



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

**FOR
E-tendering for**

Operation and maintenance of 10.0 MT capacity BMD truck suitable for mixing Ammonium Nitrate with diesel and delivering resultant ANFO Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont- 16 /14-15/ Dated 12.09.2014

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

Cost of non transferable tender document(including tax) :Rs.4560/-

Processing fees:Rs.1000/-

Date of downloading of tender : From 15.09.2014 to 13.10.2014 upto 1.00 PM

Last date of receipt of online tender:13.10.2014 up to 3.00 pm

Date of opening of techno-commercial part: 14.10.2014 at 4:00 pm

Registered Office:

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

Corporate Office:

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Ref. no :-RSM/CO/ GGM(Cont)/Cont-16/14-15

Dated: 12.09.2014

Detailed Notice Inviting Tender for e-tender

Tenders are invited for following work at our Corporate Office, Udaipur from reputed contractors through www.eproc.rajasthan.gov.in :-

| Brief Description | Annual Qty. in MT (approx) | Contract Period | Bid security/ EMD |
|--|--|-----------------|-------------------|
| Operation and maintenance of 10.0 MT capacity BMD truck suitable for mixing Ammonium Nitrate with diesel and delivering resultant ANFO Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan) | 1200 MT | Three Years | Rs. 1.60 lac |
| Cost of tender document is Rs 4560/- (inclusive of VAT), payable by cash/D.D. in favour of "RSM Ltd, Udaipur" | | | |
| Processing Fee Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur | | | |
| Period & place of sale of documents: from Corporate Office, Udaipur or download from our website | From 15.09.2014 to 13.10.2014 up to 1.00 pm, In case downloaded from website, tender fee to be deposited with the Techno -Commercial offer | | |
| Last Date & Time of Submission of offer | Dated 13.10.2014 up to 3.00 pm at C. O. Udaipur | | |
| Date of opening of Techno Commercial offer | Dated 14.10.2014 at 4:00 pm at C. O. Udaipur | | |

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

- Tenderer should have **experience of similar works** i.e. experience of safe handlings/ manufacturing of explosive.
- The Tenderer should have **minimum turnover of Rs. 40.00 Lacs** in any one of the immediate preceding four financial years i.e., 2010-11, 2011-12, 2012-13 and 2013-14 in tenderer name.

The Tenderer should upload duly CA certified/audited and attested copy of balance sheets in support of turn-over & attested copies of work order, completion certificate in support of experience of safe handling/ valid certificate from competent authority for manufacturing explosive.

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

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

The uploaded bid document shall be considered valid for participation in the bid process subject to

submission of required cost of tender document, e-tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.

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

The financial 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 tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions, shall not be eligible to participate in this tender.

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 any other mode other than prescribes shall not be accepted.

All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading, and signed digitally by the designated authorized representative of the bidder.

General Manager (Contracts)

Note: Tenderers are advised to keep visiting our website until due /extended due date of tender for corrigendum/ addendum, if any, to the tender.

SECTION-2

DEFINITIONS & INTERPRETATIONS

DEFINITIONS:

- 2.00 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 2.01 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** shall mean Rajasthan State Mines & Minerals Limited,” having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.02 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2.03 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.04 **“Group General Manager (Contract)”** shall mean the Group General Manager (contract) of Rajasthan State Mines & Mineral Limited or his successor in the office so designated by the company.
- 2.05. **“Head of SBU &PC –Rock phosphate”** shall mean Group General Manager for the SBU &PC – Rock phosphate of RSMML or his successor in the office so designated by the Company
- 2.06 **“Agent”** shall mean the Agent of Rock phosphate mine to notify by the company in this behalf.
- 2.07 **“Engineer-In-Charge” or “Officer In charge” or “Authorized Officer”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU &PC-Rock phosphate.
- 2.08 **“Engineer’s Representative”** shall mean any manager or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 2.09 **“Mine Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Rock phosphate Mine of Rajasthan State Mines & Minerals Ltd.
- 2.10 **"Approved"** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.11 **"Attested"** shall mean attestation of the photocopy of documents by the First class Magistrate /Gazette Officer/Notary Public.
- 2.12 **"Clause"** shall mean the clause & sub-clause of this document &/or agreement etc.

