



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

FOR

**Collection, Preparation and Analysis of Samples
of
Lignite Supplied by RSMML to RVUNL
for Giral Thermal Power Station
Giral, District Barmer (Rajasthan)**

e-Tender No. RSMM/CO/GGM(C)/Cont-23/15-16 Dated: 24.12.2015

Issued by:

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

Cost of Tender Document: 1145 /- (inclusive of VAT)

Date of Downloading of Tender: From 30.12.2015 to 08.02.2016 up to 1:00 pm

Last Date of Online Submission of Tender: 08.02.2016 upto 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 09.02.2016 at 3:30 PM

Registered Office:

C-89/90 Janpath
Lal Kothi Scheme,
Jaipur -302 015
Phone: 0141-2743734
Fax: 0141-2743735

Corporate Office:

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

SBU & PC – Lignite:

Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-
302005.
Phone No (0141)2227690, 2227938, 2227906,
Fax: 141-2227761



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office: 4- Meera Marg, UDAIPUR – 313 001,
Phone: 0294-2803519, 2428792, 2428763-67, fax 0294-2428768, 2428739

Ref. no: -RSM/CO/ GGM (Cont)/Cont-23/15-16

Dated: 24.12.2015

DETAILED e- NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from reputed Bidders. The brief description of the work is as follows.

Brief Description of work	Estimated Total Contractual Quantity	Period of contract	Earnest Money (Rs)
Collection and preparation of daily samples from the lignite supplies made by RSM Ltd. to RVUNL at their Giral Thermal Power Station (GTPS), Barmer, as per BIS norms, to analyse the same to determine percentage of (a) Total Moisture, (b) Volatile Matter (c) Ash (d) Fixed Carbon (e) Total Sulphur & (f) Gross Calorific Value as K.Cal./kg.	3500 nos. of samples	Three (03) years	Rs 70400/- (by DD/PO)
Cost of tender document is Rs.1145/- (inclusive of VAT), payable in cash/by D.D. in favour of "RSM Ltd, Udaipur"			
Processing Fee	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of sale of documents	From 30.12.2015 to 08.02.2016 up to 1.00 PM,		
Last Date & Time of online Submission of offer	Dated 08.02.2016 up to 3.00 PM		
Date of opening of Techno Commercial offer	Dated 09.02.2016 at 3.30 PM		

PREQUALIFICATION / ELIGIBILITY CRITERIA:-

The tenderer should fulfill following pre-qualifying criteria:

- (i) Tenderer must have valid accreditation certificate issued by the "National Accreditation Board for Testing & Calibration Laboratories", Government of India for Coal, Coke & Other solid Fuel in the tenderer's name.
- (ii) Tenderer should have minimum turnover of Rs. 17.59 Lac in any one of the last three financial years i.e. 2012-13, 2013-14 & 2014-15 in its own name.

The Tenderer should upload duly attested copy of audited balance sheets in support of turn-over & accreditation certificate issued by National Accreditation Board for Testing & Calibration Laboratories, Government of India.

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 downloaded 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 online submission of tender.

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

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

Offers furnished through E-mail, Fax Telegram etc. shall not be considered. RSMML will not entertain any claim on account of late receipt/postal delay/non-receipt of tenders. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

Group General Manager (Contracts)

SECTION-I

Definitions, Interpretations and Declaration by the Contractor

1.1 DEFINITIONS:

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

- 1.01 **“Accredited representative of contractor” or “Representative of contractor”** means a person duly authorised by the contractor to receive information and instructions from the company for the work.
- 1.02 **“Agent”** shall mean the person so designated for mines under applicable statutory provisions & so notified by the company.
- 1.03 **“Alteration/ Variation Order”** means, any order given in writing by the Engineer-in-Charge to the contractor from time to time to effect additions / deletions from and/or alteration in the work/s.
- 1.04 **“Approved”** shall mean approved in writing by the Company/ Engineer-in-Charge.
- 1.05 **“Appointing Authority”**- wherever the expression is used shall mean the Managing Director of the company.
- 1.06 **“COMPANY” or “RSMML” or “Management”** shall mean Rajasthan State Mines & Minerals Limited, having its registered office at C-89-90, Janpath, Jaipur-302015 (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorised to act on its behalf for the purposes of contract.
- 1.07 **“Clause” or “provision”** shall mean the clause and sub clauses of this tender document and/or agreement etc.
- 1.08 **“Contract”, “Contract Agreement”/“Agreement”** shall mean the agreement between the company and the contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, plans, and agreed variations (if any), Detailed Letter of Acceptance and other documents constituting the tender and acceptance thereof.
- 1.09 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the company and shall include his/its/their legal representatives, administrators, successors and assigns/assignees
- 1.10 **“Contract Document”** shall mean collectively tender documents, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.11 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.12 **“Commencement of work”** shall mean start of work of lignite sampling by himself/itself the contractor as per contract terms to the satisfaction of the Engineer-in-Charge.
- 1.13 **The “Managing Director”** shall mean the Managing Director of RSMML.
- 1.14 The **“Group General Manager (Lignite)”** shall mean the Group General Manager of SBU & PC- Lignite, Khanij Bhawan, Tilak Marg, Jaipur, of Company so designated or his successors in office.

