c. For smooth execution of work , the plant should be located at a feasible location so as to facilitate, timely access and supply of bulk emulsion explosive to Jhamarkotra mines.
- 5.7.2 The Contractor should provide adequate no. of trained & technically competent personnel & supervisory staff including competent drivers holding valid driving license for driving the Bulk Loading System. Fuel, oil & lubricants necessary for operation of a pump trucks shall be provided by the contractor. The tenderer has to deploy the requisite make & model of the equipment required to perform the entire scope of work & compliance of the terms & conditions of tender thereof & to supply the targeted quantity, as given by the company from time to time.
- 5.7.3 The contractor shall commence supply of explosives to Jhamarkotra Mines within 90 days to be reckoned from the date of issue of LOA / DLOA. During this period, the Contractor will have to obtain all statutory approvals and licenses needed like valid license from Chief Controller of Explosives for the Main Plant/Site Support Plant & for Pumping Vehicles (BMD) for the site and location at Jhamarkotra Mines prior to deployment of pump trucks and manufacturing and supplying Bulk Emulsion explosives. The contractor will also have to obtain statutory license from Chief Controller of Explosives from plant up to Charging into holes including mixing and transportation. Till the time the required plant is commissioned and becomes fully operational, the contractor shall continue supplying Bulk Emulsion Explosive from their nearest support plant. All arrangement for ensuring regular supplies for the scheduled quantities during the intermediate period shall be made by the contractor at his own cost. All necessary statutory approvals required for this work shall also be obtained by him at no extra cost.
- 5.7.4 It will be responsibly of the contractor to obtain valid permission, licence from Chief Controller of Explosives/Govt./ any other statutory body as may be required for manufacturing, mixing & pumping the bulk loading explosives at site. Any DGMS/ statutory permission if necessary will be obtained by contractor. Necessary assistance will be provided by RSMML. No supply should be affected without having valid permission from DGMS/licence from PESO.
- 5.7.5 The explosive proposed to be manufactured under this contract should be duly authorized and conforming to the list of authorized explosives as published in the schedule of Explosives Act, 1884 & Explosives Rules, 2008 read with amendments and notifications if any.
- 5.7.6 The contractor shall be responsible to adhere to provisions of all applicable laws, acts & order issued by statutory authorities.

5.8 QUANTITY:

- 5.8.1 The approximate quantity of manufacturing and delivering Emulsion Explosive through the deployed Bulk Loading System (BLS) shall be made on FOR destination basis for supply down the holes at mine site is as under;

S No.	Year	Quantity in MT(per annum)
1	First year	1500 MT
2	Second year	1500 MT
3	Third year	1500 MT
4	Fourth year	1500 MT
5	Fifth year	1500 MT

No guarantee regarding overall, monthly, weekly or daily quantum of work can be given. The Contractor shall neither be entitled nor be eligible to raise any claim on account of their plant/vehicles/equipment /manpower being idle on any day or for any period during the contractual period.

5.8.2 The Company will provide annual / quarterly targets, which would further be phased out on monthly basis, however, the contractor shall make necessary arrangements for mixing & loading such quantities of Emulsion Explosive as may be intimated and/or advised them, from time to time, by the Engineer-in-Charge.

5.8.3 **Variation in Quantity of work:**

The management reserves the right to increase/decrease the order/allocate quantity to the extent of (+/-) 20% of the contract quantity keeping in view of actual quantity need of the RSMML .Contractor shall be required to accept the order for such higher/lower quantity & if higher on at the same terms, conditions & price during the validity of the running contract at its sole discretion of RSMML and the contractor will execute the work on same rate, terms and conditions. No advance notice will be served for this. In the event, quantum of work is required to be varied beyond the above mentioned tolerance limit, then the company will notify the same at least with 15 days notice.

5.9 **RAW MATERIAL INVENTORY:**

Supplier must keep minimum 30 days inventory of all raw materials necessary for manufacturing Bulk Emulsion Explosives at the plant site. RSMML reserves the right to verify the stock position of supplies if necessary.

