



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

FOR

Hiring of one number crawler mounted backhoe hydraulic excavator (of model 2013 & onwards) having minimum 6.0-6.5 cu-m bucket capacity on hourly basis along with operation, maintenance etc. at Jhamarkotra Rock Phosphate Mines District Udaipur.

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Issued by
General Manager (Contracts),
RSMML, 4-Meera Marg, Udaipur – 313001

Cost of Non Transferable Tender Document: Rs.4570 /- (inclusive of VAT)

Period of downloading of Tender: 19.10.2015 to 23.11.2015 up to 1.00 pm

Last Date of Submission of online Tender: -23.11.2015 up to 3.00 pm

Date of Opening of Techno-commercial Part-I :-24.11.2015 at 3.30 pm

Registered Office:

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

Corporate Office:

4, Meera Marg,
Udaipur - 313 001
Phone : 0294-2428763-67,
Fax 0294-2428768,2428739

SBU & PC – Rock Phosphate:

Jhamarkotra Mine, Village: Jhamarkotra,
Tehsil: Girwa , District: Udaipur-313015
Phone: 0294-2342441-43
FAX: 0294-2342444



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)
Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,
Phone : 0294-2803519,2428763-67, fax 0294-2428768,2428739

Ref. no :-RSMM/CO/ GGM(Cont)/Cont.14/2015-16/

Dated 14.10.2015

NOTICE INVITING E-TENDER

On line tenders are invited in electronic form through <http://eproc.rajasthan.gov.in> for the following work at Jhamarkotra Mines in District Udaipur. The brief description of the work is as follows;

Brief Description of work	Period of contract	Number of Hydraulic Excavator	Estimated working hours/ annum	Earnest Money (Rs.)
Hiring of one number crawler mounted backhoe hydraulic excavator of (model 2013 & onwards) having minimum 6.0-6.5 cu. m. rated bucket capacity on hourly basis with operation, maintenance etc. at Jhamarkotra Mines District Udaipur.	Three years	one	3600 hrs	16.00 lacs
Cost of tender document: Rs. 4570/- is inclusive of VAT, payable by Demand Draft / Pay Order/ Banker's Cheque in favour of "RSMM Ltd", Udaipur, payable at Udaipur				
Processing fee	Rs.1000/- payable by Demand Draft in favour of MD RISL, payable at Jaipur			
Period of downloading the document	From 19.10.2015 to 23.11.2015 up to 1.00 PM			
Last date & time of online submission of offer	Dated 23.11.2015 up to 3.00 PM, Online			
Date of opening of Techno-commercial offer	Dated 24.11.2015 at 3.30 PM, Online			

Tenderer should fulfill the following pre-qualifying criteria;

- (i) The turnover of the tenderer should be at least **Rs.200.00 Lacs** during any one of immediate three preceding financial years i.e. 2012-2013, 2013-14 & 2014-15 in its own name.

The tenderer should submit duly attested copy of Audited Balance Sheet, CA certificate & Profit & Loss account in support of turnover.

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

The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors "," information about DSC", FAQs & the bidder manual kit " to know the process for submitting the electronic bids at website. The complete bid document has been

published on the website www.rsmm.com / eproc.rajasthan.gov.in & on sppp.raj.nic.in for the purpose of downloading.

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

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

The tenderer has to deploy the requisite make & model of the equipment required to perform the entire scope of work & compliance of the terms & conditions of tender thereof & to achieve the production target, as given by the company from time to time.

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

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

General Manager (Contracts)

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

SECTION-II DEFINATIONS & INTERPRETATIONS

2.1 DEFINATIONS:

In the following paragraphs of this tender document, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required;

- 2.1.01 **"RSMML" or "Company" or "Employer"** means "Rajasthan State Mines & Minerals Limited," a Government of Rajasthan Enterprise, incorporated under the Company Act, 1956 having its registered office at C-89/90, Jan Path, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan).
- 2.1.02 **"Appointing Authority"** wherever the expression is used shall mean the Managing Director or any other person so designated by the company.
- 2.1.03 **"Group General Manager(Contract)"** shall mean the Group General Manager of Rajasthan State Mines and Minerals Limited so designated for contracts or his successors in office so designated by the company.
- 2.1.04 **"Group General Manager(RP)"** shall mean the Group General Manager of Rajasthan State Mines and Minerals Limited so designated for SBU&PC Rock Phosphate Mine Jhamarkotra of RSMML or his successors in office so designated by the company.
- 2.1.05 **"Agent"** shall mean the Agent for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited so notified by the company in this behalf.
- 2.1.06 **"Mines Manager"** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited so notified by the company in this behalf.
- 2.1.07 **"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 and shall include those who are expressly authorized by him to act for and his behalf for operation of this contract.
- 2.1.08 **"NIT"** means all documents forming part of this "Tender Notice".
- 2.1.09 **"Contract Document"** shall mean collectively tender documents, designs, drawings, plans, specifications, agreed variations, if any & other documents constituting the tender & acceptance thereof.
- 2.1.10 **"Tender"** shall mean the proposal along with supporting documents submitted by the contractor against this inquiry for consideration by the Company.
- 2.1.11 **"Contract Rate" or "Schedule Rate" or "Tendered Rate" or "Rate of remuneration"** means rate entered in figures and words in schedule/s by the Contractor or Service Provider and accepted by the Company as payable to the contractor or Service Provider for execution /performance of all contractual obligations of contract.
- 2.1.12 **"Value of Contract" or "Total Contract Value"** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender & /or the contract rates as payable to the contractor for the entire execution & full completion of the work.
- 2.1.13 **"Contract"** shall mean the agreement between the Company and the Contractor or Service Provider, for execution of the work/s, including therein all documents such as, invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance /telegram /telex/fax/email awarding the work, agreed variations, if any etc.

