



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

for

Operation, Repair & Maintenance and Watch & Ward of Water Sprinkling System for Dust Suppression on Main Haulage Road (MHR) At Jhamarkotra Mines, District: Udaipur (Rajasthan)

Tender No. RSMM/ CO / GGM (Cont)/Cont-14/2014-15 Dated 04.09.2014

Issued by

General Manager (Contracts),

Corporate Office,

RSMML, Udaipur

Cost of Non Transferable

Tender Document (including VAT) : Rs. 1140/-

Place of Sale of Tender : Office of The .F.A. Corporate Office.

Date of Sale of Tender : From 09.09.2014 to 10.10.2014 up to 1.00 pm

Date of Receipt of Tender : 10.10.2014 up to 3.00 pm at C.O. Udaipur

Date of Opening of Techno-commercial Part: 10.10.2014 at 3.30 pm at C.O. Udaipur

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)2527211,2428763-67,
Fax :0294- 2428768,2428739

SBU & PC - Rock Phosphate,

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



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

Ref. no:-RSMM/CO / GGM (Cont)/Cont. 14/2014-15

Dated: 04.09.2014

DETAILED NOTICE INVITING TENDER

Sealed Tenders in two parts (Part –I Techno-commercial offer and Part –II price offer) are invited for following works at Jhamarkotra rock Phosphate Mine, Udaipur(Rajasthan)

Brief Description	Cost of tender document	Contract Period	EMD By DD/PO
Tender Document For Operation, Repair & Maintenance And Watch & Ward Of Water Sprinkling System For Dust Suppression On Mhr At Jhamarkotra Mines, Distt. Udaipur (Rajasthan)	Rs. 1140/-	3 years	Rs 42,000/-
Cost of tender document is (Inclusive of VAT) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur			
Period & Place of Sale of documents: from The office of F.A. Corporate Office, Udaipur or download from our website	From 09.09.2014 to 10.10.2014 up to 1.00 pm, In case down loaded from website, tender fee to be deposited with the offer		
Last Date & Time of Submission of offer	Dt. 10.10.2014 up to 3:00 pm, at C. O. Udaipur		
Opening of Techno-Commercial Offer	Dt 10.10.2014 at 3:30 pm, at C. O. Udaipur		

The tenderer should fulfill following pre-qualifying criteria:-

- The Tenderer should have minimum turnover of Rs.10.50 Lacs in any one of the immediate preceding four financial year's i.e.2010-11, 2011-12, 2012-13 & 2013-14 in its own name.

The tenderer should submit duly attested copies of C.A. certified/audited balance sheet /profit & loss account statement in support of turnover only. The tenderer shall be pre-qualified on the basis of documents furnished along with techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. Only pre-qualified tenderer will be informed about the opening of price bid.

The tenderer/bidder who have earlier been suspended or banned or whose contract has been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.

The company reserves the right to accept or reject or cancel any or all tenders 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 or loss of offer. Offers furnished through Fax/ /E-Mail/ Telegram etc. shall not be considered. The RSMML will not entertain any claim on account of late receipt/postal delay /non-receipt of tenders.

General Manager (Contract)

SECTION-II

DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE CONTRACTOR DEFINITIONS:

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

- 1.1.1 **Agent** shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 1.1.2 **Alteration/Variation order means**, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.1.3 **Appointing Authority** wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.4 **Approved shall** mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.5 **Commencement of work** shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 1.1.6 **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.
- 1.1.7 **Contract Document** shall mean collectively tender documents, telex/letter of acceptance, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.8 **Contract Rate** or “**Schedule Rate**” or “**Rate of Remuneration**” means rate(s) entered in figures and words in schedule/s by the Contractor and/or rate(s) **accepted** by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.1.9 **Contract** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of acceptance awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.10 **Contractor** shall mean the person or persons, firm or company, who’s tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 1.1.11 **Day** shall mean period of twenty-four hour from 6:00 AM morning of any particular date to 6:00 AM morning of immediate next date.
- 1.1.12 **Engineer-In-Charge** or “**Officer-In-Charge**” shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.1.13 “**Group General Manager (Contract)/General Manager (Contract)**” shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.1.14 **Head of the SBU & PC- Rock Phosphate** or “**Group General Manager**” shall mean Group General Manager for the SBU & PC – Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.15 **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/Fax

- 1.1.16 **Managing Director** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.17 **Mines Manager** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.
- 1.1.18 **Mines** shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 1.1.19 **Month** shall mean the period of calendar month.
- 1.1.20 **Notice** or “**Notice in writing**” or “**written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.21 **Ore** or “**Rock Phosphate Ore**” or “**Phosphorite**” shall mean all types of meta-sedimentary rock phosphate with variable P₂O₅ having “Apatite” as main constituent mineral along with other associated impurities.
- 1.1.22 **RSMML** or **Company** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Jan path, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.23 **Shift** shall mean the notified period of eight hours and as specified as per and in terms of Mines Act etc.
- 1.1.24 **Site** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.25 **Specifications** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.26 **Temporary Works** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.27 **Tender** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

INTERPRETATIONS:

- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Managing Director of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 1.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they

shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.