- 2.13 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.14 **“Contract”** shall mean the agreement between the company and the contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of intent / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.15 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract
- 2.16 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.17 **“Tenderer” or “Bidder”** shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the “invitation for tender bid” & shall include his/it’s their legal representative, administrators, successors and executors.
- 2.18 **“Contractor”/“Successful Tenderer”/“Successful Bidder”** shall mean “Tenderer/Bidder” who have either participated in the tender/enquiry of RSMM or “Contractor” to whom order/Contract have been awarded by RSMML. “Contractor” / “Successful Tenderer”/ “Successful Bidder” includes a Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.19 **“Letter of Acceptance”** shall mean intimation by a letter/ telegram/fax/e-mail to successful bidder /tenderer his/ its offer has been accepted, in accordance with the provision contained in the letter/fax.
- 2.20 **“Commencement of Work”** shall be reckoned from the date of issue of letter of acceptance /DLOA whichever is earlier including the stipulated mobilization period.
- 2.21 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.22 **“Tendered Rates”** shall mean rate entered in figures and words in schedule/s by the Contractor for execution/ performance of all contractual obligations as per terms of the contract.
- 2.23 **“Contract Rate” or Schedule Rate” or “Tendered Rates” or Rate of Remuneration”** shall means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations .
- 2.24 **“Contract Period”** shall mean the period agreed & allowed for execution of the contract & settlement thereof. It shall also include the extension period if any.

- 2.25 **“Notice in Writing or Written Notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered / Head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.26 **“Alternation/Variation Order”** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.27 **“Financial Year”** means a period of twelve months commencing from 1st April of a calendar & up to 31st March of succeeding calendar year.
- 2.28 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2.29 **“Statutory obligations”** would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.30 **“Specified /designed location/place”** shall mean allocated area for specific purpose by the company time to time.
- 2.31 **“Final Certification relation to the work”** shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the Head of SBU &PC- RP.
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INTERPRETATIONS:

- 2.33 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.
- 2.34 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the head of phosphate division of the company whose interpretation/s, decision in writing shall be conclusive, final, and binding on the contractor.
- 2.35 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.

- 2.36 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.
- 2.37 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.
- 2.38 Tender for conversation with any officer or employee of the company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.39 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.
- 2.40 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 -3

INSTRUCTIONS TO THE TENDERER

3.1 INSTRUCTION TO THE TENDERER & GENERAL CONDITIONS

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

contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to satisfy him to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works. The Unit in-charge of Jhamarkotra Rock Phosphate Mines, of the company at Jhamarkotra may be contacted to familiarize with the work including visit to work site. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of work. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

3.2 TENDER PROCEDURE

- (a) E-tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- (b) The prospective bidders should register themselves in the e-tender portal and submit the bids electronically through the e-tender portal.
- (c) The bidders are requested to download the e-tender help manual and user manuals from the Portal for reference.
- (d) It is mandatory for the bidders to possess a valid Digital Signature Certificate to complete the e-tender Bid process as per the provisions of Government of India I.T. Act.
- (e) The technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-tender system and download the bid forms.
- (f) The bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-tender system.
- (g) The bid form should not be changed or altered or tampered by the bidder. If the bid form found tampered, the bids will be summarily rejected.

3.3 TENDER DOCUMENT FEE

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

3.4 E-TENDERING PROCESSING CHARGES

- (a) For each and every bid submitted, a non-refundable processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD 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 and time of submission of the tender.
- (b) The payment particulars should be entered in the e-tender portal by the bidder while bidding.
- (c) If any of the information committed in the e-tender bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- (d) Even though the payment particulars are entered in the e-tender portal, if the bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

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

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

3.8 ADDENDA/CORRIGENDA

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

- (b) 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/uploaded along with the bid.

3.09 CURRENCIES OF THE BID AND PAYMENT

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

3.10 SUBMISSION OF TENDERS

- (a) The tenders shall be submitted online as prescribed above in the tender document. The “*Techno – commercial Bid*” should contain the following:
- i) Details Earnest Money Deposit,
 - ii) Power of Attorney in favour of the authorised representative signing the tender, as required,
 - iii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be,
 - iv) Copy of PAN Number,
 - v) Copy of Service Tax Registration Number,
 - vi) Attested copy of certificate of experience of similar nature work as per Pre-qualification criteria of tender.
 - vii) Attested copy of the Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over,
 - viii) “Exceptions & Deviations statement” to be submitted by the tenderer in form 4 of tender.
 - ix) Provident Fund Account Number of establishment and its effective date/ undertaking as per enclosed format as Annexure-B,
 - x) Declaration by the tenderer as per Annexure-C of tender document,
 - xi) The tenderer should not put any counter condition. Should it become unavoidable then such exception / deviation to tender conditions be given in a separate sheet, as provided in the tender document&
 - xii) Undertaking as per annexure-A & G of tender document.
 - xiii) Duly filled forms 1,2,3 & annexure E of tender document.
- (b) Tenderer must uploaded the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The 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.

3.11 PART-II Price Bid' (BOQ)

(a) The 'Price Bid' shall be submitted online in the prescribed format only. The tenderer is to quote the rate for tendered work in the prescribed price format in BOQ as provided in the tender document at www.eproc.rajasthan.gov.in otherwise their price bid may not be considered for award of the contract inspite of opening of the price bid or lowest offered rate

(b) The rates are to be quoted in Rupees as per the price format.