- 2.1.14 “**Contractor or Service Provider**” means the person or the persons, firm or company or corporation whose tender has been accepted by the company and includes contractor's legal representatives, his successors and permitted assigns.
- 2.1.15 “**Accredited representative of contractor/Service Provider**” or “**Representative of contractor/Service Provider**” means a person duly authorized by the contractor/ service provider to receive information & instructions from the company for the work.
- 2.1.16 “**Letter of Acceptance**” shall mean intimation by a letter/e-mail/fax to tenderers(s) that his/its tender has been accepted in accordance with the provision contained in the letter/ E-mail/fax.
- 2.1.17 “**Mine Lease**” or “**Mine Area**” shall mean the area bounded by the lease boundary as shown in **Topo-sheet No. 45 H / 15**.The deposit can be located on the Topo-sheet between ;
Latitude: 24⁰27'30" to 20⁰29'30"
Longitude: 73⁰49' to 73⁰52'
- 2.1.18 “**Bank Cubic Meter/s**” or “**BCM**” shall mean the volume of rock in situ without being disturbed.
- 2.1.19 “**Clause**” or “**Provision**” shall mean the clause & sub clauses of this tender document &/or agreement etc.
- 2.1.20 “**Commencement of Work**” shall mean start of work by collection of samples by the contractor as per contract terms to the satisfaction of the Engineer-in-Charge/Officer-in-Charge.
- 2.1.21 “**Waste**” shall means overburden; inter burden & inferior carbonaceous material as required to be excavated at Mines.
- 2.1.22 “**Period of liability**” in relation to work means the specified period from the date of issue of completion certificate, up to the date of issue of final certificate, during which the Contractor stands responsible for rectifying all defects, that may appear in the execution of contract work/s to the satisfaction of the company.
- 2.1.23 “**Notice**” or “**Notice in writing**” or “**Written Notice**” shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressed) by registered post to the last known private or business address or registered/head/local office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 2.1.24 “**Completion Certificate**” shall mean the certificate to be issued by the Engineer-In-Charge when the works have been completed entirely in accordance with contract document to his satisfaction.
- 2.1.25 “**Temporarily Work**” shall mean & includes all temporarily work/s of every kind for the execution of the main work as incidental & ancillary thereto.
- 2.1.26 “**Statutory Obligations(s)**” would include the entire obligations, which are to be complied with, as per the provisions of various existing legislation’s applicable to mine/working areas.
- 2.1.27 “**Approved**” shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.28 “**Prescribed**” means prescribed by rules made under the Act by the Central Government or, as the case may be, the State Government.

2.2 **INTERPRETATIONS:**

Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

- 2.2.1 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.2 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.3 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.4 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.5 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.6 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.7 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.8 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.9 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2.10 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

Section-III
Instructions to the Tenderer

3.1 TENDERER TO OBTAIN THE INFORMATION HIS OWN:

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

& communication facilities, probable sites for labour accommodation & store go-downs etc & all other factors involved in the execution of works.

- (viii) All the provisions of Rajasthan Transparency in Public Procurement Act 2012 & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.2 TENDER PROCEDURE:

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

3.3 TENDER DOCUMENT FEES:

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

3.4 e-TENDERING PROCESSING CHARGES:

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

3.5 ONE BID PER TENDERER:

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

3.6 COST OF BIDDING:

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

3.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER:

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

3.8 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

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

3.9 ADDENDA/CORRIGENDA:

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

3.10 CURRENCIES OF THE BID AND PAYMENT:

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

3.11 SUBMISSION OF TENDERS:

- (i) The tenders shall be submitted online as prescribed above in the tender document. The "Techno-Commercial Bid" should contain the following;
 - a) Letter of submission of tender as per **Form-1**.
 - b) Power of Attorney in favour of the authorized representative signing the tenderers.
 - c) Earnest Money Deposit (EMD) in the manner as prescribed in the NIT.
 - d) Details of the tenderer in **Form-2** proof of status of tenderer as Individual Proprietary Firm, Partnership Firm, and Company etc. by way of Registration Certificate /Memorandum & Article of Association /Registration Deed etc. duly Partnership Deed duly attested by the Gazetted Officer/Notary public.
 - e) Information regarding the site organization, giving details of field management the tenderer proposes to have for this work in **Form-7** as enclosed in tender document.
 - h) Copy of PAN Card (Income Tax Number) & Service Tax Registration number.
 - j) Attested copy of the Audited/CA Certified Balance Sheet for the financial years prescribed in the tender document in support of the turnover.
 - k) Undertaking that no condition is mentioned in Part II i.e. 'Price Bid' and conformation to the effect that the price quoted in Part II 'Price Bid' of the tender will be firm during contract period except variation in rate of service tax & Diesel Escalation/De-escalation. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
 - l) "Exceptions and Deviations as per tender conditions in **Form-6** enclosed. However it will be desirable that deviations are avoided as far as possible & rate offer be made based upon the tender terms & conditions .Exceptions & deviations made elsewhere in the offer shall be ignored.
 - m) Provident Fund Account Number of establishment and its effective date or undertaking as per **Annexure "D"**.
 - n) Declaration of **Service Tax** considered while quoting offer in **Form-8** of Price Bid'.
 - o) Duly filled **Form 3 to Form 5** of tender document.
 - p) Undertaking /affidavit as per **Annexure B, C, E &G** given in tender document.
 - q) Diesel Consumption norms duly verified by OEM.
- (ii) Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false / fabricated / misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.12 PART II 'PRICE BID' (BOQ):

- (i) The 'Price Bid' shall be submitted on line in the prescribed BOQ format only. It is suggested to the tenderer carefully the instructions mentioned in the Performa at **Form-8/BOQ** for quoting the price offer.
- (ii) The rates are to be quoted in Rupees as per the price format.

- (iii) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

3.13 DEADLINE FOR SUBMISSION OF BIDS:

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

3.14 LATE BIDS/DELAYED BIDS:

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

3.15 OPENING OF THE TENDER:

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

3.16 EXCEPTIONS AND DEVIATIONS:

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Should it become necessary to take any exceptions &/or deviations, then those be given in the **Form-6** only .Deviations mentioned anywhere else would plainly be ignored without any consequences. No exception & deviation should be mentioned in price bid. The exceptions & deviations, if maintained by the bidder & if in the opinion of the company ,can be evaluated after loading financial component on the price offered by the tenderer, the same be evaluated at the sole discretion of the company .An exception or deviation ,if not acceptable to the company ,can result into rejection of the offer.