- 1.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 1.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intension appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.9 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.
- 1.2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

1.3 DECLARATION BY THE CONTRACTOR

- 1.3.1 The Contractor has also ascertained the location and situation of area/site where the Contractor would be required to undertake the work including existing/proposed approach road/s and other data, information, particulars etc. appreciating all pros and cons, availability of source of water in the area, availability of land and its location/distance from site camp, stores, etc. and all such other information, whether technical/commercial or otherwise.
- 1.3.2 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and nature of various types of Rock Phosphate ore, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 1.3.3 The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.

SECTION -III

INSTRUCTIONS TO THE TENDERER

TENDERER TO OBTAIN THE INFORMATION HIS OWN

- 3.1 The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy him in all respect, before the submission of offer.
- 3.2 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with these documents irrespective of any defect, omissions or errors that may be found in the documents.
- 3.3 The tenderer, at the his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited & satisfied himself about proposed bus route sites and surroundings and all other factors involved in the proper execution of works.
- 3.4 The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of work.

TRANSFER OF TENDER DOCUMENTS

- 3.5 Transfer of tender documents to other is prohibited. For submitting the offer it is essential to directly purchase the tender document from the Company or download from our website. In case downloaded from website, tender fee to be deposited with the Techno -Commercial offer without which the tender will be rejected.

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.8 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialed at the lower right hand corner and signed wherever specified in the tender papers by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender. All papers should also bear the stamp of the tenderer.

The tender shall contain the name, and place of business of person or persons, participants in the tender and shall be signed by the tenderer with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Certificate issued by Registrar of Firm's Register & partnership deed in the tender. The tender should be signed either by all the partners or by any one partner duly authorised by all other partners of the firm. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf to enclose the tender.

- 3.9 Tenders containing corrections and alterations are liable to be rejected. Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date.
- 3.10 The tender should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 3.11 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.12 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.

3.13 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.14 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 15 days in advance of the last date fixed for submission of tenderer or as otherwise prescribed in S.C.C.(Special Conditions of Contract) Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.15 The Company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.16 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.

ADDENDA/CORRIGENDA

- 3.17 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.18 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 bid.

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

- 3.20 Tender offers along with covering letter (as per Form -A) are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work, specifying option number, etc.
- 3.21 Both the envelopes should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.
- 3.22 The sealed offers should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur-313001 on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.
- 3.23 The Part – I “Techno – commercial Bid” should contain the detailed technical offer and copy of tender document (including addenda/corrigenda, if any) duly signed and sealed along with all its Annexure, Earnest Money Deposit. Any price indication should not be given in the Techno – commercial Bid. The following information / documents are to be given in the Part – I “Techno – commercial Bid”
- a. One complete tender document as issued by Company duly filled in, signed and stamped on each page by the tenderer/authorised representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
 - b. Earnest Money Deposit.
 - c. Power of Attorney in favour of the authorised representative signing the tender, as required.
 - d. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
 - e. Copy of PAN card & Service Tax Registration Number .
 - f. Attested copy of the C.A. certified / audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
 - g. Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm.

Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.

- h. "Exceptions & Deviations statement" to be submitted by the tenderer in form C
- i. Provident Fund Account Number of establishment and its effective date. Or undertaking as per annexure-C
- j. Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation is pending against him with the company & other companies, in relation to the work.
- k. Duly attested copies of all such other documents as referred in the tender document.
- l. The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.
- m. The tenderer have to declare that whether they are coming under MSMED act or not. If yes, than give the registration number of the same.
- n. Duly filled annexure B, D, E & G of tender document

Tenderer must submit copies of 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 authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.24 **PART II 'Price Bid'**

- i) The "Price Bid" shall be submitted in one copy. The tenderer is to quote the rate in the format provided at section of this tender document.
- ii) The rates are to be quoted in Rupees and in the prescribed price bid Performa
- iii) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- iv) The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed, sealed and dated by the tenderer. The rates shall be quoted on firm basis.

DEADLINE FOR SUBMISSION OF BIDS

- 3.25 In the event of specified date for the submission of bids being declared a holiday for the Company, the Bids will be received up to the appointed time on the next working day.
- 3.26 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with tender Clause, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

LATE BIDS & DELAYED BIDS

- 3.27 Any Bid received by the Company after the deadline prescribed in the NIT due to any reason whatsoever will not be accepted.

Any Bid received by the Company after the schedule time of receipt of the tender, but before due time of opening of the tender in such cases tenderer has to deposit the tender in the receipt section where time of receipt shall be recorded by the staff and same shall be marked as a delayed tender

OPENING OF THE TENDER

- 3.28 The envelope containing Part I – Techno-Commercial Bid of the offer will be opened in the office of the Group General Manager (Contracts), Corporate Office, RSMML, Udaipur as mentioned in the NIT. The authorised representative/s of the tenderers is at liberty to be present at the time of the opening of the tender.
- 3.29 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