(c) The tenderer shall quote the Minimum remuneration acceptable to them for Per Metric Tonne of Explosive Loaded into the holes (as per the scope of work) inclusive of all taxes. 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.

(d) Rate should be quoted taking into consideration, all Costs, Expenses, Levies & Taxes (except Service Tax), Fee, Salary, Wages, PF contribution, Fuel, Electricity, maintenance and repairs etc. No extra payment on any ground whatsoever shall be considered and/or is admissible.

(e) The rates once accepted by the company shall remain firm, fixed and binding during the entire contract period and extended contract period, if any. No revision will be allowed or be considered on any ground whatsoever, except that provided under Price Variation clause.

3.12 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 deadline, will then be subjected to the new deadline.

3.13 LATE BIDS/DELAYED BIDS

The company will accept no bid after the deadline prescribed in NIT due to any reason whatsoever.

3.14 OPENING OF THE TENDER

- (a) The techno-commercial bid of the offer will be opened as per NIT.
- (b) 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.

3.15 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. Bids containing stipulations of deviations to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 4. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

3.16 BID SECURITY/ EARNEST MONEY

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

3.17 VALIDITY

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

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

3.18 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- (a) Prior to the detailed evaluation of bids, the company will determine whether each bid:
 - i) Meets the eligibility criteria,
 - ii) Has been properly signed,
 - iii) Is accompanied by the required securities and
 - iv) Is substantially responsive to the requirements of the Bidding documents.

- (b) A substantially responsive bid is one, which confirms to all the terms, conditions, and specification of the bidding documents without material deviation or reservations. A material deviation or reservation is one:
 - i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; and/or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids.

3.19 EVALUATION OF TECHNO-COMMERCIAL BID

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

3.20 NEGOTIATIONS

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

3.21 CORRECTION OF ERRORS

- (a) 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:
 - (i) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
 - (ii) 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

- (iii) Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- (b) The amount stated in the bid will be adjusted by the company in accordance with the above procedure for the correction of errors if any and, shall be considered as binding upon the bidder.

3.22 PROCESS TO BE CONFIDENTIAL

- (a) 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.
- (b) The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to be rejected and also to debar him from participating in RSMML tenders.

3.23 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

3.24 SIGNING OF THE CONTRACT AGREEMENT

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

3.25 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

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

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

3.26 RIGHTS OF COMPANY

- (a) The Company reserves the right –
 - i) To reject any or all the tenders, in part or full, without assigning any reason thereto,
 - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender,
 - iii) To further split the work amongst more than one contractor,
 - iv) To increase / decrease the quantity and period of contract without any additional obligation on it,
 - v) Not to carry out any part of work &
 - vi) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.

- (b) 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 wilful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit .

Section- 4

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.4 The successful tenderer shall initially furnish a Security Deposit @ 10% of Total Contract value. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract.
- 4.5 The tenderer shall furnish Security Deposit through Demand Draft /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 fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a **Public Sector Bank/ ICICI/Axis/HDFC Bank having its branch at Udaipur on non—judicial stamp paper of 0.1% of BG value or Rs. 200/- whichever is higher**. No amendment in this format shall be acceptable to the company. **The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months**. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.6 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the company arising out of this contract, if any, have been fully met by the contractor and the contractor has rendered “No Claim and No Dues Certificate” to the company.
- 4.7 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the company, should the contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the company. In case of premature termination of the contract, the Security Deposit will be forfeited and the company will be at liberty to recover the loss suffered by it from the contractor.
- 4.8 The company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.9 All compensation or other sums of money payable by the contractor to the company or recoveries to be made under the terms of this contract may be deducted from any sums

which may be due to the contractor from the company on any account and in the event of the such amount being insufficient the contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- 4.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The contractor shall pay to the company on demand any balance remaining due.
- 4.11 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.12 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The company may recover the same by way of additional deductions from bills.
- 4.13 No interest is payable on S.D. amount.
- 4.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

PROVIDENT FUND

- 4.15 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.16 The contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.17 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act ,1970 may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure) for this purpose will be required to be furnished on a stamp paper of appropriate value with the techno-commercial (Part -I) of the offer.
- 4.18 However, each running account / final bill must be submitted alongwith the name of the employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the employees and employer's contribution, amount deposited in RPFC Office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for running account bill submitted by the contractor to the Officer-In-Charge.

PATENTS/COPY RIGHT/TRADE MARK

- 4.19 Contractor shall indemnify and keep indemnified the company including its employees and authorized agents/representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses

arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

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

- 4.20 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.21 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 4.22 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.