- 1.15 The “**Group General Manager (Contract)**” shall mean the Group General Manager of Contract Division, Corporate office, 4- Meera Marg, Udaipur so designated or his successors in office.
- 1.16 The “**Unit In-charge**” shall mean the Unit In-charge of Lignite Unit, Barmer of Company so designated or his successors in office appointed by the Company by whatever name.
- 1.17 “**Agent**” shall mean the Agent for Lignite Mines so as notified by the Company.
- 1.18 “**Mines Manager**” shall mean the person appointed under Coal Mines Regulation, 1957 and so designated for Mines of Rajasthan State Mines & Minerals Limited.
- 1.19 “**Engineer-in-Charge**” shall mean the Officer of the Company specifically authorized for enforcing the agreement on behalf of company.
- 1.20 “**Financial Year**”- means a period of twelve months commencing from first day of April of a year to last day of March of next calendar year.
- 1.21 “**Letter of Acceptance**” or “**Detailed letter of Acceptance**” or “**Work order**” shall mean intimation by a letter/fax/E-mail to tenderer that his / their tender has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
- 1.22 “**Mobilization period**” shall mean the time allowed to contractor to mobilize the equipments & Man power for commencement of the work.
- 1.23 “**Notice in writing or written notice**” shall mean a notice written, typed or printed, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/ head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.24 “**Power plant**” shall mean the 2 X 125 MW Power plant of M/s Rajasthan Rajya Vidyut Utpadan Nigam Ltd. (RVUNL) at Giral, Barmer or new 2 X 125 MW plants to be setup in near future near to these plants at Giral Barmer.
- 1.25 “**Tendered Rates**” or “**Work Rates**” or “**Rate of remuneration**” means, rate entered in figures and words in schedule/s by the Contractor and accepted by the company as payable to the contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise.
- 1.26 “**Saleable lignite**” means lignite /carbonaceous material which has calorific value in general in the range of 2660-2940 K Cal / Kg on daily basis and insitu.
- 1.27 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the company for the execution of the contract.
- 1.28 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract. It shall also include the latest addition including all addenda or corrigenda or relevant rules, regulations or regulation codes.
- 1.29 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.30 “**Tender**” shall mean the bid submitted by the tenderer against this tender enquiry document for acceptance by the company.
- 1.31 The “**Tenderer**” shall mean the individual or firm or company who have submitted the bid against this tender.
- 1.32 “**Tonne**” shall mean metric tonne (1000 kilograms.)

- 1.33 "Statutory obligation(s)" would include the entire obligations which are to be complied with as per the provisions of various existing legislations applicable to working areas and those which may come in to force during pendency of the contract.
- 1.34 The "**Work**"/"**Job**" shall mean the works or part thereof to be executed in accordance with the contract and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.
- 1.35 The "**Contract Period**" shall mean the period agreed & allowed for the execution of the work by the company. It shall also include the extended period, if any.

2.0 INTERPRETATIONS:

- 2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2 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 Group General Manager (Lignite) S.B.U- PC Lignite of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires. The words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.7 The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
- 2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.

- 2.9 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorised representative of the parties, to the contract.
- 2.10 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

3.0 DECLARATION BY THE CONTRACTOR:

The tenderer have to declare the following on its letter head, under his signatures and seal:-

- 3.1 We do hereby confirm and declare that we have independently inspected Giral Mines, Soneri Mines & all Lignite sampling points at Giral Thermal Power Station (GTPS) of RVUNL, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.
- 3.2 We have also ascertained the location and situation of various points/area/site where the sample collection, preparation & analysis is to be carried out, locations of weighbridges and Laboratory premises etc. where we would be required to undertake the work of Sampling & Analysis, including other data, information, particulars etc. appreciating all pros and cons and all such other information, whether technical/commercial or otherwise.
- 3.3 We have also assessed and satisfied as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. We do hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever.

SECTION-II

GENERAL INSTRUCTIONS TO TENDERERS

2.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The 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.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. 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.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-I & III 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.
- vi. 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.
- vii. 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 scheduled 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 have satisfied himself 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

- viii. 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.

2.2 Tender Procedure

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

2.3 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.

2.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- 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.

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 2.7 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 2.8 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.
- 2.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 2.10 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.
- 2.11 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.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 2.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 2.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

2.14 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

ADDENDA/CORRIGENDA

2.15 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.

2.16 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.

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

2.18 The tenders shall be submitted online as prescribed above in the tender document. The **“Techno – commercial Bid”** should contain the following:

- i) Digitally signed complete tender document as issued by Company by the tenderer/authorised representative of the tenderer,.
- ii) Details Earnest Money Deposit.
- iii) Power of Attorney in favour of the authorised representative signing the tender, as required.
- iv) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
- v) Copy of PAN NO.
- vi) Copy of Service Tax Registration Number
- vii) Attested copy of the Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- viii) Proof for accreditation dully attested.
- ix) Particulars regarding equipment / Laboratory/ies owned in as per tender format.
- x) Provident Fund Account Number of establishment and its effective date/undertaking as per enclosed format.
- 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-I of tender document.
- xiii) In accordance to recent RTPP Rules,2013 following annexure have been attached:-
Annexure A : Compliance with the code of Integrity and No Conflict of Interest
Annexure B: Declaration by the Bidder regarding Qualifications
Annexure C: Grievance Redressal during Procurement Process and Form No.1
Annexure D: Additional Conditions of Contract

Note-Tenderers are essentially required to submit declaration in format provided in Annexure B with the part –I.

2.19 Tenderer must upload the documents duly attested by Gazetted Officer/Self attested 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 authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

2.20 **PART-II Price Bid'**

- (a) The 'Price Bid' shall be submitted online in the prescribed format. The tenderer is to quote the rate in the Proforma prescribed. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-F for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) 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.

DEADLINE FOR SUBMISSION OF BIDS

2.21 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.

LATE BIDS/Delayed Bid

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

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

EARNEST MONEY

2.25 The tenderer must pay Earnest Money as per DNIT (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 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.