EXCEPTIONS AND DEVIATION

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

EARNEST MONEY

- 3.31 The tenderer must pay Earnest Money as specified in NIT in the form of crossed demand draft/Bankers Cheque/Pay Order having validity of 3 months in favour of "RAJASTHAN STATE MINES AND MINERALS LTD." payable at Udaipur and drawn on any Nationalised/Scheduled bank at Udaipur and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected/ignored. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be returned in original at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be returned back in original after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within a period of 15 days from the date of issue of intimation regarding acceptance of tender (LOA).
- 3.32 The earnest money of a tenderer shall be forfeited in the following cases:-
- i. If the tenderer withdraws or modifies the offer after submission of the tender within the validity period.
 - ii. If the tenderer does not submit the prescribed Bank Guarantee/D.D. as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv. If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

VALIDITY

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

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

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.34 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) meets the eligibility criteria ;
 - ii) has been properly signed;
 - iii) is accompanied by the required securities; and
 - iv) is substantially responsive to the requirements of the Bidding documents.
- 3.35 A substantially responsive Bid is one which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i) which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

EVALUATION OF TECHNO-COMMERCIAL BID

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

3.39 NEGOTIATIONS:

- i. Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 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

CORRECTION OF ERRORS:

- 3.40 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.
- 3.41 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.
- 3.42 Price Bid (part II) only of techno-commercially acceptable tenderers shall only be opened. Only such short listed tenderers will be informed about the date and time of opening of the price bids.

PROCESS TO BE CONFIDENTIAL

- 3.43 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.
- 3.44 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.45 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 3.46 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses, below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 3.47 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

The contract agreement shall consist of –

- An agreement on non-judicial stamp paper of appropriate value
- Tender document, along with the addend/corrigenda, if any.
- Telex/Letter of Acceptance & Detailed Letter of Acceptance.
- Agreed Variation, if any,
- Any other document as mutually agreed.

INTERFERENCE WITH PROCUREMENT PROCESS

- 3.48 In case the bidder
 - i) Withdraws from the procurement process after opening of financial bids;
 - ii) Withdraws from the procurement process after being declared the successful bidder
 - iii) Fails to enter procurement contract after being declared the successful bidder;
 - iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,

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

RIGHTS OF COMPANY

3.49 The Company reserves the right -

- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) not to carry out any part of work.
- iv) to reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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

REFUSAL / FAILURE

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

SECTION- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.4 The successful tenderer shall furnish a Security Deposit@10% of total value of contract through Demand Draft in favour of RSMML, Udaipur /Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU/ICICI/HDFC/Axis Bank having its branch at Udaipur issued on Non-judicial stamp paper of value 0.1% of BG amount subject to minimum of Rs. 200/- whichever is higher . No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil 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.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as

the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.

- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

PROVIDENT FUND

- 4.14 The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.15 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.
- 4.16 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-C) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- 4.17 However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challans for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Officer-In-charge.

ASSIGNMENT & ADDITIONAL CONTRACTS

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

RECORDS, REGISTERS, ETC.

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

STATUTORY OBLIGATIONS

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

TAXES

- 4.25 The rates quoted by the contractor will be inclusive of all taxes, duties, levies including service tax as applicable on this contract (up to the last date of submission of bids). The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on what so ever ground.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.26 Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities 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/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- 4.27 The company shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

LIABILITITES IN RESPECT OF CONTRACTORS MACHINERY, ETC.

- 4.32 The contractor shall be responsible for maintaining and operating the machines deployed by it for the contracted work in such a way that the machines operate at full capacity and with due regards to safety and ensure compliance of the applicable statutory rules & regulations.
- 4.33 The contractor shall bear all costs, expenses, etc., that may be incurred on purchase, maintenance, overhauling, running and operating the machines.
- 4.34 If the machines/ equipments deployed by the contractor cause any accident or causes injury or death to any person working the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the contractor to bear all sort of compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/injury/damage.

LIABILITY FOR ACCIDENT TO PERSONS

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

On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including

the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

WAGES:

4.36

- i. The Contractor shall furnish copies of wage payments to the Engineer-in-charge on or before 15th of each month in respect of the preceding month and maintain proper records thereof for the aforesaid purpose to the satisfaction of the Engineer-in-charge.
- ii. The contractor will make payment to the labour for the paid holidays declared by the Company from time to time.
- iii. The contractor shall have to make all payments to the workers/labours/staff etc. engaged by it every month latest by the 7th day of the following month through their bank account.
- iv. If the contractor fails to pay to the workers/staff/labours any dues, the RSMML may make arrangements for payment thereof after giving 15 day's notice to the contractor and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by the RSMML.

WAIVER

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

FORCE MAJEURE:

4.38 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contractor if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract?

SERVICE OF NOTICE ON CONTRACTOR:

4.39 Any notice hereunder may be served on the Contractor or his/its duly authorised 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 authorised agent at the work site and at Udaipur.

SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE OFFICER-IN-CHARGE

- 4.40 Notice and communication addressed to the Company or the Officer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Jhamarkotra Mine, Udaipur and copy to authorised representative at the Jhamarkotra Mine, Udaipur, and
 - (b) In the case of the Officer Incharge, if dispatched or left at or posted to the address of his/its authorised 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.
- 4.41 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorised partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.42 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:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the 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.
- 4.43 Before determining the contract, as aforesaid, and provided that, in the judgement 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.