STATUTORY OBLIGATION

- 4.23 The contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities for execution of the works under the contract. The contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the contractor further agrees to comply and to secure the 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 etc or any other civil or criminal court, tribunals by reason of any violations 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.
- 4.23.1 The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body.
- 4.23.2 The contractor will be required to maintain all conditions mentioned in license for pump truck (BMD) from the Chief Controller of Explosives, Nagpur and DGMS, Udaipur and including further amendments if any.

- 4.23.3 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM, Environment and pollution Control Board etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- 4.23.4 The Contractor in whose favour the tender is awarded shall be required to furnish necessary information under Contract Labour (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the Gen. Manager (P&A), Jhamarkotra Mines before starting the work. The Contractor shall obtain relevant labour license under the above act/s.
- 4.23.5 The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines and/or working thereof during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

TAXES

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

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES

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

IDEMNITY

- 4.26 The contractor shall at all times, indemnify and keep indemnified the company, including its employees, authorized agents and the Engineer-in-Charge or its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the company shall incur any cost or expenses or suffer any loss on account of any claims demand or course of action brought against them and arising out of the operations covered by the contract, the company shall have

the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the company and any cost, expense etc that may be incurred by the company in this behalf, shall also be recoverable from the contractor.

- 4.27 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.28 Contractor shall also keep indemnified the company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

WAIVER AND LIABILITY TO PAY COMPENSATION

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

COMPANY NOT LIABLE TO PAY COMPENSATION

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED

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

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

- 4.33 If at any time after the commencement of the work the company shall for any reason or under instructions of any other statutory authority 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 and instructions which shall involve any curtailment of the work as originally contemplated.

COORDINATION AND INSPECTION OF WORK

- 4.34 The co-ordination and inspection of the day to day work under the contract shall be the responsibility of the Engineer-in-Charge. The instructions regarding any particular job will normally be conveyed by the Engineer-in-Charge or his authorized representative.

DISCREPANCIES BETWEEN INSTRUCTIONS

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

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 4.36 The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the contractor with his/their best skill, attention, and supervision. The contractor shall employ and engage qualified staff to the satisfaction of the Engineer-in-Charge sufficient and 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 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.
- 4.37 Whenever any of the contractor's agents, sub-agents or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

- 4.38 The contractor shall be responsible for the proper conduct and behavior of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible thereof and relive the company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

DAMAGE TO PROPERTY

- 4.39 The contractor including his sub-contractor/s, if any, shall be responsible for making good at his cost to the satisfaction of the company any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to the company or being executed or procured or being procured by the company or of other agencies within the premises of the company, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the contractor and/or his sub-contractor/s, their employees, agents, representative etc.

POWER OF ENTRY

- 4.40 During execution of contract, if in the opinion of Engineer Incharge, it is found that :
- i) Contractor has failed to execute the contract in conformity with contract document or
 - ii) Contractor has substantially suspended work or the works for a continuous period of 5 days without permission from the engineer Incharge , or
 - iii) Contractor has failed to carry on and execute the works to the satisfaction of the engineer Incharge, or
 - iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed. or
 - vi) Contractor has abandoned the works, or
 - vii) Contractor during the continuance of the contract has becomes bankrupt.
- 4.41 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 work by his agents. The company shall then be free to take appropriate action against the contractor as per provisions of contract.

POWER TO ORDER SUSPENSION OF WORK

- 4.42 The company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons, as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the company to so proceed. The decision of the company in the matter shall be final and binding on the contractor. The contractor shall not be entitled for any extra payment in case of such suspension. The contractor without prior knowledge and approval of the company shall not suspend the work of any other part thereof. If the contractor is compelled to suspend the work or any part thereof he should report to the

Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval.

LIENS

- 4.43 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.

CHANGE IN CONSTITUION

- 4.44 The contractor shall obtain prior approval in writing of the company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors. If prior approval is not obtained, the contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same.

IF THE CONTRACTOR DIES

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

COMPLIANCE IN RESPECT OF VARIOUS ACTS

- 4.46 The contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and Rules/Bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made there under including the following will render the contractor liable to payment of necessary compensation/penalty, as deemed fit by the company:
- i) The Contract Labour (Abolition & Regulations) Act 1970
 - ii) The Payment of Wages Act, 1936
 - iii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
 - iv) The Mines Act 1952.
 - v) The payment of Workmen's Compensation Act 1923.
 - vi) The Minimum Wages Act., 1948
 - vii) The Payment of Gratuity Act.
 - viii) Mines Rules 1955
 - ix) Metalliferous Mines Regulations 1961
 - x) Mines & Minerals Regulation & Development Act 1972
 - xi) Fatal Accident Act,