3.17 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

- (i) The tenderer must pay Earnest Money/Bid Security as per detailed out in NIT in the form of Crossed Demand Draft/Banker's Cheque (having **validity of three months**) in favour of RSMML and drawn on **any 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. No interest shall be paid by the company on the earnest money so deposited by the tenderer.
- (ii) The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids (or disqualified bidders) will be refunded at the earliest.
- (iii) The earnest money of the tenderer, who are technically successful but not awarded the work, shall be refunded after issuance of LOA to successful tenderer and its acceptance by him or at expiry of the validity period of this tender, whichever is earlier.
- (iv) The earnest money deposited by the successful tenderer will be refunded after submission of SD if it in form of BG, if EMD in the form of cash then it will be appropriate towards a part of SD.
- (v) The earnest money of a tenderer shall be forfeited in the following cases;
 - a) If the tenderer at his own withdraws or modifies the offer after submission of the tender.
 - b) If the tenderer does not submit the prescribed security deposit within one month from the date of DLOA/LOA issued.

- c) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of DLOA/LOA issued.
- d) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
- e) If the work is not commenced within the stipulated period.

3.18 VALIDITY:

- (i) Tender submitted by tenderer shall remain valid for acceptance for a period **six months**, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than six months is liable to be rejected. The tenderer on its own shall not during the period of six months or in extended period, revoke, cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited & tender will not be considered for further evaluation.
- (ii) In exceptional circumstances, prior to expiry of the original time limit, the company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

3.19 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

3.20 EVALUATION OF TECHNO-COMMERCIAL BID:

- (i) The Techno-commercial bids of substantially responsive tenderer will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the Techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- (ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.

- (iii) The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.
- (iv) The price bid of only those bidders shall be opened who qualify in technical bid.
- (v) In the case, when the quotations given by the tenderer during negotiation is higher than the original quotation of the tenderer, then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- (vi) In case of negotiations, representatives of the tenderer attending the negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations & rates offered by them.

3.21 CORRECTION OF ERRORS:

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

3.22 PROCESS TO BE CONFIDENTIAL:

- (i) Information, relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the company's processing of bids or award decision may result in rejection of his bid.
- (ii) The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

3.23 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- (i) The tenderer, whose bid has been accepted, will be notified of the award by the company, through postal communication or through facsimile confirmed by registered letter/speed post/E-mail/Fax. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum unit that the company will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (hereinafter and in the Contract called "the Contract Price").
- (ii) The notification of award will constitute the formation of contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of DLOA/LOA.

3.24 INTERFERENCE WITH PROCUREMENT PROCESS:

- (i) In case the bidder;
 - a) Withdraws from the procurement process after opening of financial bid,
 - b) Withdraws from the procurement process after being declared the successful bidder,
 - c) Fails to enter procurement contract after being declared the successful bidder,
 - d) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder without valid ground.shall, in addition to the recourse available in the bidding documents or the contract be punished under RTPP Act,2012 with fine which may extent to fifty lakhs rupees or ten percent of the assessed value of procurement, whichever is less.

3.25 SIGNING OF THE CONTRACT AGREEMENT:

- (i) 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 issuance of DLOA/ LOA but before the commencement of work. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- (ii) The contract agreement shall consist of (1) an agreement on non-judicial stamp paper of appropriate value, (2) tender document, along with the addend/corrigenda, if any (3) Letter of Acceptance &/or Detailed Letter of Acceptance (4) Agreed variations, if any & (5) any other document as mutually agreed.

3.26 RIGHTS OF COMPANY:

- (i) The Company reserves the right;
 - a) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - b) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - c) To increase / decrease the quantity and period of contract.
 - d) Not to carry out any part of work.
 - e) To reject the offer, if is established that the tenderer has submitted any wrong/misleading information and forged documents along with offer or thereafter.
- (ii) The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the RSMML's action.

3.27 REFUSAL / FAILURE:

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

Section-4
GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT:

- (i) 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.
- (ii) Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-In-Charge whose decision shall be final and binding.
- (iii) In case of any inconsistency or contradiction between the provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the Special Conditions of Contract shall prevail unless and until provided otherwise.

4.2 SECURITY DEPOSIT (SD):

- (i) The successful tenderer shall furnish a Security Deposit of 10% of total contract value through Demand Draft / Banker's Cheque/Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from any PSU (except SBI) /ICICI/HDFC/AXIS bank having its branch at Udaipur on non-judicial stamp paper of appropriate value. . No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- (ii) The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company.
- (iii) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the company, should the contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the company. In case of premature termination of the contract, due to fault of the contractor, the Security Deposit will be forfeited and the company will be at liberty to recover the loss suffered by it from the contractor.
- (iv) 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.
- (v) 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.

- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) No interest is payable on S.D. amount.
- (x) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

4.3 **PROVIDENT FUND (PF):**

- (i) 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.
- (ii) 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.
- (iii) The tender who are not coming under the preview of EPF and 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 their labours/employees and employers contribution with PF Trust of RSMML along with 1.10 % administrative charges. An affidavit as per **Annexure-D** for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno- Commercial (Part-1) of the offer.
- (iv) However, each running/ final account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labours/employees and employer's contribution, amount deposited in RPFC Office/Trust against each labour 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 Engineer-In-Charge.