In the event of the Company proceeding in the manner herein above prescribed-

- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid.
 - (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty execution of work, 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, authorised or required to be recovered or retained by the Company.
- 4.44 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.
- 4.45 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

APPEALS:

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

DISPUTE, JURISDICTION

- 4.47 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of the company shall be final and binding.
- 4.48 No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.49 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)

APPLICABILITY

5.0 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.

Chapter 1 - SCC

Special Instructions for the Tenderers

BRIEF DESCRIPTION OF PLACE & WORK:

- 5.1.1 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). Jhamarkotra Mines is situated at an approximate distance of 27 Kms from the town of Udaipur in Rajasthan.
- 5.1.2 Haulage road from view point of Jhamarkotra Mines to LGO(Low Grade Ore) crushing plant, mainly used for used for transportation of ore from Mines and movement of other vehicals. This is about 2.5 Km long and 20-22m wide kachha road termed as “main mines haulage road” (MHR).
- 5.1.3 Due to continuous movement of different vehicals including off road dumpers of varying capacity enormous dust get to air borne, which need to be suppress at the source.
- 5.1.4 To prevent the dust to get air borne on MHR, it kept continuously wetted by sprinkling system installed on this MHR.

PREQUALIFICATION CRITERIA:

- 5.1.5 The tenders shall be pre-qualified on the basis of the following criteria:
 - i. The Tenderer should have minimum turnover of Rs.10.50 Lacs in any one of the immediate preceding four financial year's i.e.2010-11, 2011-12, 2012-13 & 2013-14 in its own name.

The tenderer should submit duly attested copies of C.A. certified / audited balance sheet /profit & loss account statement in support of turnover only. The tenderer shall be pre-qualified on the basis of documents furnished along with techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. Only pre-qualified tenderer will be informed about the opening of price bid.

The tenderer/bidder who have earlier been suspended or banned or whose contract has been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.

The company reserves the right to accept or reject or cancel any or all tenders 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 or loss of offer. Offers furnished through Fax/ /E-Mail/ Telegram etc. shall not be considered. The RSMML will not entertain any claim on account of late receipt/postal delay /non-receipt of tenders.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has:

- a. made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
- b. it is 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.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

5.1.6 The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder. The tenderer with the lowest quoted rate for Operation, Repair & Maintenance And Watch & Ward Of Water Sprinkling System For Dust Suppression On MHR shall be decided as the successful tenderer i.e. L-1 tenderer..

LAND FOR CONTRACT'S FIELD OFFICE

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

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

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

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

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

- i) Attested copy of Letter of Acceptance for the work.
- ii) Details of the personnel who will be engaged for execution of the work
- iii) Medical Certificates from qualified medical practitioner as required under Mines Rules1955.
- iv) Insurance of all personnel engaged for the contract.

REPORTS

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

Chapter 2 – SCC

Scope of Work

5.2.1 Brief Introduction:

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). Haulage road from view point of Jhamarkotra Mines to LGO(Low Grade Ore) crushing plant, mainly used for used for transportation of ore from Mines and movement of other vehicals. This is about 2.5 Km long and 20-22m wide kachha road termed as “Main Mines Haulage Road” (MHR).Due to continuous movement of different vehicals including off road dumpers of varying capacity enormous dust get to air borne, which need to be suppress at the source.

To prevent the dust to get air borne on MHR, it kept continuously wetted by sprinkling system installed on this MHR. The sprinkling system installed on both side along MHR from LGO crushing plant to near the view point. It divided into five segments, each segment consist of about 25-25 nos of sprinkling nozzles on both side of MHR. Hence in all about 250 nos of sprinkling nozzles required in all segment of sprinkling system. But in some section of MHR sprinkling nozzles could not fixed due to intersection of other roads , existence of different ore stacks along MHR where loaders and tippers continuously work for feeding of ore in crushing plant. So actually about 225 nos of sprinkler nozzles could be fixed along MHR.

For operation of sprinkling system an over head water tank and pump house is situated near the reporting office. Water use for sprinkling system is pumped through a two stage 20HP mono bock pump set. Pressurised water sent through feeder pipes on both sides of MHR. Individual segment of sprinkling system operated by valves exits between feeder pipe and small dia sprinkler pipes. Sprinkling nozzles of both side of MHR in one segment operated simultaneously and rotated in semi circle to effective wetting of MHR in full width. All feeder pipes, small dia sprinkler pipes are HDPE pipes and buried along both sides of MHR. Pipes from over head water tank and from pump to feeder pipes are MS pipes. There are some GI pipes where feeder pipes cross the MHR or other road to avoid damages of HDPE pipes.

Operation of Sprinkling system has been discontinued on 12.04.2014 bidder is supposed to go through the detailed system and it is assumed that the bidder very well understood about the requirement of spares for operation and repair and maintenance of sprinkling system.

5.2.2 Operation of sprinkling system:

Contractor has to deployee sufficient manpower (unskilled helpers and semi skilled fitter cum pump operator) for operation of sprinkling system in all three production shift on all working days (except weekly day of rest or holidays). Sprinkler nozzles fixed on both sides of MHR should rotate in part circle in such a manner that they wetted entire width of MHR properly. Contractor should keep record of operation of the system in a log book in prescribed format as per direction of engineer in charge. If due to improper sprinkling if MHR got damage and then same should be repaired by leveling of pot holes caused by improper working of sprinklers. Vegetation grown along MHR in vicinity of these sprinklers due to wetness then same should be cleared by the contractors to keep MHR free from vegetation.