- xii) Motor Vehicles Act,1988,
 - xiii) Industrial Dispute Act,1947,
 - xiv) Standing Orders Act, 1946.
 - xv) Rajasthan Transparency in Public Procurement Act. 2012.
- 4.47 It will be the sole responsibility of the contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the contractor in making statutory payments in time, the company reserves the right to deduct necessary amount from the contractor's bills towards such payments without prejudice to the rights & remedies of the company.
- 4.48 The contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.49 All persons other than his regular employees engaged by the contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction, and non-payment of wages and/or remuneration/compensation by the contractor to them. The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices.
- 4.50 Under the insurance scheme ,the contractor shall be required to get Comprehensive Insurance Plan, Universal Health Insurance Policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the company on this account

COMPENSATION AND LIABILITY

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

LIABILITY FOR ACCIDENT TO PERSONS

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

FORCE MAJEURE

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

NOTICES

4.57 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.

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

- 4.58 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 A.D./Speed Post to the company's Group General Manager at Jhamarkotra Mine, Udaipur and copy to authorized representative at the Jhamarkotra Mine, Udaipur, and
 - (b) In the case of the Engineer Incharge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.59 Notice and communication addressed to the company shall be valid only if duly signed by the contractor or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION

- 4.60 If the contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the company in its option, by written notice to the contractor:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the company may on its part, may take over the work remaining incomplete by the contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - (b) Without determining the contract, to take over the work of the contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the company and/or through any other agency over and above the remuneration payable under the contract.
- 4.61 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the contractor if any opportunity is given to him to do so, the company may, by notice, in writing, call upon the contractor to cure the default within such time as may be specified in the notice.
- 4.62 In the event of the company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the contractor or retained by the company shall be liable to be forfeited, without prejudice to the right of the company to recover from the contractor, the excess cost referred to aforesaid. The company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the contractor as may be deployed/used for the work,
 - (b) The money that may have become due to the contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar

months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the contractor and shall be subject to deduction of all amounts due from the company to the contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the company.

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

APPEALS:

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

DISPUTE, JURISDICTION

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

SECTION-5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.0 APPLICABILITY:

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

PRE-QUALIFICATION CRITERIA.

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

- i) Tenderer should have **experience of similar works** i.e. experience of safe handlings/ manufacturing of explosive.
- ii) The Tenderer should have **minimum turnover of Rs. 40.00 Lacs** in any one of the immediate preceding four financial years i.e., 2010-11, 2011-12, 2012-13 and 2013-14 in tenderer name.

The Tenderer should upload duly CA certified/audited and attested copy of balance sheets in support of turn-over & attested copies of work order, completion certificate in support of experience of safe handling/ valid certificate from competent authority for manufacturing explosive.

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

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

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

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

The financial 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 tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions, shall not be eligible to participate in this tender.

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 any other mode other than prescribes shall not be accepted.

All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading, and signed digitally by the designated authorized representative of the bidder.

5.01 CRITERIA FOR DECIDING LOWEST TENDERER:

The lowest quoted rate offered for total tendered work shall be the criteria for deciding lowest tenderer.

5.04 MAINTENANCE & SUBMISSION OF RECORDS, REPORTS & REGISTERS:

- (a) The contractor shall have to ensure that its supervisory members maintains all records, registers, details etc., as required by the Company and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the Company and/ or its authorized representative at such place & time as may be directed.
- (b) Authorized representative of the company shall have full authority to inspect such records at any time during the contract period.

5.05 SCOPE OF WORK:

(A) Operation of BMD truck:

- (i) Operation of one No. Bulk loading System (BMD) pump truck of 10.0 MT capacity and loading of raw material required for manufacture of ANFO Explosives viz. Ammonium Nitrate and diesel into the BMD, mixing and delivering the resultant ANFO Explosives down the hole as per the requirement given by RSMML. Ammonium Nitrate and Diesel required for the purpose of mixing only (7 Litres per 100 Kg of Ammonium Nitrate) shall be provided by RSMML on free of cost basis.
- (ii) The tenderer should provide adequate no. of trained and technically competent personnel and supervisory staff including a competent driver holding valid driving license for driving the BMD.
- (iii) The contractor shall be responsible to adhere to provisions of all applicable laws, acts & order issued by statutory authorities.
- (iv) The tenderer shall daily clean the auger and other parts so as to keep BMD truck ready for use.
- (v) Tenderer is also required to remove caking and other blockade inside the ANFO bin/bunker.