4.4 **SUB-LETING OF WORK:**

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

4.5 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS / EMPLOYEES:

- (i) The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- (ii) The contractor shall be liable for payment of the minimum wages rate as per the notification issued from time to time by the office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India, New Delhi.
- (iii) The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- (iv) The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

4.6 STATUTORY OBLIGATION:

The contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes including service tax payable at present by the Central or State Government authorities, for execution of the works under the contract. The contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the contractor further agrees to comply and to secure the compliances by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and Local laws and regulations and requirements of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities including Directorate General of Mines Safety, Ministry of Environment and Forest, State Pollution Control Board & Indian Bureau of Mines etc or any other Civil or tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

4.7 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- (i) All taxes/duties/levies as are applicable including service tax should be taken into consideration while making the offer. Ignorance in it, shall not qualify for any additional payment. RSMML will reimburse / recover at actual any taxes/duties/levies which are imposed /increased/withdrawn /decreased after the date of submission of offer & are directly applicable to this contract & payable of the contractor /recoverable by RSMML & determined on the basis of bills raised by him upon the company if applicable, subject to furnishing of documentary proof. The present rate of Service tax is @ 14.00%
- (ii) The company shall fully entitle to deduct income tax & / or any other taxes /levied at sources as per rules & instructions as may be applicable for this purpose from time to time.

4.8 WAIVER AND LIABILITY TO PAY COMPENSATION:

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

4.9 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

4.10 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

4.11 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

4.12 INSPECTION OF WORKS:

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

4.13 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the contractor with his/their best skill, attention and supervision. The contractor shall also employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

4.14 POWER OF ENTRY:

- (i) During execution of contract, if in the opinion of Engineer In charge, it is found that:
 - a) Contractor has failed to execute the contract in conformity with contract document or
 - b) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer in- charge or
 - c) Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge or
 - d) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
 - e) Contractor has abandoned the works, or
 - f) Contractor during the continuance of the contract has becomes bankrupt.
- (ii) Then in any of such events, the company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the contractor's permission to continue to execute plant by his agents. The company shall then be free to take appropriate action against the contractor as per provisions of contract.

4.15 COMPANY MAY DO PART OF WORK:

- (i) Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc, on such parts of the work, as the company may decide/designate or also engage another contractor to carry out the work at the risk and cost of the contractor.

- (ii) In such cases, the company shall deduct from the amount due or which otherwise might become due to the contractor, the cost of such work and materials etc, plus 15 % additional charges thereon to cover all departmental charges/expenses and the contractor shall be bound by such decision of the company.

4.16 LIENS:

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

4.17 COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- (i) The contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and rules/bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required.
- (ii) It will be the sole responsibility of the contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various statutory authorities concerned. In case of default by the contractor in making statutory payments in time, the company reserves the right to deduct necessary amount from the contractor's bills towards such payments without prejudice to the rights & remedies of the company.
- (iii) The contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- (iv) All persons other than his regular employees engaged by the contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration of employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the contractor to them.
- (v) The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices. The contractor shall be required to ensure vocational training as well as initial medical examination to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966 & Mines Rules, 1955 respectively.

4.18 COMPENSATION AND LIABILITY:

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

- (ii) In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the contractor shall be bound by such decisions of the Engineer-in-charge.
- (iii) The company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the contractor shall indemnify and keep indemnified the company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

4.19 LIABILITY FOR ACCIDENT TO PERSONS:

- (i) Besides the liabilities of the contractor under the "Workman's Compensation Act", Fatal Accident Act, Mines. Vocational Training Act, "Mines Act" the shall also apply to the contractor.
- (ii) On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the contractor shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The contractor shall indemnify the company, against all claims/compensation, loss or damage sustained by the company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of Workman's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

4.20 FORCE MAJEURE:

Neither the contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from any statutory authorities from the State &/or Central Government, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, failure of railways to supply wagons/boxes at railway siding, non-availability of mineral at mines/railway siding and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the period of 14 days then within the shortest possible period. Power Cuts/Partial Power Failure/Interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure

lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract?

4.21 SERVICE OF NOTICE ON CONTRACTOR:

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

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

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

4.23 TERMINATION:

- (i) 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.

- (ii) Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the contractor if any opportunity is given to him to do so, the company may, by notice, in writing, call upon the contractor to cure the default within such time as may be specified in the notice.
- (iii) In the event of the company proceeding in the manner herein above prescribed.
- (iv) The whole of the Security Deposit furnished by the contractor or retained by the company shall be liable to be forfeited, without prejudice to the right of the company to recover from the contractor, the excess cost referred to aforesaid. The company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the contractor, as may be deployed/used for the work.
- (v) 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 workmanship in respect of such work shall, under the contract rest exclusively with the contractor and shall be subject to deduction of all amounts due from the company to the contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the company.
- (vi) 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.
- (vii) 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.

4.24 DISPUTE, JURISDICTION:

- (i) 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.
- (ii) 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.
- (iii) The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

4.25 APPEALS:

Subject to section 40, of Rajasthan Transparency in Public procurement Act 2012, 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 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 on which he feel aggrieved in the Form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Rules -2013 with prescribed fees.

Section-V
SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1 APPLICABILITY:

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

5.2 BRIEF DESCRIPTION OF PLACE & WORK:

The company (RSMML) is operating various mines in Rajasthan & keen to get services/hiring of one number crawler mounted backhoe hydraulic excavator of minimum 6.0-6.5 cubic meter capacity on hourly basis with their operations, repairing maintenance etc. at Jhamarkotra mines, Udaipur. The backhoe hydraulic excavator is required in order to carry out mines development and production at Jhamarkotra Rock Phosphate Mines which is about 25 km southern site from Udaipur.

5.3 PREQUALIFICATION CRITERIA:

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

- i) The turnover of the tenderer should be at least **Rs.200.00 Lacs** during any one of immediate three preceding financial years i.e. 2012-2013, 2013-14 & 2014-15 in its own name.

The Tenderer should submit duly attested copy of Audited Balance Sheet, CA certificate & Profit & Loss account in support of turnover.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/ e-Mail shall not be accepted.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The Company may reject any tender based upon the past performance record of the tenderer.

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

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

5.4 CRITERIA FOR DECIDING LOWEST BIDDER:

Price bid of Techno-commercial qualified bidder shall only be opened. The lowest quoted rate offered in **Performa of price bid in Form-8/BOQ** (in online format) shall only be the criteria for deciding lowest tenderer.