5.2.3 **Repair & Maintenance Of Sprinkling System:**

Sprinkling system is presently not in operation. On commencement of work by new contractor, the entire system along with pump house will be handed over to him. After taking over the sprinkling system, contractor should make all arrangements for repair and maintenance of system for its smooth operation. Contractor should repair/replace the sprinkling nozzles, riser pipes, valves or pipeline for effective sprinkling on MGR without creating any dispute regarding condition of these items. Contractor should carry out all necessary repair/replacement work for smooth operation of sprinkling system in its entire length within one month period from commencement of work. Predetermined compensation for under performance as mentioned at sub clause 5.3.6 to 5.3.13 will be levied after one month from the date of commencement of work.

For repair and maintenance of sprinkling system contractor has to arrange all spare parts i.e. sprinkling nozzles, 15mm dia GI raiser pipes, valves of all sizes, flanges of HDPE pipes, sockets, all other spare part require in this connection at his cost and deemed to include in offer price except HDPE pipes of all sizes, MS and GI pipes used in main lines & crossing lines. HDPE pipes of all sizes, MS and GI pipes will be provided by company on actual requirement basis at free of cost. Contractor also required to arrange all tool & tickles including welding machine etc required for any repairing work. All excavation work required to carry out for repairs of sprinkling system also include in scope of contract.

Contractor also required to clean the feeder and other pipe lines to avoid jamming of these lines. Contractor should carry out his work properly without damaging any pipe line during excavation of road for cleaning of any jammed pipe line.

All electrical repairing and maintenance work will be carried out by the company including repairing or replacement of electrical motor of pump set. Electricity will be provided by company for operation of sprinkling system without any cost. Disassembling or assembling of electrical motor or pump will be carried out by contractor. Repairing/welding or cleaning of pump/impeller will be carried out by contractor however new impellers or pump will be provided by company if presently working pump set got break down and could not repair even after genuine efforts by contractor.

5.2.4 **Watch & Ward of Sprinkling System:**

Contractor required to make all arrangement for safety and security of entire system including all sprinkler along MHR and pump house. On week day of rest and holidays declared by company the sprinkler system will not operated but the contractor should make arrangement for watch and ward on weekly day of rest and holidays also. Contractor will liable for any damages to sprinkling system cause due to negligence in watch and ward by contractor.

5.2.5 **Miscellaneous condition of contract:**

- (a) Contractor has to maintain a log book in prescribed format and produce to engineer in charge on daily basis.
- (b) Lying and fixing of pipe lines and sprinkling system wherever it got damaged or rendered unserviceable to complete the total count of sprinkler nozzles.
- (c) Routine checking and maintenance of sprinkling system.
- (d) Operate valve of over head tank properly to prevent wastage of water. Keep valve close when system is not in operation.
- (e) Contractor or his representative should remain regularly in touch with engineer in charge to receive instruction and give feedback regarding operation of system.
- (f) Contractor should spare their employee for training at VT Centre for training as required under VT Rules.
- (g) Contractor shall be responsible for any damage to system caused due to negligence or due to unskilled manpower engaged by contractor.

- (h) If during road repair work by dozers or motor graders accidentally any portion of sprinkling system got damaged same should be repaired by contractor without claiming any compensation within reasonable time.
- (i) Contractor should maintain sufficient spare parts so that system should not be remain out of use for want of spares.
- (j) Contractor should inform well in advance regarding requirement of any HDPE/MS/GI pipes which has to be supplied by company under this contract.

RESOURCES, MANPOWER, FACILITIES, ETC.

5.2.6 The contractor will have to bring and deploy requisite machinery, labourers, tools, tackles, equipment, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.

INCIDENTAL & CONTINGENT WORKS

5.2.7 The contractor will have to make its own arrangements for all incidentals or contingent works including deployment of additional manpower whenever required and as per the direction of Engineer-In-Charge, related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.

EMPLOYMENT OF MANPOWER AND THEIR CONDUCT

5.2.8 The labours/staff/supervisors/managers etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/managers etc., to be engaged by the contractor for the contracted work.

5.2.9 Contractor shall not be allowed to engage Juvenile and Females for this work.

5.2.10 The Contractor shall be responsible for the proper conduct and behaviour of all the labours/staff/supervisors/managers and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood 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.

MISCELLANEOUS LIABILITIES

5.2.11 The contractor shall be responsible for making all arrangements at its cost and expenses for:

- i. Suitable accommodation for its staff/labour/workers etc.
- ii. Tools, equipments, machinery, water, and any other requirement for accomplishing the work satisfactorily.
- iii. Drinking water, medicines, and medical aid, for the staff/labour/workers etc at the mine, working site.
- iv. Safety and discipline of the labours/workers/ staff employed.
- v. Providing safety boots, dust masks, safety goggles, safety belts and other protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the labourers/workers/ staff etc deployed at work site.

5.2.12 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure is incurred by the RSMML on the above items that will be recovered from the contractor's bills/security deposit.