5.10 **DISRUPTION/FAILURE OF SUPPLY:**

In the event of disruption of supply of Bulk Emulsion Explosives arising out of supplier's failure, supplier shall provide cartridge/packaged explosives as an alternative and at the same price of Bulk Emulsion Explosives delivered in the blast holes .Additional manpower for handling of cartridge explosives up to charging them into the blast holes will have to be arranged by the supplier without any additional cost on this account to the company. RSMML reserves the right to purchase suitable cartridge explosives from other source and adjust the actual procurement cost and also handling charges of 10% of cost of explosives up to charging into blast holes from supplier's running bills.

5.11 **PERIOD OF CONTRACT:**

5.11.1 The period of the contract shall be for five years (60 months) from the date of issuance of the Letter of Acceptance (LOA/DLOA).

5.11.2 The above period of five years (60 months) includes the period of 90 days allowed for commencement of work reckoned from the date of issuance of Letter of Acceptance/DLOA. However, the Contractor shall use these 90 days for doing

necessary preparatory works and mobilization.

- 5.11.3 The period of contract can be extended for a further period of one year at sole discretion of RSMML on the same rate, terms & conditions of the contract depending upon the satisfactory performance of the work.

5.12 **WORKING HOURS:**

In general, the work shall be carried out during day hours. However, the work shall be carried out during such day's hours as may be directed by the Engineer-In-Charge.

5.13 **SPECIAL TECHNICAL SERVICES:**

- (i) Whenever the supply of emulsion explosives is made for the first time, technical report should be presented by contractor's representative/s, to explain their products as well as to make the people understand & implement the use of the explosives in safe & efficient manner.
- (ii) Whenever the explosives efficiency comes low, the tenderer should give technical expertise to improve the blasting efficiency, as and when required by the RSMML.
- (iii) Whenever there is a technical problem like vibration & noise near any structure or dwelling, your technical representative should immediately attend to that & solve the problem. The contractor should use Vibro-meter/Seismograph for each blast or as directed by Engineer –In-Charge & record the same, analyse & submit the findings of report.
- (iv) Half yearly training programme should be conducted to explain the technical details of product for improving blasting efficiency.

5.14 **RANDOM TESTING/CHECKING OF EMLUSION EXPLOSIVES:**

“RSMML reserves the right to test the explosive products supplied by contractor for technical parameters/specifications once in every three months or any other shorter interval through a reputed third party agency like CSIR-CIMFR, NIRM-KGF, CMPDIL, PESO etc. to ascertain the quality of explosives supplied by the contractor based on the random sampling method. In case the tendered limit of the Technical Parameters cannot achieved from the explosives supplied by the contractor. All the testing charges will be borne by RSMML and the results of the same will be informed to party. In case of rejection the testing charges for such rejected material will be borne by the contractor and the company will impose a pre-determined compensation @ 5% of value of such rejected material. Upon continuity of rejections Company may terminate the contract at its sole discretion.

The technical parameters/specifications of Bulk Emulsion Explosives shall be as follows:-

1	Physical Condition	Good
2	Sensitivity	Booster sensitive
3	Viscosity, cps (Matrix)	75000 +/- 5000
4	Density, gm/cm ³	1.05 - 1.20
5	Velocity of Detonation, m/s	4000 +/- 500

	(Unconfined)	
6	Water resistant Property	
	(i) VOD in shallow water (24 hrs. slippage) (Unconfined), m/s	4000 +/- 500
	(ii) VOD in Hydrostatic Press. Head (2.0-2.4 Kg/cm2) (Unconfined), m/s	3800 +/- 500
7	Water content in Bulk Emulsion	14 - 17%

Note: Emulsion with 10-12% doping by Prilled Ammonium Nitrate should be preferred for blasting.

5.15 **PRICE & PRICE VARIATION:**

5.15.1 The Price bid should be submitted in the format as per Form-6. The rates quoted by the tenderer shall be on 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation in the rates except as detailed in clause 5.16 & on account of variation in taxes & duties.