Lowest rate per hour for item at Sl. no 1 of price bid i.e. Rates per working hours up to 2500 hrs would be considered to ascertain the lowest bid (L-1)

The rate quoted for item at serial no. 2 of price bid i.e. rates per working hours for above 2500 hrs will not be taken into consideration for determination of L-1 bidder. However, company may require the L -1 tenderer to match /rationalize the L-1 price offered by the other tenderer.

5.5 NEGOTIATION:

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

5.6 DEPLOYMENT OF BACKHOE HYDRAULIC EXCAVATOR FOR WORK EXECUTION:

On award of work, within 30(thirty) days from the date of issuance of LOA/DLOA, service provider shall deploy one no. backhoe hydraulic excavator along with operation & maintenance crew for regular production at mines & as intimated by the Engineer-In-Charge.

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

- (i) The Following details are required to be furnished by the successful tenderer to the Engineer-In-Charge/ Officer-in-charge at the time of commencement of work at mines:
 - a) Attested copy of Letter of Acceptance/Detailed letter of acceptance (LOA/DLOA) for the work.
 - b) Details of ownership of hydraulic excavator along with documentary proof.
 - c) Details of the equipment and personnel who will be engaged for execution of the work.
- d) Valid insurance policy as mention elsewhere in the tender document for entire period of contract.

5.8 REPORTS:

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

5.9 SCOPE OF WORK:

- (i) Scope of work under this contract to be carried out by the service provider shall include but not limited to the followings:
 - a) To provide one number crawler mounted backhoe hydraulic excavator (of model by 2013 & onwards) having bucket capacity not less than 6.0-6.5 cum suitable for material of bulk density of more than 2.0 MT/M3 & capable of loading of BEML Haulpack rear dump truck of 85 MT pay load capacity, at Jhamarkotra Rock Phosphate Mines.
 - b) Operation, maintenance and repair of the backhoe hydraulic excavator shall be done by the Service Provider at his own cost. RSMML will not provide any kind of spares, assy. /sub-assy., lubricants, diesel, tools & tackles etc required for operation & maintenance for the excavator.
 - c) To manage all ancillary & other related work require for smooth operation of the equipment as required by the company.
 - d) Service provider will develop & maintain the workshop & required storage facilities at site at their own.
 - e) To provide boarding, lodging and other infrastructure facility to their staff required for operation & maintenance.
 - f) To make all arrangement for transportation & other jobs required to carry out the work as per tender requirement.
 - g) Service provider shall be responsible for safety, security, watch & ward of their equipment & its related spare parts / lubricant & fuel etc.
 - h) Service provider has to operate hydraulic excavator by deployment of his own operators. Normally the mines shall be operated in three shifts per day viz first shift from 6 AM to 2 PM, second shift from 2 PM to 10 PM and third shift from 10 PM to 6 AM. There will be one weekly day of rest. Presently it is on Monday. However in case of requirement operation on weekly day of rest shall be ensured by the contractor.
 - i) The service provider shall make available hydraulic excavator for **minimum 480 working hours per month** during shift timings (**considering 80.00% availably** as defined in the tender document) including the shift changing time. Irrespective of increase/ decrease in working hours as per requirement of Company in any month minimum guaranteed available hours for a year (12 months) shall be 5760 hours.
 - j) **In case excavator is utilized by the company for less than 2400 hrs in a year**, the company shall pay remuneration for **minimum guaranteed working hours i.e. 2400 hours per year** at the end of first year, subject to making available hydraulic excavator for minimum 5760 hours in a year.
 - j) The backhoe hydraulic excavator shall be operated under the direction of Engineer-In-Charge at mines & under supervision of respective Shift-In-Charges. Excavator shall remain parked in our mine area when not in use.
 - k) If any damage is occurred to the hydraulic excavator resulting into stoppage of operation such period will be treated as down time.
 - l) RSMML reserves the right to increase one more number of backhoe hydraulic excavator on same rate, terms and conditions if required. In such case the minimum guaranteed hours

for effected hydraulic excavator will also be revised in proportion to the period of hydraulic excavator used by RSMML.

5.10 FACILITIES TO BE PROVIDED BY RSMML:

- (i) The Company shall provide the following facilities to service provider as follows;
 - a) Electricity at single point, however service provider will inform the electric load requirement.
 - b) Unfurnished quarters at RSMML Baghdara colony for employees of service provider on chargeable basis as per the norm of RSMML for residential purpose, if available.
 - c) Intercom/local telephone facilities at mines site, if available.
 - d) Potable water.
 - d) First aid facilities as available for employees of service provider on free of charge basis at mines dispensary for immediate medical assistance & can arrange transportation upon a hospital at Udaipur in case of any emergency. However the overall responsibilities of subsequent treatment & care of their employees will be of service provider.

5.11 CONTRACT PERIOD:

- (i) The period of the work agreement shall be for three years (36 months) from the date of issue of LOA/DLOA. The service provider shall have to execute the work to the entire satisfaction of the company in conformity with all the terms and conditions of the tender document and agreement and instruction/s of the Company given to the Service Provider time to time.
- (ii) The tenderer shall provide, deploy and commence excavation work by backhoe hydraulic excavator within 30 days from the date of issue of letter of acceptance. The tenderer shall execute the contract agreement and furnish security deposit within mobilization period of 30 days from the date of issue of LOA/ DLOA.

5.12 AVAILABILITY OF EQUIPMENT:

- (i) Availability of equipment throughout the contract period shall be not less than 80%. The availability will be calculated on monthly basis as per following formula:

$$\%age\ availability = (B / A) \times 100$$

Where A: Production shift hours: 24 hours on actual working days basis every months which excludes weekly off and other holidays.

$$B: \text{Available hours} = \text{Production shift hours} - \text{Down time}$$

$$\text{Down time} = \text{Breakdown hours} + \text{Maintenance hours}$$

- (ii) Down time shall mean all hours of work lost due to mechanical, electrical or other failure include;
 - a) Routine servicing and maintenance,
 - b) Changing oils, grease, oil, air filters & lubrication,
 - c) Changing identified consumables or wear parts,
 - d) Planned preventive maintenance programme,
 - e) All hours lost due to failures as determined to be guarantee failures,
 - f) Down time arising due to damage occurred to the equipment/component during the operation, maintenance or due to improper operation/maintenance &
 - g) Down time arising due to use of non-genuine spares/ non-prudent engineering practice.
 - h) Non availability & / or inability of operator.