5.2.13 The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's equipment/appliances or his employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

Insurance:

5.2.14 Insurance of the persons engaged by him will be the contractor's responsibility. The contractor is required to take Workmen compensation policy or any other better insurance policy for persons employed by him at his own cost and renewed it from time to time to cover entire contract period. The insurance policy is to cover the claims towards the injury caused to the persons & property of the company or to injury to any third persons/property.

Chapter 3 – SCC

PERIOD OF CONTRACT, QUANTUM OF WORK, COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR DELAYED OPERATION ETC.

PERIOD OF CONTRACT

- 5.3.1 The period of contract for the work envisaged under this tender shall be Three years from the date of issuance of Letter of Acceptance.
- 5.3.2 The period of contract shall commence from the date issuance of letter of acceptance /Detailed Letter of Acceptance. The Contractor shall commence the work within a period of 15 days from the date of issue of LOA/DLOA; this period shall be termed as Mobilization Period. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.
- 5.3.3 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.

FAILURE, COMPENSATION AND PREDETERMINED COMPENSATION

5.3.4 FOR DELAY IN COMMENCEMENT:

- 5.3.4 In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company

- 5.3.5 If the contractor is unable to do the job as per the requirement, terms and conditions or fails to complete the contract due to any reason, the company will get the work done, in full or its part thereof, from any other agency at the risk and cost of the contractor. 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 cost at the rates specified in the schedule of quantities and rates.

PREDETERMINED COMPENSATION FOR UNDER PERFORMANCE

- 5.3.6 Contractor has to make arrangement for operation of sprinkling system in all three production shift. Sprinkling system should be operated in full length so that it effectively wetted the MHR to prevent the dust to get air borne. The system should be operated frequently in each shift so that the MHR remains continuously wetted throughout shift. Contractor should ensure that all sprinkler nozzles (225) should be in working condition and if any number of nozzles not in proper working condition then same should be repaired or replaced as early as possible.
- 5.3.7 If contractor fails to execute the work efficiently the company will recover predetermined compensation for under performance maximum up to 50% of monthly value of contract. Performance will be evaluated on monthly basis and short fall in any month will not be compensate in next month.
- 5.3.8 For purpose of evaluation of monthly performance of contractor following formula has been devised to quantify the work performed by contractor:

A. Total quantum of work required to be performed by contractor will be calculated as:

- i. No. of total sprinkler nozzles =225
- ii. No. of total production shifts in month
- iii. Total quantum of work (N) =225 x No. of total production shifts in month

B. Actual quantum of work performed by the contractor will be calculated as:

- i. For purpose of evaluation of work performed by contractor total number of sprinkler nozzles working properly will be counted by engineer in charge or his representative in presence of contractor or his representative on weekly basis and record will be maintained in a register at office of engineer in charge. Average number of sprinklers nozzles in proper working condition during the month will be calculated. Say average (P)
- ii. No of production shifts for which the sprinkling system actual operated will be calculated by log book maintained by contractor and verified by engineer in charge. Say total shift operated(Q)
- iii. Total actual work performed by contractor(M) =P x Q

C. Performance of work performed by contractor will be calculated as follow:

- i. Total actual work performed by contractor during the month= M
- ii. Total quantum work required to be performed by contractor during month=N
- iii. % Performance(E) during month=M/N *100

5.3.9 Predetermined compensation for under performance will be calculated as follow:

S.No.	% Performance(E)	Compensation levied on contractor
1.	80 % and above	NIL
2.	< 80 % but > or = 70 %	10 % of monthly contract value
3.	< 70 % but > or = 60 %	20 % of monthly contract value
4.	< 60 % but > or = 50 %	30 % of monthly contract value
5.	< 50 % but > or = 40 %	40 % of monthly contract value
6.	< 40 %	50 % of monthly contract value

5.3.10 Predetermined compensation for under performance levied on contractor will be subjected to following conditions:

- i. No compensation will be levied on contractor for non operation of sprinkling system on rainy days when it is not required to operate due to MHR adequately wetted due to rains.
- ii. No compensation will be levied on contractor for non operation of sprinkling system due to reasons beyond control of contractor i.e. non availability of electricity, water, and break down of motor-pump and need repairs.
- iii. Number of shift affected due to above reasons will be deducted from total production shifts in a month.
- iv. If certain number of sprinkling nozzles could not operated due to reason beyond control of contractor i.e. non supply of HDPE/MS/GI pipes which required to provided by the company, other activities on MHR which restrict use of these sprinklers, certain portion of sprinkler system got damaged due to any road repair work by company or any other agency performing company's work. In above situation such number of sprinkler nozzles subtract from required 225 sprinkler nozzles for calculation of performance.
- v. No compensation will be levied on contractor for one month from the date of commencement of work.

5.3.11 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.

5.3.12 However, compensation for shortfalls in the contractual targets could be reduced or waived off if adequate justification or grounds exist for such a reduction or waiver based on the written request by the contractor for the same. Further if concerned Engineer In charge clarifies that any such shortfall is due to the reasons beyond the control of contractor, predetermined compensation as above would not be imposed.

- 5.3.13 The compensation, if levied, shall be recovered immediately from the bills of the contractor.
- i) The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor, or by reference to an arbitrator, at the discretion of the RSMML.
 - ii) 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.
 - iii) 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.
- 5.3.14 The compensation so paid/and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

RIGHT TO REVIEW PERFORMANCE

- 5.3.15 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.
- 5.3.16 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 2 days.