5.15.2 The rates quoted will be inclusive of all taxes, duties, levies including service tax as applicable on this contract (on the last date of submission of bids). The breakup of price indicating Basic Price and other components showing various taxes, duties and levies to be shown in Form-7. The information provided in Form-7 shall be for internal use by RSMML only.

5.15.3 Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement to the contractor will be made against supporting documents & for only such taxes/duties/levies that are directly applicable to the contract and are applicable /reflected on his running bills.

5.16 **PRICE VARIATION FORMULA:**

5.16.1 Escalation in prices of explosives shall be escalated/ de-escalated quarterly using the following PVC formula:-

$$Pr = Po (0.10 + 0.10 \times Clr/Clo + 0.6 \times ANr/ANo + 0.2 \times HSDr/HSDo)$$

Where,

Pr Revised price of bulk explosive

Po Base price of bulk explosive as on base date

Clr Revised all India consumer price index for industrial workers {all India (2)} as on date of price revision

Clo Original All India Consumer Price Index for industrial workers {all India (2)} as on base date

ANr Basic sale price of Rastriya Chemicals Fertilizers Limited (RCFL) for Ammonium Nitrate (100 % Melt) price revision date.

ANo Basic sale price of Rastriya Chemicals Fertilizers Limited (RCFL) for Ammonium Nitrate (100 % Melt) basis as on base date

HSDr Revised price of HSD
HSDo Base price of HSD as on base date
Note:

- i) The base price shall be the price as on base date i.e. on the date of issuance of NIT
- ii) All other indices shall be measured from the base date.
- iii) The price revision shall be on quarterly basis and will not have any ceiling.
- iv) The revised price / indices of each quarter shall be the base price/ indices for the next quarter.

5.16.2 Base rate/ index number as on the date of issuance of NIT is as under

Clo Original all India Consumer Price Index for industrial workers {all India (2)} as on base date for **September 2016** =:- **277**

ANo Basic sale price of Rastriya Chemicals Fertilizers Limited (RCFL) for Ammonium Nitrate (100 % Melt) basis as on base date =**Rs. 22,400/-** .The RCFL price shall be as published on RCFL website.

HSDo Base price of HSD as on base date i.e. 03.11.2016 is (retail price of HSD at Udaipur, Rajasthan) =**Rs. 59.79 per litre**.

5.17 PERFORMANCE & PENALTY:

In case of failure of blast, the cost of explosives /accessories used in the blast & other incidental charges like drilling cost etc will be recovered from the contractor. The penalty or deduction in the event of failure /poor or bad blast may be done after joint inspection/verification with representative of contractor & Engineer In charge. After investigation into the cause of failure as to which item (explosive or accessories) is responsible for the failure, final deduction will be made accordingly.

5.18 DENSITY:

Contractor should indicate the method of determining the Density of the Bulk Emulsion Explosives and method of determining the quantity of Bulk Emulsion Explosives pumped down the holes. The net delivered quantity shall be counter checked at Company's weighbridge on day-to-day basis.

5.19 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK:

Following details are required to be furnished by the successful tenderer to the Engineer-in-charge at the time of commencement of work at mines;

- (i) Attested copy of Letter of Acceptance/Detailed Letter of Acceptance for the work.
- (ii) Authorization from the contractor in favour of the Project In charge (Site Incharge) and other representatives of the contractor.
- (iii) Copy of valid license, to manufacture & supply of Site Mixed Emulsion Explosives using BMD truck/s, from the Chief Controller of Explosive.
- (iv) Details of the technically competent & supervisory personnel who will be

- engaged in supervision while execution of the work.
- (v) Details of the personnel who will be engaged for execution of the work including competent drivers holding valid driving license for driving the Bulk Loading System.
 - (vi) Initial medical examination/vocation training certificate required in prescribed Performa of such Contractor personnel.
 - (vii) The contractor shall update the documentation whenever there is change in details mentioned at Sr. no. (ii) to (vi) herein above.