5.13 **COMPENSATION:** In event of failure to deploy back hoe excavator as required by the company for operation within 30 days of the mobilisation period, then service provider shall be liable to pay an agreed compensation **@ 0.5% of remuneration for 200 hours hiring charges per day** till deployment of excavator of requisite requirement is made..

- (ii) If the hydraulic excavator falls breakdown during the working hours and not resumed to work within three days, then the service provider shall make alternate arrangement by deployment of another hydraulic excavator immediately, failing which service provider shall be liable to pay predetermined compensation **@ 1.0% of remuneration for 200 hours hiring charges per day** from 4th day of breakdown of excavator and **minimum guaranteed payable hours** shall be reduced proportionately.
- (iii) In event of unsatisfactory work execution and/or non execution of work and /or break down of hydraulic excavators beyond a period of seven days, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the service provider over and above the recovery of compensation as mentioned above. In such event, the company shall be entitled to recover from the service provider the full difference of cost of making such alternative arrangements and/or forfeit the whole or such amount of the security deposit as it may consider fit, besides initiating any other action against the service provider as it may decide.
- (iv) The compensation so paid/and/or adjusted by the company, shall not relieve the service provider from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

5.14 RIGHT TO REVIEW PERFORMANCE:

- (i) The company reserves the right to review and assess the performance of the work at any time during the agreed work period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the agreement, the company in its absolute rights and discretion may take appropriate action including termination of the agreement.
- (iii) The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the service provider from the security deposit or any sum due to the service provider 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 service provider, in case, the service provider fails to perform the work continuously for more than 7 days.

5.15 INSURANCE:

Insurance of the hydraulic excavator will be the service provider's responsibility. The Service Provider is required to take comprehensive or any other better insurance policy at his own cost. The insurance policy is to cover the claims towards injury caused to the persons & property of the company or to any third persons /property/equipment. The service provider shall make available attested copy of valid insurance policy to the Engineer-In Charge.

5.16 PRICE VARIATION (ESCALATION/DE-ESCALATION):

- (i) The rates quoted by the service provider and finally accepted by the company shall remain firm & fix for the period of this agreement. Any escalation/de-escalation due to variation in diesel price during the working agreement period shall be reimbursed /recovered from the service provider. The formula for diesel escalation /de-escalation is as under;
- (ii) Consumption of diesel: As per norms of OEM and accepted by the company.
Diesel escalation/de-escalation per hour = (Base diesel price – Changed diesel price) x Diesel consumption as per norms submitted by bidder and accepted by Company.
- (iii) The **prevailing price of diesel** (HSD) of IOCL ex-Udaipur i.e. **Rs.49.04 per liter (as on dated 19.10.2015)** shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed.
- (iv) No other escalation on any other ground shall be payable to the contactor.

- 5.17 TERMS OF PAYMENT:**Service provider shall raise bills on monthly basis for total hour worked by excavator in a month & as per reading recorded in hourly meter of excavator to receive its remuneration to Engineer–In–Charge for further verification after duly verified by the authorized representative of service provider and Shift -In-Charge as per the terms & conditions of the contract. For billing purpose, admissible working hours shall be ascertained based on log book maintained by the service provider at Mines and verified by respective Shift -In-Charges of RSMML
- (ii) The bills shall be enclosed along with the copy of wage payment sheet of the previous months to the employees actually employed by the service provider at the mines.
 - (iii) Service Provider shall submit documentary evidence of the PF amount deducted from the monthly salary of their employees actually employed at mines for execution of this

contract & submission of this amount along with service provider's contribution to the PF commissioner , for the previous month

- (iv) Service Provider shall also enclose diesel variation certificate in case of variation in diesel price from the concerned diesel pump from nearby mines area along with monthly running bill/s for the purpose of escalation/de-escalation effect on remuneration payable.
- (v) The Engineer –In-Charge shall verify the actual working hour of excavator run during the month & admissible amount of the bill (after making necessary deductions, adjustment /s if any & other statutory deductions) on or before the expiry of 15 days from the presentation of the bill at his end.
- (vi) Company will pay remuneration on the basis of actual working hours in respect to month or on the basis of minimum guaranteed working hours whichever is higher subjected to 480 hours availability (80% availability of equipment) of equipment for operation in a month. In case excavator operates more than 200 hours in a month, then remuneration for extra hours beyond 200 hours/month shall be made by the company at the rate per hour as offered by the service provider and accepted by RSMML.
- (vii) The Company shall make payment due to the service provider by Crossed Account Payee Cheque or through RTGS. In no case will the Company be responsible, if the Cheque is misplaced or misappropriated by unauthorized person/s.
- (viii) Service provider is required to make payment of monthly salary to their employees /operators through bank only. The bank account of each employee /operator should be informed to the EIC time to time.

5.18 DETERMINATION OF VARIOUS PARAMETERS:

For the purpose of this work agreement the determination of various parameters, viz. working hours hydraulic shovel, time schedule for operations of hydraulic shovel, condition of hydraulic shovel, required skills of operator/s and any other parameter whose determination is required in terms of work agreement etc., as done by the company or its authorized representatives shall be taken & treated as final and shall be binding on the service provider.