Chapter 4 – SCC

RATE OF REMUNERATION & PRICE VARIATION

- 5.4.1 The Contractor, in lieu of the services rendered for the work under Scope of Work and in view of terms and conditions mentioned herein, shall be entitled to remuneration. Accepted monthly rate shall be considered as the rate for remuneration to the contractor.
- 5.4.2 The price quoted and finally accepted by the company shall be deemed to include and cover all costs, expenses, taxes (including service tax), duties, levies and liabilities of every description and all risk of every kind to be taken in execution. No increase in rates on these accounts shall be permitted, except as mentioned in the tender document.
- 5.4.3 The schedule of rate or contract rate or rate of remuneration shall include an indemnity to the Company which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials octroi or other municipal or local board charges, fees, cess, as applicable on materials, equipment or machinery to be brought to site for use on work, shall borne by the Contractor.
- 5.4.4 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates or rate of remuneration shall be deemed to include and cover the cost of all inputs for the works or otherwise, also all rents and other payments for the works, all equipment, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- 5.4.5 No exemption or reduction of customs duties, excise duties, sales tax, service tax or any port duties, special Road Tax, Road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess taxes or charges (from or any other body), whatsoever will be granted or obtained element of all of which expenses shall be deemed to be included in and covered by the contract rate or schedule of rate. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.
- 5.4.6 The rate of remuneration shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of equipment/s, spares, oils, lubricants, statutory or otherwise on any other ground or reason or accounts whatsoever.
- 5.4.7 Further, in case any new tax/levies etc., made applicable on the remuneration paid to the contractor for this work in future, then such amount paid by the contractor to the Government on this account would be reimbursed/ recovered to/from the contractor on submission of documentary evidence in this regard.

PRICE VARIATION

- 5.4.8 The rates quoted by the contractor and finally accepted by the company shall remain firm & fix for the period/extended period of this contract.

TERMS & CONDITIONS OF PAYMENT

- 5.4.9 For payment purposes the contractor shall submit the bill on monthly basis to receive its remuneration from the RSMML to the Engineer-In-Charge. The duly verified bills shall be processed by the Engineer-In-Charge for its payment. The monthly rate of remuneration as accepted by the Company shall only be considered for billing purpose.

- 5.4.10 The Contractor, in general, is entitled to receive monthly payment within a period of fifteen (15) days. From its submission to the Engineer In-Charge. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 5.4.11 The Company shall make payment due to the Contractor by crossed Account Payee cheques. In no case will the Company be responsible, if the Cheque is misplaced or misappropriated by unauthorized person/s.

CLOSING OF THE CONTRACT

- 5.4.12 On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction are required to be submitted to the Officer-In-Charge.
- i) Month-wise details of work executed 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 Subcontractor,
 - 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 of whatsoever nature or description 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.
- 5.4.13 On receipt of this last & final bill, 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 authorised 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.

Chapter 5 - SCC

UNDERTAKING

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

For and on behalf of the Tenderer

(Authorized Signatory)

Seal & Date

(On the letter head of the tenderer)

LETTER FOR SUBMISSION OF TENDER

DATE:

FROM

To:
 The Group General Manager (Contracts),
 RSMML, Corporate Office,,
 4, Meera Marg,
UDAIPUR 313001 (Raj).

Reg: Operation, Repair & Maintenance and Watch & Ward Of Water Sprinkling System For
 Dust Suppression On MHR At Jhamarkotra Mines, Distt. Udaipur (Rajasthan)

Tender Ref: RSMM/CO / GGM (Cont)/Cont- 14 /2014-15 Dated: 04.09.2014

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 within specified period/time schedule as specified in the tender document, at the accepted schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document. I/We shall pay compensation to the company in case of failure on my/our part, as per the provisions and stipulation contained in the terms and conditions of the tender document.
3. I/We have deposited the requisite Earnest Money as per NIT in the form of crossed Demand Draft from Nationalised/Scheduled Bank in favour of RSMML payable at Udaipur, particulars thereof are mentioned herein below.

D.D. No	Date	Name and Address of Bank
Amount		

4. 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.
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 of Rs. and/or security deposit as mentioned in tender document, or pay to the company or it's successors such sums of money as

stipulated in the conditions contained in the tender documents. The Company shall also be at liberty to withdraw and cancel the notice of acceptance of tender (LOA) including forfeiture of the Earnest Money amount of Rs. _____ and/or security deposit as mentioned in tender document. if the contractor fails to complete the following within overall period of 30 days from the date of issue of LOA;

- a. Furnishing of security deposit
 - b. Execution of agreement
6. I/We are fully aware of the statutes/laws/rules in connection with working in a mine. I/We agree to abide by the statutory provisions applicable to the mines.
 7. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
 8. I/We hereby confirm that Price Bid- (Part II) of the tender contains no stipulations.

Date, the _____ day of, _____ 2011.

Signature of tenderer(s)
With the seal of the firm.
(Indicate the capacity of the person signing the tender form)

Witness

Name in Block Letters:
Full Address :
Telephone No. / Fax No.