- 2.26 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 of the date of Work Order/LOA issued in favour of tenderer.
 - iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of Work Order/LOA issued in favour of tenderer.
 - iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

VALIDITY

- 2.27 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.

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 2.28 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.
- 2.29 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

EVALUATION OF TECHNO-COMMERCIAL BID

- 2.30 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.
- 2.31 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 2.32 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 2.33 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

EVALUATION OF PRICE BID

- 2.34 Part II of bid i.e. Price Bid of the short-listed bidder shall be evaluated for deciding the lowest tenderer on the following basis:
The lowest tenderer (L-1) shall be decided on the basis of total contract value considering three years contract period. The total contract value so obtained by this method of the short-listed tenderers shall be considered for comparative evaluation and deciding L-1, the lowest tenderer.

NEGOTIATIONS

- 2.35 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.
- 2.36 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.
- 2.37 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

CORRECTION OF ERRORS

- 2.38 Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:
- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) Discrepancy in 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.
- 2.39 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

- 2.40 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.
- 2.41 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.42 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").
- 2.43 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 2.44 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.
- 2.45 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.

RIGHTS OF COMPANY

- 2.46 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.
- 2.47 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

REFUSAL / FAILURE

2.48 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 .

2.49 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.

SECTION III

SITE & GENERAL INFORMATION

3.1 INTRODUCTION

The company is an enterprise of Government of Rajasthan, engaged in mining and marketing of various minerals like Rock phosphate, Gypsum, Steel grade Limestone, Lignite etc. from its mines at different locations.

3.2 LOCATION & ACCESSIBILITY

3.2.1 Giral Lignite Mines: Giral Lignite Mines in district Barmer on Barmer-Jaisalmer Road (NH-15) at a distance of 43 kms. from Barmer town and 13 kms. from village Bhadkha which is nearly 30 kms. from Barmer on NH-15. The Giral Thermal Power Station is situated in to the Giral Lignite Mines.

3.2.2 Sonari Lignite Mines: The lignite deposits area of Sonari lease is about 38-41Km NW of Barmer town and falls under Survey of India topo sheet No.40 0/5; Sonari deposit is bounded by Latitude N 25⁰ 57' 09"- 26⁰ 00' 29" and Longitude E 71⁰ 15' 42" – 71⁰ 17' 14", The area includes five revenue villages i.e. Khejadli, Sonari, Chhapri, BisalaAgor and Bisala, of Shiv and Barmer Tehsil in the Barmer district. The Sonari deposit is the Southern part of Giral area.

There are two routes to approach the Sonari block first one is motorable single lane road connects the deposit area with the nearest point Harsani-fanta, located at a distance of 28 km., which in turn is connected with Barmer by N.H.15 road at a distance of about 12 kms. Sonari block is also approachable by sandy and graveled track about 10 Kms. from Bothia villages. Village Bothia is connected from Barmer town at a distance of 28 km. by N.H.15 joining Kandala port in south. Barmer is approx. 200 kms. from Jodhpur on Barmer-Jodhpur State Highway and approx 155 kms. from Jaisalmer on Barmer-Jaisalmer National Highway -15.

The nearest railway station Barmer, on Jodhpur-Barmer broad gauge section of North -Western Railways which is about 41 kms. from the mine. Jodhpur is the nearest Airport about 200 Kms. due east of Barmer town.

3.2.3 The supplies of Lignite, made by RSMML to GTPS, which are to be sampled and analysed, shall be weighed at the weighbridge of GTPS. The weighment as recorded at GTPS shall be final and binding for the purpose of this contract.

3.3 PREQUALIFICATION / ELIGIBILITY CRITERIA:-

The tenderer should fulfill following pre-qualifying criteria:

- (i) Tenderer must have valid accreditation certificate issued by the "National Accreditation Board for Testing & Calibration Laboratories", Government of India for Coal, Coke & Other solid Fuel in the tenderer's name.
- (ii) Tenderer should have minimum turnover of Rs. 17.59 Lac in any one of the last three financial years i.e. 2012-13, 2013-14 & 2014-15 in its own name.

The Tenderer should upload duly attested copy of audited balance sheets in support of turn-over & accreditation certificate issued by National Accreditation Board for Testing & Calibration Laboratories, Government of India.

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 downloaded 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 online submission of tender.

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

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

Offers furnished through E-mail, Fax Telegram etc. shall not be considered. RSMML will not entertain any claim on account of late receipt/postal delay/non-receipt of tenders. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

SECTION IV

SCOPE OF WORK, SPECIAL CONDITIONS OF THE CONTRACT

4.1 SCOPE OF WORK

Analysis work for the supplies of Lignite, made to M/S RVUNL for their Giral Thermal Power Station, Barmer, under joint supervision of seller and the buyer. The work includes collection, preparation and analysis of the samples drawn as per applicable BIS procedures. Results of analysis are to be made available on daily, weekly, fortnightly and monthly basis both Hard & soft copies.

- 4.1.1 The tenderer should take note of this fact that besides above description and scope of work separate sampling work of lignite supplies to RVUNL power plant as per BIS norms shall also be undertaken at Soneri Lignite mines. Accordingly, reports of sampling shall be also be provided in separate manner.
- 4.1.2 The scope of work also includes works mentioned in special terms and conditions of the tender document.
- 4.1.3 Working hours shall be round the clock or as per the requirement.
- 4.1.4 The contractor is required to maintain close co-ordination with Company & RVUNL officials at GTPS to get complete and up to date information regarding collection, preparation, analysis of samples & submission of analysis report etc. for smooth execution of above work.
- 4.1.5 All incidental or contingent works required for the performance of works shall be done by the contractor at its own cost and expense and the same would not qualify for any extra payment.
- 4.1.6 Payment shall be made only for the portion of work done by the contractor during the entire contract period.
- 4.1.7. The work shall be carried out as per the IS specifications.