(B) Maintenance of BMD truck:

- (i) The tenderer shall maintain, repair the vehicle after being taken over from RSMML in good condition and handover the same at the end of contract in similar conditions.
- (ii) The tenderer shall maintain the vehicle in good condition and scheduled periodic maintenance of vehicle at authorised Tata dealer at his own cost, as the BMD vehicle is

- fabricated on TATA chasis. Contractor shall maintain all type of inventory such as fuel, lubricant, hydraulic oil, spares etc required for smooth operation of work on his own cost.
- (iii) In-case of vehicle required to be taken outside than same shall be allowed after written permission only.

5.06 QUANTITY

- 5.06.1 The approximate quantity of mixing and delivering ANFO explosive down the hole through the deployed Bulk Loading System (BMD) is 1200 MT per annum. However this quantity is only indicative and susceptible to variation from time to time as per the requirement so determined by the company as per its absolute discretion. No guarantee regarding overall, monthly, weekly or daily quantum of work can be given. The Contractor shall neither be entitled nor be eligible to raise any claim on account of their plant/vehicles/equipment /manpower being idle on any day or for any period during the contractual period.
- 5.06.2 The Company will provide quarterly targets, which would further be phased out on monthly basis, however, the contractor shall make necessary arrangements for mixing & loading such quantities of ANFO explosive as may be intimated and/or advised to them, from time to time, by the Engineer-in-Charge.

5.07 PERIOD OF CONTRACT

- 5.07.1 The period of contract shall be three year to be reckoned from the date of issue of LOA/DLOA, which includes **30** days for mobilisation and commencement of supply.
- 5.07.2 The time is the essence of contract and no variation in the completion time specified in the contract shall be allowed, unless permitted in writing by the Company.

5.08 PRICE & PRICE VARIATION

- 5.08.1 The Price Bid should be submitted in the prescribed format as per Form-5. The rates quoted by the tenderer shall be on 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation in the rates except as detailed out in tender.

5.09 ASSESSMENT OF QUANTITY FOR PAYMENT & TERMS OF PAYMENT

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

basis within a period of fifteen days after submission of the same by the contractor. The company shall deduct income tax at source at prevailing rates and/or leviable in future from the bills of the contractor. Other taxes shall also be deducted from the running bills applicable from time to time.

5.10 COMPENSATION:

- (i) In case the Contractor fails to mobilise and commence the work within the stipulated mobilisation period i. e. 30 days, the company shall recover a pre determined and agreed compensation @ 0.5% of the annual contract value on fortnightly basis from the contractor. In the event the compensation exceeds 2% of total contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company
- (ii) In addition to above, if the contractor fails to mix & deliver annual contracted quantity of Bulk Site mixed ANFO Explosive down the hole through the deployed Bulk Loading System (BMD), the Contractor shall be liable to pay compensation equivalent 25% percent of the value of remuneration payable, for such short fall quantity under this contract provided that the reasons of such failure are not attributable to RSMML. The Company at its discretion can recover this amount of compensation from the Security Deposit and/or Running Account Bill/s.
- (iii) Besides, failure of the contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency.
- (iv) The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- (v) Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

5.11 INCIDENTAL & CONTINGENT WORKS

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

5.12 RIGHT TO REVIEW PERFORMANCE:

- (a) The Company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.
- (b) The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the

company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days during operation and maintenance of BMD and in other case for 15 days continuous stoppage of work..

5.14 SERVICE TAX:

The quoted rates, shall be exclusive of Service Tax, as applicable for the work. However, The Contractor shall be responsible for depositions of such service tax as applicable to the concerned authorities.RSMML will reimburse the service tax at actual directly applicable to this contract and paid by Contractor, and determined on the basis of bills raised by him upon the company, subject to furnishing of the documentary proof.

5.15 RECEIPT OF PAYMENT:

Receipt of payment made must be signed by a person authorized holding power of attorney in this respect on behalf of the contractor.

5.16 CLOSING OF THE CONTRACT:

Within 70 days of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain completion certificates as to the completion of work from the Engineer-In-Charge.

5.17 APPLICATION FOR COMPLETION CERTIFICATE:

- (a) When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/ information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.
 - i) Obtain No Dues certificate from the Engineer-In-Charge.
 - ii) Contractor shall submit the No claim in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
 - iii) Indemnification Bond of appropriate value on Non-Judicial stamp paper.
 - iv) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
 - v) Details of PF deposited by the contractor.
 - vi) Certificate of satisfactory execution of the contract from the Engineer-In-Charge.
- (b) The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company and / or other statutory authority from time to time.

5.18 FINAL PAYMENT AND RELEASE:

- (a) On completion of the work and issuance of completion certificate, the contractor shall submit his / its final bill indicating the gross and net amount payable. On receipt of this,

the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

- (b) All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final bill.
- (c) No claim shall be made or be filed by the contractor and the company shall not be liable to pay any money to the contractor, except as specially provided for in the contract. Acceptance by the contractor of the final payment as aforesaid shall operate as estoppels and shall be, a release to the Company from all claims and liability to the contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-charge or any other person relating to or effecting the work.
- (d) Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/ it within one month.