(On the letter head of the tenderer)

FORM "B"

Check list to be enclosed with 'techno-commercial (part-I) bid'

Tender Ref: RSMM/CO / GGM (Cont)/Cont- 14 /2014-15 Dated: 04.09.2014

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	
3.0	Telephone Number & Fax number	
4.0	Status of the tenderer: Individual/ Partnership firm /Proprietorship firm/ Co-operative Society registered under RCA/ Private Limited Company/ Public Sector undertaking /any other NB: Attach supporting documents (partnership deed, certificate of registration of firm etc.) duly attested in support of your status	
5.0	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
6.0	Turn over during last four financial years. 2010-11 2011-12 2012-13 2013-14	
7.0	Whether Enclosed duly attested copies of C.A. certified/audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
8.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.

9.0	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement
10.0	Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation is pending against him with the company & other companies, in relation to the work. If any, give details.	Yes /No.
11.0	PF account No. with Copy of P.F. registration certificate or affidavit as per annexure-C	
12.0	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
14.0	Details of Earnest money deposited Demand Draft /Pay order.	No. & Date. Name of Bank Payable at
15.0	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 is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
16.0	PAN No.	
17.0	Service Tax Registration Number	
18.0	Status of registration under MSMED Act along with copy of certificate	

1. If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may not be opened, for which, the Tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. The Tenderer shall enclose the required document **strictly** in the sequence/order as listed above and shall be flagged by super scribing the concerned S. No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tenderer.
3. Before enclosing the document read carefully the tender document conditions/stipulations and encloses the requisite documents only.
4. Photocopies of the documents shall be attested by the gazetted officer or Notary public

(Authorised Signatory)

Name of the Tenderer: -----

Designation/ Relationship of
the Authorised Signatory with the tenderer:

Date: -----

Place: -----

**(On the letter head of the tenderer)
EXCEPTIONS AND DEVIATION**

Tender Ref: RSMM/CO / GGM (Cont)/Cont- 14 /2014-15 Dated: 04.09.2014

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

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

Name and signature of Tenderer

(On the letter head of the tenderer)

FORM "D"

PART-II PRICE OFFER

Tender Ref: RSMM/CO / GGM (Cont)/Cont- 14 /2014-15 Dated: 04.09.2014

Price Proforma for the work of "Operation, Repair & Maintenance And Watch & Ward Of Water Sprinkling System For Dust Suppression On MHR At Jhamarkotra Mines, Distt. Udaipur (Rajasthan)"

S.No.	Particulars	Rate per month	Rate per month
		(Rs)	(Rs)
		(Lump sum In Words)	(Lump sum In Figures)
1.	Operation, Repair & Maintenance And Watch & Ward Of Water Sprinkling System For Dust Suppression On MHR At Jhamarkotra Mines, Distt. Udaipur (Rajasthan) as per the requirement of company as ascertained by Engineer-In-Charge from time to time, scope of the work and terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work as described in the Tender.		

NOTE:

- i. Tender rates must be entered in figures & words.
- ii. In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- iii. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
- iv. The rate quoted will be inclusive of all applicable taxes, duties, including service tax.

Name and signature of Tenderer with office seal

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector Bank/ICICI/Axis/HDFC having its Branch office at Udaipur on non-judicial stamp paper of value 0.1% ofBG amount subject to minimum of Rs. 200/- whichever is higher)

B.G _____ Dated _____

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

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called ‘the Contractor) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of the Contractor and agreement dated _____ entered into between RSMML and M/s. _____(Contractor), hereinafter called ‘the said letter of Acceptance/agreement’ which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____(Rs. _____) being equivalent to _____% of Contract value of Rs. _____.

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

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

months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or GGM(SBU-PC-rockphosphate) 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 balance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____SON OF _____
(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____this the __ day of ____20...

DECLARATION BY THE CONTRACTOR

- 1) I/We undertake that I/we have not enclosed / mentioned any additional condition and any deviation from the above tender document.
- 2) I/we have also ascertained all information, whether technical/commercial or otherwise.
- 3) I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- 4) I/We do hereby agree and undertake, not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

(Authorised Signatory)

Place: -----

Name of the Designation/ Relationship of the
authorised Signatory with the tenderer

Affidavit for PF declaration in support of tender
(To be typed on Non Judicial stamp paper of Rs.10/-)

I _____ S/O _____

aged _____ Years _____ Resident of _____

On behalf of the tenderer i.e. M/S _____

Hereby take 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 purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent

(Authorised 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

(Authorised signatory)

UNDERTAKING

(To be typed on Non Judicial stamp paper of Rs.10/-)

Tender Ref: RSMM/CO / GGM (Cont)/Cont- 14 /2014-15 Dated: 04.09.2014

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

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

Date: -----

Place: -----

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

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

Signature of contractor with address.

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) not obstruct any investigation or audit of a procurement process.
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to in response to Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date
Place

Signature of bidder
Name:
Designation:
Address:

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- (a) determination of need of procumbent;
 - (b) provisions limiting participation of Bidders in the bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No. of
Before the(first/second Appellate Authority)

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal :
.....
.....
.....(Supported by an affidavit)

7. Prayer:
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.