4.2 QUANTITY OF WORK -

The quantum of work envisaged under this tender is detailed hereunder & is only indicative.

S.NO	Description of work	Total Quantum of work
1.	Collection and preparation of daily samples from the lignite supplies made by RSMM Ltd. to RVUNL at their Giral Thermal Power Station (GTPS), Barmer, as per BIS norms , to analyse the same to determine percentage of (a) Total Moisture, (b) Volatile Matter (c) Ash (d) Fixed Carbon (e) Total Sulphur & (f) Gross Calorific Value as K.Cal./kg.	3500 nos. of samples during three years

- 4.3 The volume of work is susceptible to variation due to fluctuation in production, dispatches, demand of GTPS of Lignite. Therefore, no guarantee can be given for overall monthly, weekly, daily quantum of work. The contractor shall not be entitled or eligible to raise any claim on account of their laboratory equipments/manpower becoming idle on any day or any period during the contract period.

4.4 EQUIPMENT, MATERIALS AND LABORATORY FACILITIES:

- 4.4.1 RSMML would provide building for the laboratory with electricity and water connections free of cost as per the tender conditions at one tapping point. Civil work/plumbing etc., if required in the laboratory shall have to be done by the party. Power installations required for instruments & equipments etc. shall have to be done by the contractor. Power factor shall be maintained as required by the JVVNL in the tender and would be monitored by RSMML on the basis of bills received from JVVNL. Any penalty imposed by JVVNL shall be borne by the tenderer, in case of default of tenderer. Provisions of sample preparation shed would be made in the laboratory building by RSMML.
- 4.4.2 The Contractor shall make its own arrangements for facilities like fuel, lubricants and office consumables etc. required for satisfactory execution of the contract at his own cost. The laboratory is to be equipped as per provision of ISO requirements
- 4.4.3 During the entire period of work, the Contractor shall always maintain a stock of the necessary consumable and other items, wherever required, on its own cost so as to avoid any disruption of work. Consumables of standard companies should only to be used. The work shall be performed as per standard practices & as per relevant IS standards.
- 4.4.4 The Contractor shall depute its authorised representative and it shall be the duty of representative so authorised to call on at the office of the Officer in Charge / Mines Manager of the company or any other officer acting on his behalf or RVUNL officials at GTPS on all working days and generally remain in touch with them to obtain instructions about their working. The Contractor shall ensure full compliance of such instructions.
- 4.4.5 The contractor shall deploy qualified person for work done as per scope of work.

4.5 INCIDENTAL & CONTINGENT WORKS:

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

4.6 MEASUREMENT, WEIGHMENT, ETC:

Weight of Lignite, as recorded at the weigh bridge of the GTPS – RVUNL and / or other notified weigh bridge shall be taken & treated as final for the purpose of this contract.

4.7 QUALITY OF PRODUCTS, SERVICES, ETC.:

- 4.7.1 The Company will have the absolute right to reject the whole or part of testing report, if in the opinion of the Company or its authorized representative or GTPS Officials; it is found to contain substandard quality of results. In such an eventuality the company reserves the right to recover suitable compensation from the contractor.
- 4.7.2 At all times the company will be entitled to visit / inspect & check the process adopted by the contractor for drawing & preparation of samples, procedure of carrying out the analysis of samples, quality of instruments / equipment and chemicals / reagents used for analysis, competence and capabilities of manpower. In the event of any deficiency being found, the contractor will be extended an opportunity to improve, but if defects / deficiencies are not rectified within 15 days of

such inspection then company shall be free to take suitable action against the contractor including claiming compensation and / or termination of the contract.

4.8 SPECIAL CONDITIONS OF CONTRACT

- 4.8.1 Sampling and analysis work as mentioned in the tender shall be done by the contractor as per Bureau of Indian Standard Specifications up dated from time to time.
- 4.8.2 The contractor is required to execute the work as per the scope of the work with adequate staff and should be capable to draw and analyses samples on per sample basis as per description of work. The cost of laboratory, appliances, equipments and consumables (including power/electricity) and all other expenses shall be borne by the contractor. The lab should be totally automated with all the latest computer facility & interconnectivity so as to provide results on immediate basis.
- 4.8.3 The sampling will have to be done in accordance with the procedure laid down in relevant BIS, as revised from time to time. Such samples shall be splitted in to two parts. One part shall be analysed in the laboratory for the purpose of providing the “Daily Composite Specifications certificate”. The second part of each sample shall be jointly sealed by the representatives of RSMML & RVUNL and placed in a suitable air tight container as per BIS procedure and suitably marked. Such sample shall be retained in the laboratory for 30 days unless a dispute has been raised. **The contractor shall provide appropriate containers in sufficient numbers for this purpose.**
- 4.8.4 Daily, weekly, fortnightly and monthly reports are to be compiled and delivered to the different officers of RSMML separately. Result of each sample has to be transmitted immediately and the party shall also provide analysis reports within 24 hrs. for all the samples collected and analyzed during the day, meaning thereby that results of all samples of previous day have to be communicated in writing to RSMML on the next day as mentioned in the tender document.
- 4.8.5 The contractor shall always remain in touch with Dy. General Manager(Mining)/ Mines Manager of Giral & Sonari Lignite Mines Officer In charge of the Company to know that from where and when the samples are to be collected.
- 4.8.6 Analysis report of the sample of Company’s material shall not be disclosed by the contractor to any external agency/ person and shall be kept confidential.
- 4.8.7 The results of lignite analysis shall be informed by the tenderer to RSMML and GTPS officials through e-mail immediately along with hard-copy.
- 4.8.8 The Contractor shall be responsible for safety, security, watch & ward etc., of the Company’s samples under its possession and his own equipments.
- 4.8.9 The Contractor shall be liable for all employees engaged by it whether directly or otherwise in all respects under various statutory provisions in force from time to time as amended up to date.