5.20 **REPORTS:**

- (i) 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.
- (ii) The Contractor shall maintain various records as required under compliance of various statutory provisions and also as per directed by Engineer-In-Charge from time to time.

5.21 **COMPENSATION:**

- 5.21.1 In case the Contractor fails to mobilise and commence the work within the stipulated mobilisation period i. e. 90 days, the company shall recover a pre-determined and agreed compensation @ 0.5% of the annual contract value on fortnightly basis. Further the company may withdraw the LOA/DLOA and forfeit the earnest money deposit (EMD) &/or security deposit (SD) in case the compensation reaches beyond 2%.
- 5.21.2 In case the contractor fails to deliver the quarterly assigned quantities of Bulk Site Mixed Emulsion Explosive, without prejudice to other remedies provided under this contract, a sum equivalent to 5% of the value of short fall in the quarterly assigned quantities under this contract as a compensation shall be deducted from the running account bills of the contractor subject to maximum of 10% of annual contract value.
- 5.21.3 In addition to Clause 5.21.2, if the contractor fails to mix & deliver annual contracted quantity of Bulk Site Mixed Emulsion Explosive down the hole through the deployed Bulk Loading System (BLS), the Contractor shall be liable to pay compensation equivalent to 1% of annual contract value to the company, provided that the reasons of such failure are not attributable to RSMML. The Company at its discretion can recover the same against the Security Deposit and/or Running Account Bill/s.
- 5.21.4 Besides, failure of the contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency.

- 5.21.5 The compensation, if levied, shall be recovered immediately from the bills /security deposit of the contractor.
- 5.21.6 Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.
- 5.21.7 The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.

5.22 **RIGHT TO REVIEW PERFORMANCE:**

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

5.23 **ASSESSMENT OF QUANTITY FOR PAYMENT & TERMS OF PAYMENT:**

The assessment of quantity for payment of emulsion explosive actually manufactured & loaded down the hole shall be made on the basis of weight recorded at company's weighbridge. Weight of empty & loaded Bulk Loading Truck deployed for manufacture & loading will be taken at the Company's Weighbridge and payment will be made to the Contractor on the basis of the weight so recorded. For payment purposes, the contractor shall raise the bill on monthly basis to receive its remuneration from the RSMML and the billed quantity shall be duly certified by the Engineer In-charge. Weight of material as recorded at the specified weigh bridge of the RSMML and/or other notified weighbridge shall be taken & treated as final for the purpose of this contract.

5.24 **BILLING:**

For obtaining running account payment the contractor will submit a bill in approved Performa in quadruplicate to the Engineer-In-Charge of the work/s giving abstract and detailed measurements for the various items executed during a month before the expiry of the first week of the succeeding calendar month along-with following details-

- i.) Abstract and detailed measurement for the quantity of emulsion explosive used

- in down the holes during a month.
- ii.) The copy of quarterly rate revision of Bulk Emulsion Explosive..
- iii.) Copy of wage payment sheet of the previous months to the employees actually employed by the contractor at Jhamarkotra Mines.
- iv.) Documentary evidence of the PF amount deducted from the monthly salary of the employees of the contractor actually employed at Jhamarkotra Mines for execution of the contract and submission of this amount along with contractors contribution to the PF commissioner, for the previous month.

5.25 **CLOSING OF THE CONTRACT:**

5.25.1 Within seventy five (75) days from the date of physical 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.

5.25.2 **APPLICATION FOR COMPLETION CERTIFICATE:** 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 quantity and value of explosives supplied by the contractor.
- ii.) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub contractor.
- iii.) Details of PF deposited by the contractor.
- iv.) 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.
- v.) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

5.25.3 The Engineer-In-Charge shall formally issue completion certificate within 60 days on receiving application from the Contractor, after verifying from the completion documents including Bulk Emulsion explosives supply & used in down the holes 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/maps/specifications etc and instructions issued to the Contractor by the Company and the DGMS/PESO or other statutory authority from time to time.