5.19 UNDERTAKING:

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

Date:
Place:

For and on behalf of the tenderer
(Signature of tenderer with seal)

LETTER OF SUBMISSION OF TENDER

FROM

00.00.2014

DATE:

M/s _____

To,
The Group General Manager (Rock-Phosphate),
Jhamarkotra Mines
Rajasthan State Mines & Minerals Ltd.,
Jhamarkotra, Udaipur (Rajasthan).

Sub: Tender for Operation and maintenance of 1 No. BMD of minimum 10.0 MT capacity suitable for mixing Ammonium Nitrate with diesel and delivering resultant ANFO Explosives down the hole at Jhamarkotra Mines Distt. Udaipur

Tender No. RSMM/CO/GGM(Cont)/Cont-16/14-15 dated 12.09.2014

Dear Sir,

(a) 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.

(b) I/We agree to execute the contract according to the specified period/time schedule, at the schedule rate quoted by me/us for the work in accordance with all the terms & conditions of the tender document. It is expressly understood by me /us that the time is the essence of the contract.

(c) I shall pay the compensation to the company in case of failure on my/our part as per the provision stipulation contained in the terms & conditions of the tender document.

(d) I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft in favour of RSMML payable at Udaipur, and process fee payable to MD, RISL, payable at Jaipur 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.

| S. No. | DD No. | Date of issue | Name and Address of Bank Branch | Amount |
|--------|--------|---------------|---------------------------------|--------|
| | | | | |
| | | | | |

(e) 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 as

mentioned in NIT and/or security deposit, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents. The company shall also be at liberty to withdraw & cancel the notice of acceptance of tender(LOA)including forfeiture of the Earnest Money amount as deposited with bid &/or security deposit as mentioned in tender if the contractor fails to complete the following;

(f) Furnishing of security deposit within one month from the date of issuance of DLOA as per tender provisions.

(g) Execution of agreement within one month from the date of issuance of DLOA

(h) I/We enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work including Audited Balance sheets and all other requisite document as specified in the tender document.

(i) 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.

(j) I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.

(k) I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.

(l) I/We hereby declare that the decision of the RSMML management in selection/ rejection of the tender shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 2014

Signature of tenderer(s) with the seal

Witness

Name in Block Letters: _____

Full Address _____

FORM-2

DOCUMENTS TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART-I) BID'
Tender No. RSMM/CO/GGM(Cont)/Cont-16/14-15 dated 12.09.2014.

Name of Tenderer

The documents should be submitted along with TECHNO-COMMERCIAL (PART-I)

| | |
|------|---|
| 1.0 | Name & address of tenderer with Telephone no., Mobile No., Fax No. etc. |
| 2.0 | Status of tenderer :Individual/Proprietorship Firm/Partnership Firm/Co-operative Society/Limited Company (Attach duly attested documents in support of your status) |
| 3.0 | (a) In case of Proprietorship Firm; Attested Certificate of registration of your establishment (b) In case of Partnership Firm; Attested Certificate of registration of your establishment if registered & partnership deed (c) In case of Co-operative Society; Attested Copy of Registration Certificate of Co-operative Society, list of members, Managing Committee & Registration number of Co-operative Society, Jurisdiction of Co-operative Society to undertake work in the in the area, byelaws etc. (d) In case of Limited Company; Attested copy of certificate of your incorporation/ memorandum and articles of association, lists of directors, bye laws etc. |
| 4.0 | Power of Attorney in favour of the authorized representative signing the tender, as required. |
| 5.0 | One complete tender document as issued by company duly filed in signed & stamped on each page by the tenderer /authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of acceptance of the terms & conditions of this tender. |
| 6.0 | Earnest Money Deposit (EMD) in the manner specified in NIT. |
| 7.0 | A copy of PAN (INCOME TAX) Number |
| 8.0 | A copy of Service Tax Registration Number |
| 9.0 | Undertaking that no condition is mentioned in Part –II "Price Bid" & confirmation to the effect that the price quoted in Part-II "Price Bid" of the tender will remain firm. During contract period except escalation on account of variation of rates of diesel. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer. |
| 10.0 | Information regarding details of work of similar type carried out in the last four Financial Years i.e, Form-3. |
| 11.0 | Exception & Deviations statement by the tendered in Form-4 |
| 12.0 | Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case/litigation is pending against him with the company & other companies in relation to the work. |
| 13.0 | The tenderer /bidder would give a declaration on their letter head that they have not been banned / suspended or de-listed by RSMML |
| 14.0 | Declaration whether you are covered under MSMED Act or not, if yes, then give your registration number along with copy of the same. |

If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid will not be opened, and for which, the tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.