SECTION V

GENERAL TERMS & CONDITIONS OF THE CONTRACT

5.1 SECURITY DEPOSIT

The tenderer shall furnish Security Deposit 10% of total contract value(as per RTPP Act/provisions) through Demand Draft/Bank Guarantee in favour of RSMML, Jaipur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance , for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a Public Sector Bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Jaipur on appropriate value of stamp paper. 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.

- 5.1.1 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.
- 5.1.2 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 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.
- 5.1.6 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 (Thirty) days from the date of invoking of original Bank Guarantee.
- 5.1.7 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.
- 5.1.8 No interest is payable on S.D. amount.

5.1.9 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.

5.2 PERIOD OF CONTRACT

5.2.1 The period of contract for the work envisaged under this tender shall be **three (03) years** reckoned from the date of issue of LOA/DLOA..

5.2.2 The above period of three (03) years of contract includes the period of 30 days allowed for mobilisation and equipping of the laboratory, reckoned from the date of issue of LOA/DLOA.

5.3 TIME SCHEDULE

5.3.1 Contractor shall use 30 days for doing necessary mobilization and equipping of the laboratory. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

5.3.2 Timely collection and preparation of sample, analysis of the same and submission of analysis report are of critical importance in context of this contract. The contractor shall strictly follow the time schedule as provided by the Engineer Incharge for sample collection, preparation, analysis and submission of analysis reports of the samples collected from various collection points.

5.3.3 The Contractor must make all necessary arrangements for execution of work within stipulated time from the date as specified above. In case the contractor fails to commence work within this period, the company may terminate the contract & forfeit the EMD/SD, as the case may be.

5.3.4 In case at any time the performance of the Contractor is not found satisfactory, then the Company will issue notice, giving seven days to improve the same. If the Contractor fails to improve its performance within this period of seven days, then the Company may get the work done by other agency at the cost & risk of the Contractor without any further notice.

5.4 TERMS OF PAYMENT:

5.4.1 The contractor will submit the bill (in triplicate) on monthly basis for the works executed. The rate as accepted by the company given in the DLOA/agreement alone shall be considered for this purpose. The bill should be submitted to the Dy. General Manager or his authorised representative, Lignite Unit, Barmer.

5.4.2 The contractor will be eligible to receive its remuneration from the Company within 15 days of receipt of their monthly bills. Payment shall be made from SBU & PC (Lignite), Jaipur on the basis of receipt of duly verified bills from Company's Barmer unit for the quantum of work done. The bills shall be supported with copy of list of samples analysed.

5.4.3 Any dispute arises regarding acceptance or payment of bills, the same shall be referred to the GGM (Lignite) and his decision shall be final. The contractor will not

stop the work or take any such action during the pendency of payment. Any such action will be considered as breach of contract.

- 5.4.4 The provisions of taxes, levies etc. as applicable on the rates payable along with service tax have been provided elsewhere in the tender document.

5.5 ESCALATION/DE-ESCALATION:

No escalation shall be payable to the contractor during the validity period of the contract.

5.6 PROVIDENT FUND

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

5.7 INTERPRETATIONS OF THE WORK DOCUMENTS:

Wherever it is mentioned that the contractor shall do or perform or caused to be done certain work(s) or provide certain services and facilities or discharge certain obligation(s) or made certain provision(s), etc., it is expressly agreed that each and every such work(s), services and facilities, obligation(s) or provisions shall be made and/or provided by the contractor and liability thereof would be discharged by the contractor to the satisfaction of the Company at its own cost.

5.8 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

5.8.1 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor have no claim, whatsoever against the Company if the total work or any part thereof covered by the contract is postponed to any later date and/or withdrawn 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.

5.8.2 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time after the commencement of the work the company for any unavoidable reason, is 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 or part, but which he did not derive in consequences of the work not having been carried out the contractor also shall have any claim or compensation by reason of any alternations having been made in the original specifications and instructions which shall result into change in volume or nature of the work as originally contemplated.

5.9 NOTICES

5.9.1 SERVICE OF NOTICE AND COMMUNICATION TO THE COMPANY AND THE ENGINEER-IN-CHARGE

Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered as under :-

- (a) In the case of the Company, if dispatched by registered AD to the Company's Group General Manager (Lignite) and with copy to authorised representative at the mines, and Corporate Office.
- (b) In the case of the Engineer-in-Charge, if posted or delivered by hand to his address or of his authorised representative. Notices and communications addressed to the Company shall be valid only if duly signed by the Contractor or his/its duly authorised partner or his/its accredited representative acting for him/it on his/its behalf.

5.10 LIENS:

If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company against such lien or claim. If a lien or claim be valid, the company may pay and discharge the same by deducting the amount so paid from any money which may be or may become due 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 latter may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof. Alternately, company reserves its rights to recover it from the security deposit.