5.25.4 The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works 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.

5.26 **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 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.

5.27 FINAL PAYMENT AND RELEASE:

- 5.27.1 Immediately on completion of the work, the Contractor shall submit his/its final bill indicating 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.
- 5.27.2 All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final Certificate / payment.
- 5.27.3 An unconditional "No Due" & "No claim" shall be made or be filled by the Contractor and the Company shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and 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.
- 5.27.4 Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

5.28 UNDERTAKING:

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

For and on behalf of the tenderer

(Authorized Signatory) Seal & Dated

(On the letter head of the tenderer)

FORM''1''

LETTER OF SUBMISSION OF TENDER

DATE:

From:

To:

**The General Manager (Contracts),
Corporate office,
Rajasthan State Mines & Minerals Ltd.,
UDAIPUR 313001 (Raj)**

Sub: Manufacturing and delivering Bulk Site Mixed Emulsion Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)

Ref: Tender No. RSMML/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016

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 quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of crossed Demand Draft / BG in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

D.D. /Pay Order 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 deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work and all other requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
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 Company in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the ___ day of 2016.

**Signature of tenderer(s)
with the seal of the firm**

Witness Name in Block Letters: Full Address

(On the letter head of the tenderer)

FORM"2"

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

Tender No. RSMM/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016

Name of Tenderer _____

The Check List should be submitted' along with TECHNO-COMMERCIAL (PART-I) BID' in the Performa as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail, mobile no.	
2.3	Telegraphic Address	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
3.4	Co-operative Society registered under RCA, Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee	
3.5	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 is needed with special indication that the said Article of Association & Memorandum of Association allows the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Others (Please specify)- Attach duly attested supporting document)	
4.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last four financial years.	
5.1	Year (2012-13)	
5.2	Year(2013-14)	
5.3	Year(2014-15)	
5.4	Year(2015-16)	
5.5	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed / Not Enclosed
6.0	Main business activities (experience) of the tenderer	

6.1		
6.2		
6.3	Others (Please specify)	
7	Proof of experience.	
a)	Past experience of tenderer as per format in FORM 3	
b)	Copies of Work orders -	Enclosed / Not Enclosed
c)	Work completion certificates	Enclosed / Not Enclosed
d)	Break up of Year wise revenue against each order is given	
8	Details of concurrent commitments (FORM- 4)	
9	Acceptance of tender terms & conditions.	
10	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes /No.
11	Whether the tenderer has proposed any conditions addition/modification/ deviation to the terms & of the tender.	Yes /No. Note: If yes, please provide details as per Exceptions and Deviations statement {Form 5}
12	Copy of P.F. registration certificate	
13	Copy of Service Tax registration certificate	
14	List of trained & experienced technical persons employed with the contractor showing their qualification and experience.	
15	Affidavits on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes No.
16	Details of Earnest money deposited (as per NIT) Demand Draft /BG	No. & Date. Name of Bank & Payable at
17	Undertaking that we have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation are found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
18	Action plan regarding acquiring/getting requisite machinery/approval/permission/license for successful execution of the entire work.	
19	PAN No.	
20	Service Tax Registration number	
21	Status of registration under MSMED Act along with copy of certificate	
22	Any other information/document Tenderer wish to submit to strengthen his bid.	

1. Before uploading the documents read carefully the tender document conditions/stipulations and enclose the requisite documents only.
2. Photocopies of the documents shall be attested by the gazette officer or Notary public
(Authorized Signatory)

Name of the Tenderer: -----

Designation/Relationship of the: -----

Authorized Signatory with the tenderer Date: ----- Place: -----

DETAILS OF EXPERIENCE, if Any

Tender No. RSMM/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016

Name of Tenderer_____

Tenderer will give information of the work done during immediate three preceding years strictly as per the Performa given below. (The particulars of work are required to be given in detail).