5.19 WITHHOLDING PAYMENTS TO SERVICE PROVIDER AND COMPANY'S LIEN ON MONEYS DUE TO THE SERVICE PROVIDER:

- (i) Progressive payments at any time may be withheld or reduced if, in the opinion of the Company the service provider is not diligently and efficiently endeavoring to comply with the terms of the work agreement, if the service provider fails to provide hydraulic excavator for mining operation, for material and other bills as they become due, the Company shall in no way be responsible for such withholding of payments.
- (ii) The Company shall have lien on all amounts that may become due and payable to the service provider under this or any other work agreement or transaction of any nature whatsoever between the Company and the service provider and the security deposit, bank guarantee etc furnished by him under the work agreement for or in respect of any debit or sum that may become due and payable to the Company by the service provider either alone or jointly with any other or others either under this or any other work agreement or transaction of any nature whatsoever between the Company and the service provider, unless the service provider pays and clears the claim in full immediately on demand in cash to the Company.

5.20 CLOSING OF THE WORK AGREEMENT

- I. On completion of the work, the service provider shall submit his/its last monthly bill as final bill. The last & final bill to be submitted along with following documents and any other document/information etc. as required by the Engineer-in-Charge for verification;
 - a) Month-wise details of work executed by the service provider,
 - b) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the service provider,
 - a) No claim certificate by the service provider, 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 work agreement&
 - b) Indemnification Bond of appropriate value under Indian Stamp act on Non Judicial stamp paper.
- (ii) On receipt of last & final bill, the Company shall verify the same, determining the total value of the work done under the work agreement and after deducing 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 work agreement or otherwise, make over to the work agreement as his final payment subject to the service provider furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

UNDERTAKING

I/We have carefully gone through & fully understood all above 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 OF SUBMISSION OF TENDER****DATE: 00.00.2015****FROM**

To:The Group General Manager (Cont.),
Rajasthan State Mines & Minerals Ltd.,
Corporate Office -4, Meera Marg,
Udaipur - 313 001(Rajasthan)

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the work requirement. I/We agree to complete the work as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money of Rs. _____ (as per NIT) (Rupees -----) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
D.D. /Pay Order No &Date Name and Address of Bank Amount
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof for required information of the equipment.
7. In the event of acceptance of my/our offer I/we agree to deploy required number & type of backhoe hydraulic excavator of model mentioned in the scope of work with operation, repairing, maintenance etc., for the work within 30 (Thirty) days from the date of issuance of Detailed Letter of Acceptance (DLOA). In this respect, an undertaking on non-judicial stamp along with supportive document is enclosed.
8. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/ service provider shall be acceptable and binding on me/us.

Date:-**Signature of tenderer(s) with the seal****Witness:****Name in Block Letters:****Full Address:**

(On the letter head of the tenderer)

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

Ref: Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer: _____

The Check List should be submitted' alongwith 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	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	
4.0	Power of Attorney in favour of the authorized representative signing the tender.	
5.0	One complete tender document as issued by Company duly filled in, signed and stamped on each page by the tenderer/authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender. In case tender document is downloaded from website, tender fee is to be deposited with the Techno commercial offer in form of DD.	
6.0	Turn over with Attested copy of the Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over; 2012-13 2013-14 2014-15	
7.0	Earnest Money Deposit in the manner specified in NIT.	
8.0	PAN Number.	
9.0	Service Tax Registration Number	
10.0	MSMED (Micro, small and medium enterprises development) Act registration number if registered. Alternatively provide a declaration that this act is not applicable to the tenderer.	
11.0	Undertaking on non-judicial stamp paper that required number & type of Crawler mounted Back Hoe Hydraulic Excavator of model 2013-14 and later on with operation, maintenance etc. as mentioned in tender document shall be provided for work within 30days from the date of issue of LOA/ DLOA.	

12.0	Undertaking that “no condition is mentioned in Part II 'Price Bid', that the price quoted in Part II 'Price Bid' of the tender will be firmed. Even if any condition/s, other than like discounts are mentioned those would be ignored, at the risk & cost of the tenderer. We have not enclosed any additional conditions 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”.	
13.0	“Information regarding hydraulic excavators, which tenderer proposes to use for this work and readily available” in Form 4.	
14.0	“.Exceptions & Deviations Statement”, if any to be submitted by the tenderer in Form 6.	
15.0	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.	
16.0	A declaration that they have not been banned /suspended or de-listed by RSMML.	
17.0	Any other information, please specify.	
18.0	Diesel consumption norms as per OEM (along with supporting document verified by OEM).	

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 himself 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 upload 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 gazette officer or Notary public

(Authorized Signatory)

Name of the Tenderer: -----

Designation/ Relationship of the Authorised Signatory with the tenderer

Date: -----

Place: -----

(On the letter head of the tenderer)

DETAILS OF PRESENT COMMITMENT

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer:

S. No.	Name of organization for whom working	Name of work & order no. with date	Hydraulic excavator engaged with the work	Period From-To	Value of work	Remarks

Certified that the above information is correct

Signature of tenderer(s) with the seal

(On the letter head of the tenderer)

INFORMATION REGARDING BACKHOE HYDRAULIC EXCAVATOR WHICH TENDERER PROPOSES TO PROVIDE FOR THIS WORK & READILY AVAILABLE

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer

S N o	Registration number of hydraulic excavator / invoice no. , engine, chassis no.	Name of manufacturer	Year of manufacture (Model)	Total hrs run up to date	Approx. date when it will be deployed at site	Condition of equipment

Note:

- i) Complete information shall be submitted & if required additional sheets may be attached. The tenderer may submit the ownership details/documentary evidence of owning the equipment mentioned above.
- ii) Tenderer will submit an undertaking that the proposed hydraulic excavator as the case may be mentioned in Form of tender document will be deployed exclusively for the tendered work.

Certified that the above information is correct

Signature of tenderer(s) with the seal

(On the letterhead of the tenderer)

TURNOVER

TURN OVER FOR IMMEDIATE LAST THREE FINANCIAL YEARS

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

NAME OF TENDERER:

Financial Year	2012-13	2013-14	2014-15
Turn over (in Lacs Rs.)			

Signature of tenderer/ (s) with the seal

(On the letter head of the tenderer)

EXCEPTIONS AND DEVIATIONS

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer:

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

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

Signature of tenderer(s) with the seal

(On the letter head of the tenderer)

PROPOSED SITE ORGANIZATION

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer

The tenderer is to indicate herewith proposed site organization it proposes to set up for execution of the work. It is understood that this will be augment from time to time depending on the requirements for timely execution of work, as directed by Engineer-In-Charge.