5.11 TAXES:

- (i) The Contractor shall be responsible for the payment of any and all prevailing contributions, taxes, duties, levies & fees to the Central or State Government or local authorities directly or indirectly applicable to the work under this contract.
- (ii) The quoted prices will be inclusive of service tax on applicable rates. Any fresh imposition or variation in statutory duties, taxes or levies including Service tax , made after the last date of submission of bids, will be recovered from/reimbursed to the contractor, as the case may be. The reimbursement/ recovery to the contractor will be made against supporting documents & for only such taxes/ duties/ levies that are directly applicable to the contract and is applicable / reflected on his running bills. The present applicable rate of Service Tax is @14.5%.

5.12 INSURANCE:

The contractor shall take adequate insurance covers for all men and machinery engaged by him/it for performance of the work at site covering all losses/ damages and other claims whatsoever. Any insurance claim brought against the company by an individual or by customers or by any such other persons who suffered damages due to negligence of the contractor or his sub-contractor or his employees/Agent the same shall be settled by the contractor at his cost, RSMML shall not be responsible for any loss/damage to the men and machinery equipment.

5.13 COMPENSATION AND LIABILITY:

- (i) 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 out of money due and payable to the contractor, such sum or sums of money due to and payable to the contractor, till such time the final decision of the competent authority is arrived.
- (ii) 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/its 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.
- (iii) On the occurrence of any accident resulting in death or bodily injury to a workmen employed by the Contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge & the mines manager the fact of such accident. The contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his/its failure to give intimation in the matter aforesaid, including the penalties of 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.

- (iii) The contractor should get his employees insured against Workmen's Compensation Act and proof of such insurance cover to be submitted to Company at the time of starting of work. If the contractor fails to take such insurance cover and submit proof thereof and if any liability occurs, then any compensation etc. shall be at the risk & cost of the contractor only, and Company shall recover the amount from the contractor's bills/Security Deposit.

5.14 LABOUR LAWS AND SAFETY REGULATIONS:

- 5.14.1 The Contractor shall keep him/itself fully informed of all laws/ordinances and regulations, agreements / settlements with Union and awards in any manner affecting his/its contract works or persons employed on the works or the materials used in the works or in any way affecting the operations covered by the contract and of all orders and decrees of bodies or tribunals having any jurisdiction or authority on the same. In the event of any discrepancy or inconsistency in the contract or in the drawing or specifications herein referred to, and the provisions of any such law, ordinance, regulations, order or decree, the Contractor shall forthwith report the same in writing to the Engineer-in-charge for necessary rectification at his/its cost, if required.
- 5.14.2 The Contractor at all times shall observe and comply with all laws, ordinance and regulations and orders and decrees of competent courts or tribunals or statutory bodies having jurisdiction, and shall protect and indemnify and keep indemnified the Company its employees against any claim or liability arising from or based on the violation of any such law, ordinance regulation order or decree etc, whether by himself or their employees or vendors, etc.
- 5.14.3 The Contractor shall also be bound to give all notices necessary and incidental to the due and lawful execution of the work and of all operations covered by the contract and as may be required by the laws, ordinance, regulation, orders, rules and decrees as aforesaid.
- 5.14.4 The Contractor will make payments to the laborers engaged on paid holidays declared by the Company from time to time.

5.15 SAFETY, SANITARY & MEDICAL FACILITIES:

- (i) The Contractor and/or his/its sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community, in case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- (ii) The Contractor shall be responsible for the safety and discipline of his/its employees in all faces of the work. As per the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract the personal protective and safety equipments shall be provided by the company as per scheduled for companies employees. The cost of these personal protective equipments issued by company shall be deducted from running bills of contractor.

The Contractor shall promptly and immediately report serious accidents to any of his/its employees to the Engineer-in-charge and Mines Manager and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.

- (iii) First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his/its cost.
- (iv) The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, The Mines Act, 1952, the Indian Explosives Act 1984, Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act, 1947, Standing Orders Act, 1946. Electricity Act, 1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by the Company as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the contractor and be recovered.
- (v) The Contractor shall be allowed to commence work only on production of requisite license as required under the Contract Labour (Regulation & Abolition) Act, 1970.
- (vi) All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor 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 or on any account and lapse or failure of the Contractor or his/its sub-contractor/s in the discharge of his/its obligations to his/its employees.
- (vii) The contractor shall take all necessary steps and precautions to ensure that his/its workers and 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.

5.16 RIGHT TO REVIEW PERFORMANCE

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

5.17 RISK & COST

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the contract for the work of Collection, Preparation and Analysis of samples of lignite supplied by RSMML to RVUNL for Giral Thermal Power Station, Giral, Barmer of specified quantity within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor. Over and above the compensation of shortfall in execution of work, the company may at its discretion at any time to get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor for which an advance notice of minimum 15 days will be given to the contractor.

5.18 COMPENSATION FOR NOT CARRYING OUT / DELAY CARRYING OUT TARGETED WORK:

- 5.18.1 In case of delay in submission of report by the Contractor or failure of the Contractor to perform the work in a manner as specified in the contract. Company will be entitled for imposing a pre-determined and agreed compensation @ 10% of value of the contract rate for the part of the work not undertaken/delayed by the contractor. The compensation will be recovered by way of deduction from the bills payable to the contractor or any other amount due to the Contractor. No payment shall be made for the part of work left incomplete as foregoing.
- 5.18.2 In case of delay in commencing the work, the compensation @ 0.5% of the annual contract value on fortnightly basis will be recovered. In the event the compensation exceeds 2% of annual contract value, then provisions of clause no. 6.4 of tender shall apply.
- 5.18.3 Besides above, failure of the contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternate arrangements at the risk and cost of the Contractor and to recover from it the full difference of cost of making such alternative arrangements.