Order No.	Full particulars of work carried out by the tenderer	Name & postal address of client	Value of Work	Details of completion of work (date of commencement & date of completion)	Any other information

Certified that the above information is correct

Signature of Tenderer

Note: Complete information shall be submitted & if required additional sheets may be attached. The tenderer shall submit documentary evidence such as certified copies of work orders, completion certificate ,TDS certificates etc in support of the work/s mentioned above in the table.

(On the letter head of the tenderer)

FORM"4"

DETAILS OF PRESENT COMMITMENT

Tender No. RSMM/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016

Name of Tenderer _____

Sr. No.	Name of Organization For whom Worked & Work order No. with date	Name of work & order no.	Quantity of work	Period from to	Value of work	% of completed work (in terms value as well as qtv.)	Likely date of completion	Period of delay (if any)	Penalty or liquidated damages paid (if any)	Remarks

Certified that the above information is correct

Signature of Tenderer

(On the letter head of the tenderer)

FORM"5"

EXCEPTIONS AND DEVIATION

Tender No. RSMM/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016
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 documents	Subject	Deviations

Signature of Tenderer with office seal

Date: -----

Place: -----

"PRICE-BID" Performa

To be submitted strictly online in the prescribed format provided at
<https://eproc.rajasthan.gov.in>

Name of Work: Manufacturing and delivering Bulk Site Mixed Emulsion Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)

e- Tender No. RSMM/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016

Name of Tenderer:

Particulars	Total Tended Quantity (in MT)	Rate (Rs/ MT) for Site Mixed Emulsion Explosives in figure & words	Total amount (Rs.)
Manufacturing and delivering Bulk Site Mixed Emulsion Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur	7500		

NOTE-

- Tender rates must be entered in figures & words.
- The tenderer shall quote break-up of the unit rates in **Form "7"** attached.
- In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- The rate quoted will be inclusive of all taxes, duties, RVAT & Service tax, levies etc. Prevailing rate of service tax is 15.00%.

(Authorized Signatory)
Name Designation & Seal

Date: -----

Place: -----

(On the letter head of the tenderer)

FORM "7"

"PRICE BID"

To be submitted strictly online with BOQ on <https://eproc.rajasthan.gov.in>

PROFORMA FOR BREAK-UP OF TENDERERS PRICE QUOTED IN FORM "7"

e-Tender No. RSMM/ CO / GM (Cont)/Cont-----/2016-17, dated -----

Name of Tenderer:

BREAK-UP OF TOTAL(for the purpose of escalation/ de-escalation only)

S. No.	Description	Site Mixed Emulsion Explosive (Rs./MT)
1.	Basic Rate	
2.	Excise Duty @%	
3.	RVAT @%	
4.	Service Tax @ 15%	
5.	Any other tax if applicable @%	
6.	Other Charges	
7.	Total	

NOTE: Only the breakup of the tendered cost is to be indicated. The breakup should be estimated after taking into account all the related costs for each item.

Date: -----

Place: -----

(Authorized Signatory)
**Name of the Designation/ Relationship of the
Authorized Signatory with the tenderer**

UNDERTAKING

(On non-judicial stamp paper of Rs. 10/-)

e-Tender No.

Name of Tenderer.....

IS/oage.....years, residence ofon behalf of(name of tenderer),hereby undertake that:

- (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 RSMM 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) with Seal

Date: -----

Place: -----

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 Udaipur on non-judicial stamp paper of appropriate value)

B.G. ----- 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) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 Lal Kothi Scheme, Jan path, 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/RO.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and Conditions of letter of acceptance no ----- dated ----- issued in favour of the Contractor and agreement dated ----- entered into between RSMML and M/s.----- (Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs.----- (Rs. -----) being equivalent to % of Contract value of Rs. -----

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

- 1) We, ---(bank) do hereby undertake to pay to the company as amount not exceed inRs. ---against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
- 2) We, ---(bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. ___.
- 3) We, ---(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies

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

- 4) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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 - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.
- 5) We, ---(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
- 6) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. __ is made by the Bank.
- 7) The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
- 8) We, --- (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- 9) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated __granted to him by the bank.
- 10) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____
(designation) _____(branch) constituted attorney of the said bank have set my
signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value
as per Stamp Act prevailing in the state of _____ executed at
_____ this the day _____ of _____ 2016.