Bio-Data of Site –In Charge & key personnel may also be provided.

Signature of tenderer(s) with the seal

PRICE BID

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

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer:.....

S.No	Brief Description of work	Working hours per year	Rate in Rs./hour (in word & figure)
A	Hiring of crawler mounted backhoe hydraulic excavators of minimum 6.0-6.5 cu-m rated bucket capacity on hourly basis with operation, maintenance etc. at Jhamarkotra Mines in District Udaipur.	Upto 2500 Hrs.	Rs...../hour
B	Hiring of crawler mounted backhoe hydraulic excavators of minimum 6.0-6.5 cu-m rated bucket capacity on hourly basis with operation, maintenance etc. at Jhamarkotra Mines in District Udaipur.	Above 2500 hours	Rs...../hour

Note:

- While quoting the rates, minimum wages should be considered as per the Minimum Wage Act & notification of Central Labour Commissioner.
- Rate quotes by the service provider shall be inclusive of employer's contribution towards PF, administrative overheads, profit, all taxes; duties & levies etc including service tax@ 14.00%.
- In case excavator is utilized by the company for less than 200 hrs in a month, the company shall pay remuneration for minimum guaranteed working hours i.e. 200 hours per month only if the availability of equipment is provided 80% & more (i.e. 480 available hours/month & more).
- In case excavator is utilized for more than 200 hrs in a month, the company shall pay remuneration on actual working hours.
- The retail price of HSD of IOCL at Udaipur i. e. Rs.49.04 (as on dated 17.10.2015) per liter is considered as base price for quoting the above rates.
- All incidental or contingent work required for performance of the work as above, shall be done by the service provider at its cost & expenses & would not qualify for any extra payment.

Dated: _____ **Place:** _____
the seal

Signature of tenderer(s) with

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU bank (Except SBI)/ ICICI/ HDFC/Axis Bank having its Branch office at Udaipur on appropriate value of non-judicial stamp paper)

B.G _____ Dated _____

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

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the service provider) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of the service provider and agreement dated _____ entered into between RSMML and M/s. _____ (service provider), 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 service provider to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

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 service provider 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.

We, _____ (bank) do hereby undertake without any reference to the service provider or any other person and irrespective of the fact whether any dispute is pending between the Company and the service provider 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 service provider of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said service provider'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. _____.

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 service provider 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.

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 service provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the service provider 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 service provider. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Jhamakotra or any of the Directors shall deemed to be sufficient demand under this guarantee.

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 service provider 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 service provider 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 service provider or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said service provider 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.

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 service provider or ourselves or liquidation or winding up or dissolution or insolvency of the service provider 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.

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 service provider and this guarantee shall be in addition to any such guarantees.

We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney, date _____ granted to him by the bank.

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 ____ 2015.

DECLARATION BY THE SERVICE PROVIDER

- 1) I/we do hereby confirm and declare that we have independently inspected mines & area proposed for mining operations, ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 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) Required number & type / model of hydraulic excavator as mentioned in the tender document shall be arranged by me and deployed for work within 30 days from the date of issue of LOA/DLOA.
- 5) I/We do hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

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

Place: -----

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

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

Signature of Tenderer(s) with Seal

Date:

Place:

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

AFFIDAVIT IN SUPPORT OF PF

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer:

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

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

(Authorized Signatory)

Verification

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

Deponent

(Authorized Signatory)

UNDERTAKING**(To be type on Non judicial stamp paper worth Rs10/-)**

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/15-16, Dated 14.10.2015

Name of Tenderer

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

- i. I/We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work;
- ii. I/We hereby have undertaken that such litigation will not restrict me/us in smooth execution of tendered work.
- iii. I/we have not been banned/suspended/de-listed by RSMML.
- iv. I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- v. 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.
- vi. That we are registered under MSMED Act & Registration Number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- vii. 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.
- viii. I/we Undertake oath and state that the work shall be commenced by deploying required equipments & man-power within 30 days from the date of issue of DLOA in case of award of work.
- ix. I/We do hereby declare that I/ We have fully read understood the provision of Rajasthan Transparency in public procurement Rules 2013 & all terms & conditions mentioned therein are acceptable to we/us. .

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

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 or for personal gain;
- 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 of 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.

A bidder may be considered to be in Conflict of Interest with one or more parties in 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 participate 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 subcontract or 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

In relation to my/our bid submitted to.....for procurement ofin response to their Notice Inviting Bid No..... DatedI/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 Central Government or the State Government or any local authority as specified in the bidding documents.
3. I/we are not be 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 must not be 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 offense 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 conflict of interest as may be specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

GRIEVANACE REDRESSAL DURING PROCUREMENT PROCESS

FIRST APPELLATE AUTHORITY

Mines, Department,
Government of Rajasthan
Jaipur

SECOND APPELLATE AUTHORITY

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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

2 The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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 procurement;
- 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.

FORM NO.1
(See rule 83)

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. **Correctness 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 & the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail & the total price shall be corrected, unless in the opinion of the procuring entity there is in obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern & the unit price shall be corrected.
- ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals prevail & the total shall be corrected &
- iii) if there is a discrepancy between the words & 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 figure shall prevail subject to (i) & (ii).

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified & its bids security shall be forfeited or its bid security 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 %, 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 price or other terms & conditions of the bid & the conditions of the 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 the contract.
- iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates & conditions of the original order. However, the additional quantity shall not more than 25 % of the value of goods of the original contract & 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 & the extra cost incurred shall be recovered from the supplier.

3. **Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods)**

As general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large & it may not be in the capacity of bidder, whose bid is accepted to deliver the entire quantities or when it is considered that the subject matter of procurement to be procured is of critical & vital nature, in such case, the quantity may be divided between the bidder, whose bid is accepted & the second lowest bidder or even more bidder in that order, in a fair, transparent & equitable manner at the rates of the bidder, whose bid is accepted.