5.19 COMPLETION CERTIFICATE

Within one month of the completion of the work in all respects as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-charge such completion certificates after submission of following documents to the Engineer-In-charge:-

- i) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
- ii) A no claim, no dues certificate.
- iii) Proof of depositing P.F.
- iv) Indemnity Bond.

UNDERTAKING

I/ We have carefully gone through & fully understood all the above general terms and conditions of this tender and these are acceptable to me/ us.

Signature of Tenderer with seal

SECTION VI

SUSPENSION, TERMINATION, FAILURE, PENALTY & COMPENSATION, FORCE MEASURE, DISPUTES & ARBITRATION

6.1 SUB-LETTING OF WORK:

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein except without prior written consent of the company. Doing so, shall render the contract to be terminated on risk and cost of the contractor. In any case, sub-letting of lignite sampling etc. work will not be permitted. In the event subletting of part of work is allowed by company, it shall not absolve the contractor from his contractual obligations. The company is under no obligation to grant assignment or transfer or subletting or outsourcing of entire contract or part thereof.

In the event of any subletting / outsourcing / assignment / transfer of lignite sampling etc. work coming to the notice of RSMML, the Company shall serve a notice to the contractor within seven (07) days intimating its intention of termination of the contract.

6.2 POWER OF ENTRY:

If the Contractor shall not commence the work as specified herein or achieve the scheduled progress as per the contract or if he shall at any time, in the opinion of the Engineer-in-charge:

- i) Fail to carry on the contract works in conformity with the contract terms and conditions; or
- ii) Fail to carry on the works in accordance with the contract schedule;
- iii) Suspend the work or the works for a period of 07 (Seven) days or more without prior written permission of the company; or
- iv) Fail to deploy or procure sufficient equipment, labour, materials and other store items; or
- v) Commit breach of contract or act in a manner which is against the commercial interest of the Company.
- vi) If the Contractor shall abandons the works; or
- vii) If the Contractor during the continuance of the contract shall become bankrupt, make such arrangements with his/its creditors or compromises or go into liquidation/dissolution, whether compulsory or voluntary (not being merely voluntary liquidation for the purpose of amalgamation or reconstruction, then in any of above mentioned circumstances, the company shall have the power to enter upon the works and take possession thereof and of the materials, equipment, tools and stock etc. thereon and to complete the incomplete / leftover works by other contractors or workmen, or to re-let the same upon any terms and to such other person/ firm/company at the risk & cost of contractor, as the Company in its absolute discretion may think it proper.

- h) As a consequence of it the company shall be authorized to use of any materials, temporary works, equipment, tools, and stock etc. as aforesaid without making payment or allowance to the Contractor for the said use materials & other such feasibilities In case of any deficiency, it shall forthwith be made good and paid to the Company by the contractor and the Company shall have power to sell in such manner and for such price as it may think fit all or any of the equipment, tools, materials etc constructed by or belonging to and to recoup and retain the said deficiency of any part thereof out of the proceeds of the sale.

6.3 POWER TO ORDER SUSPENSION OF WORK:

Group General Manager (Lignite) can, in writing and without prejudice to the provisions of contract direct the contractor to suspend the entire work or any part thereof. After such directions the contractor shall not proceed with any work or part thereof.

In such circumstances, the company may under the provision of the contract extend the time for completion of work or part thereof by such period, as it may think reasonable. The decision shall be final and binding on the contractor. The contractor shall not be entitled for any extra payment as compensation in case of such suspension of the work.

6.4 TERMINATION:

- 6.4.1 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, either to call upon the contractor to cure the defaults or to determine/terminate the contract, as per following details:
- (a) Before determining the contract, if 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 of seven (07) days in writing, call upon the Contractor to cure the default within such times as may be specified in the notice.
 - (c) To determine the contract by giving a notice of thirty (30) days; 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, where upon 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 over and above the rate of remuneration payable under the contract.
 - (d) Without determining the contract and after giving a notice in writing of fifteen (15) days: 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, 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.

6.4.2 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 stand forfeited unless specified by the company in writing, 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 competing the work or any part thereof, with any or all such materials, equipment, plant, tools and tackles belonging to the Contractor as are available at the site of the work and the contractor shall not be entitled to any compensation for use of or damage to, such materials, equipment, plant: and
- (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.

6.4.3 The Company shall also have the right to proceed in the manner prescribed in sub clause above, in the event of the contractor abandoning the execution of the contract work for a 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.

6.4.4 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.

6.5 WAIVER - CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION:

In case 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 and such powers shall be exercisable in the event of any further case or fault by the Contractor, the contractor shall be liable to pay compensation amount and the liability of the Contractor for past and future compensation shall remain un-effected.

6.6 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining , loading operations, accumulation of stock of mineral, sudden inrush of huge quantity of under ground water resulting in revision of the total mining scheme, non-availability of mineral at mines and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in

writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

6.7 INDEMNITY:

- 6.7.1 The Contractor shall at all times, indemnify and keep indemnified the Company 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. The contractor shall be responsible for all risk arising in connection with or on account of the operations covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall be entitled to recover such cost expenses or loss etc. from the contractor, 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.
- 6.7.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 6.7.3 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.
- 6.7.4 The contractor shall indemnify the company against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work & the same shall be borne by the contractor.

6.8 JURISDICTION:

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

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;

Signature of bidder

Date

Place

Name:

Designation:

Address:

Grievance Redressal during Procurement Process.

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)

(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.
- (iv) 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.