BANK DETAILS OF TENDERER FOR RTGS/NEFT/ONLINE REFUND OF EMD

S. No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile Number(For SMS)	
4	Bank Account Number	
5	Bank Details; a)Name b)Branch Number c)Address	
6	Type of A/c: Saving/Current/CC/any other	
7	IFSC Code	

Signature of Tenderer(s) with Seal**Date:****Place:**

(To be typed on Non Judicial Stamp Paper of appropriate value)

AFFIDAVIT IN SUPPORT OF PF

Ref: e- Tender No. RSMM/ CO / GM (Cont)/Cont-13/2016-17, dated 03.11.2016

Name of Tenderer:

I -----S/o Shri -----aged -----
Year----- Resident of ----- On the behalf of the tenderer i. e.
M/S-----Hereby undertake oath and state as under;

1. That I/We have submitted a tender for-----

2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF/MP Act are not applicable on me/ us (i. e. the above tenderer/ contractor)
4. That in case during the currency of the contract, I/We come under the preview of the EPF& MP Act, then I/We will get myself/ ourselves registered with the concerned PF Commissioners.

(Authorized Signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed, so help me god.

Deponent
(Authorized Signatory)

**DETAILS OF EXPLOSIVES PRESENTLY BEING USED AT JHAMARKOTRA
MINES**

S. No	Description
	Explosives
1	S. S. Power E-90 25 mm
2	Kelvan extra 83/125 mm
3	Shakti Power blast 83/125 mm
4	Shakti Gel 83/125mm
5	Powergel boost-100/175/250/400 gm
6	Safex-3-100/175/250/400 gm
7	ANFO by BLS
8	Emul King-100 (SME)
	Accessories
1	S-Cord II (10gm/m PETN)
2	Cord Relay-17,25,42,50 ms
3	Inst. Electric Detonator (ED)
4	E-Det/Micro-Det (electronic detonator)
5	DTH 475ms (8,10,12m),500ms (8m)
6	TLD 25ms (4,6,8m),42ms (6,8m)

*Note: The type and brand name of explosive may subject to change, in view of various procurement modalities and management policies.

DECLARATION BY THE CONTRACTOR

- 1) I/we do hereby confirm and declare that we have independently inspected Jhamarkotra Mines, ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 2) I/we have also ascertained the location and situation of areas where the Contractor would be required to undertake the work including other data, information, particulars etc. appreciating all pros and cons for simultaneous and concurrent working at site/s, and its location/distance from site camp, etc. and all such other information, whether technical/commercial or otherwise.
- 3) I/we have also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, men and machinery requirement etc.
- 4) I/We do hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

(Authorized Signatory)
Name of the Designation
(Relationship of the authorized Signatory with the tenderer)

ANNEXURE "G"

PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

(To be issued by any PSU (except SBI)/ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of appropriate value)

B. G. No. _____

Dated _____

This Deed of Guarantee made between _____ a PSU(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) & 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 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 tender no RSMM/CO/ GGM(Cont)/Cont-..... For Excavation & Removal of 101 Lac Bank Cubic Meter Rock at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan) (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. 102.70lacs .

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. lacs 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. ----- lacs 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 tenderer's 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. -----lacs
- (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 banks

above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GM (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 suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the 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. -----lacs 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.
- (ix) 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.
- (x) 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 of Rs.100.00 as per Stamp Act

Prevailing in the state of Rajasthan, executed on this date ____ of _____, 20...

Compliance with the Code of integrity and No Conflict of Interest:

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti competitive behaviour 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 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 Signature of bidder

Place Name:

Designation:

Address:

**The designation and address of the First Appellate Authority is –
Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur**

**The designation and address of the Second Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
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 there under, 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.

(See rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ofbefore 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