The Tenderer shall enclose the required document strictly in the sequence/ order as listed above and shall be flagged by super scribing the concerned S. No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tenderer.

Before enclosing the document read carefully the tender document conditions/ stipulations and encloses the requisite documents only.

The gazette officer or Notary public shall attest photocopies of the documents.

Signature of tenderer(s) with the seal

Date: -----Place: -----

(On the letterhead of the tenderer)

EXPERIANCE

Tender No. RSMM/CO/GGM(Cont)/Cont-16/14-15 dated 12.09.2014

Name of Tenderer.....

| No. | Detailed of work | Company/ of work | place | Period of work | Value of work |
|-----|------------------|---------------------|-------|----------------|---------------|
| | | | | | |

Signature of Tenderer(s) with the seal

Place:

Date:

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATIONS

Tender No. RSMM/CO/GGM(Cont)/Cont-16/14-15 dated 12.09.2014

Name of Tenderer.....

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

| No. | Page No of tender document | Clause No of tender document | Subject | Deviations |
|-----|----------------------------|------------------------------|---------|------------|
| | | | | |

Signature of Tenderer(s) with the seal

Place:

Date:

Part-II**PROFORMA FOR PRICE BID**

To be quoted online only in format provided at <http://eproc.rajasthan.gov.in>

Tender No. RSMM/CO/GGM(Cont)/Cont-16/14-15 dated 12.09.2014

Brief Description of Work: - Operation and maintenance of 1 No. BMD of minimum 10.0 MT capacity suitable for mixing Ammonium Nitrate with diesel and delivering resultant ANFO Explosives down the hole at Jhamarkotra Mines Distt. Udaipur

| Sr .No. | Particulars | Unit | Total tendered Quantity | Rate (Rs./ MT) | Total amount (Rs.) |
|---------|--|------|-------------------------|----------------|--------------------|
| 1 | Operation and maintenance of 10.0 MT capacity BMD truck suitable for mixing Ammonium Nitrate with diesel and delivering resultant ANFO Explosives down the hole at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan) | MT | 3600 MT | | |

Note:-

- i) Tender rate must be entered in figures and words. In case of discrepancy between figure & words, the lower of two will be considered.
- ii) Unit rates quoted by the tenderer shall be inclusive of all taxes & duties but except Service tax & as per the Scope of Work.

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

UNDERTAKING

(On Non Judicial Stamp Paper worth Rs.10/-)

Tender No. RSMM/CO/GGM(Cont)/Cont-16/14-15 dated 12.09.2014

Name of Tenderer.....

IS/o Shriage.....years, residence of.....on behalf of tenderer i.e. M/s.....(name of tenderer), hereby undertake oath & state as under:

It is undertaken that

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

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

AFFIDAVIT

I S/o aged
..... Years Resident of
.....On behalf of the tenderer i.e. M/s

Hereby take oath and state as under :

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

Deponent
(Authorised signatory)

Verification

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

Deponent
(Authorised signatory)

Dated: -----

(Authorised Signatory)

Place: -----

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

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

ANNEXURE “C”

DECLARATION BY THE CONTRACTOR

- 1) I/we do hereby confirm and declare that they have independently inspected Jhamarkotra Mines and ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 2) I/we has also ascertained all such other information, whether technical/commercial or otherwise.
- 3) I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- 4) I/We do hereby agree and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

(Authorised Signatory)
Name of the Designation/ Relationship of the
authorised Signatory with the tenderer

ANNEXURE-‘D’

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/Axis Bank having its Branch office at Udaipur on appropriate value of non-judicial stamp paper of 0.1% BG value or Rs. 200/- whichever is higher)

B.G _____ Dated _____

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

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

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

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

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

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

IN WITNESSETH I, HEREBY _____ SON OF
_____(designation) _____(branch) constituted attorney of the said bank have
set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of
proper value as per Stamp Act prevailing in the state of _____executed at
_____ this the _____ day of _____ 20.

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

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

Name & Signature of Tenderer
with seal

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to For procurement of
..... in response to their Notice Inviting Bids No.
Dated I/We hereby declare under Section 7 of Rajasthan Transparency in
Public Procurement Act, 2012, that:

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

Date
Place

Signature of bidder
Name:
Designation:
Address:

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) Filing an appeal

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

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

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) **Fee for filing appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) **Procedure for disposal of appeal**
- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Ground of appeal :

.....
.....
.....
.....(Supported by an affidavit)

7. Prayer:
.....
.....

Place
Date
Appellant's Signature

Additional Conditions of Contract**1. Correction of arithmetical errors**

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

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

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

2. Procuring Entity's Right to Vary Quantities

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