LETTER OF SUBMISSION OF TENDER

FROM:

To:

Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg, Udaipur-313001

Sub: Tender for the work of "Collection, Preparation and Analysis of Samples of Lignite Supplied by RSMML to RVUNL for Giral Thermal Power Station Giral, District Barmer (Rajasthan)".

Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-23/15-16 Dated: 24.12.2015.

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our bid for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of DD in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price bid and in case of any default thereof the company shall have the right to forfeit the EMD and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our bid and accordingly submitting all relevant documents related to fulfillment of pre-qualifying criteria and requisite "Accreditation Certificate" issued by the "National Accreditation Board for Testing & Calibration Laboratories", Government of India and/or Certification of ISO 9001-2000 of the tender document.
10. We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _day of, __ 20....

Signature of tenderer(s)
With the seal of the firm.

Witness Name in Block Letters: Full Address

(on the letter head of the tenderer)

GENERAL INFORMATION ABOUT THE TENDERER

Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-23/15-16 Dated: 24.12.2015

1	Name & full address of the tenderer with telephone/ Cell Phone/fax numbers etc.	
2	Name and address of the Authorised contact person along with Cell Phone/ telephone no.	
3	Whether Proprietor / Partnership /Company A. In case of Individual (Proprietor) i) Name and nature of business ii) Date of commencement of business iii) Copies of last three year's Balance Sheet B. In case of Partnership i) Name of Partners ii) Whether the partnership is registered iii) Date of establishment of firm iv) Copies of last three year's Balance Sheet of the firm. v) Copy of partnership deed. C. In case of Company i) Amount of paid up capital ii) Name of Directors iii) Date of registration of company iv) Copies of last three year's Balance Sheet of the company. v) Copy of memorandum and Article of Association.	
4	Date of Incorporation (enclose certificate of incorporation)	
5	If the tenderer is in any other business, please specify.	
6	Any other relevant information	
7	In case the tenderer is related with any director or officer of the company, give declaration	
8	Service Tax Registration No.	
9	Provident Fund registration No.	
10	PAN No.	
11	MSMED (Micro, small and medium enterprises development) Act Reg. details.	
12	Copy of accreditation certificate issued by the "National Accreditation Board for Testing & Calibration Laboratories", Government of India in the tenderer's name.	

We hereby agree to abide by all the terms & conditions of the said tender notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Signature of Tenderer with office seal

Place :

(Indicate capacity of the Tenderer)**Proprietor/Partner/Manager/Director**

FORM “C”**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

(On the letter head of the tenderer)

TO:

Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg, Udaipur-313001

Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-23/15-16 Dated: 24.12.2015

PROPOSED SITE ORGANIZATION

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

Name & Signature of Tenderer
with seal

Performa of 'PRICE BID'

(This part of tender should contain the 'PRICE BID' only and **should be submitted online** in the prescribed format available at website.)

Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-23/15-16 Dated: 24.12.2015

Name of the Tenderer:.....

Price Bid for the work of “ Collection, Preparation and Analysis of Samples of Lignite Supplied by RSMML to RVUNL for Giral Thermal Power Station Giral, District Barmer (Rajasthan)”.

S.No	Particulars	Lignite sampling Quantity (in nos.)	Rate (in Rupees) per sample
1	Collection and preparation of daily samples from the lignite supplies made by RSMM Ltd. to RVUNL at their Giral Thermal Power Station (GTPS), Barmer, as per BIS norms, to analyse the same to determine percentage of (a) Total Moisture, (b) Volatile Matter (c) Ash (d) Fixed Carbon (e) Total Sulphur & (f) Gross Calorific Value as K.Cal./kg.(as per scope of work of tender document)	3500 nos. of samples	In Figures Per sample In words Rs..... per sample

Note:

- (1) All incidental or contingent work required for the performance of above work shall be done by the contractor at his own cost and expenses and the same would not qualify for any extra payment.
- (2) The rates quoted shall be inclusive of all taxes, duties, levies etc including service tax @ 14.5% at the time of submission of tender.
- (3) There should not be any variation in the rates quoted in figures and in words. In case such difference is found then the lower rate of the two shall be considered as quoted rate by the tenderer.

Date: -----

Place: -----

(Authorized Signatory)

Name of the Tenderer
Designation/ Relationship of the
Authorized Signatory with the tenderer

AFFIDAVIT
(on non judicial stamp paper worth Rs10/-)

e-Tender No. RSMML/CO/GGM(C)/Cont-23/15-16 Dated: 24.12.2015

Name of Tenderer

IS/o Shri aged.....Years ,
resident ofon behalf of the
tenderer i.e. M/shereby undertake
oath and state as under:

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

Signature of Tenderer(s)
(Authorized signatory)
With Seal

Place:

Date:

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

ANNEXURE-II
PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a all public sector banks(except SBI), ICICI Bank, HDFC Bank & Axis Bank, having its Branch office at Jaipur on non-judicial stamp paper of appropriate value)
B.G ----- Dated -----

This Deed of Guarantee made between ----- all public sector banks(except SBI), ICICI Bank, HDFC Bank & 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 C89/90 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/RO.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of the Contractor and agreement dated _____ entered into between RSMML and M/s. _____(Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs _____ (Rs. _____) being equivalent to ___ % of Contract value of Rs. _____

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

1. We, _____(Bank) do hereby undertake to pay to the company as amount not 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 surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Lignite or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

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

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

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

PERFORMA FOR PF UNDERTAKING

AFFADAVIT

(on non judicial stamp paper worth Rs10/-)

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

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorised Signatory)

VERIFICATION

I /We the above deponent make oath and state that my above statement is true and correct to my persona; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent
(Authorised Signatory)

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.