



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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Ref. no :- RSM/CO/GGM(Cont)/Corri-2(Cont-29/15-16)/16-17

Dated. 01.04.2016

CORRIGENDUM NO 2

Sub : Excavation & Removal of 220 Lac Bank Cubic Meter Rock at Central Pit (C, D and E Blocks) along with Mine Dewatering and Shifting of Tailings at Jhamarkotra Rock Phosphate Mine, Udaipur (Rajasthan)

Ref. : i)e- Tender No. RSM/CO/GGM (Cont)/Cont-29/2015-16 dated 29.02.2016

With reference to the above referred tender, kindly note the following amendments in the tender document:

S. No.	Clause no.	Amendment
1	Pre-Qualification criteria in DNIT & clause no. 5.1.6 of tender document & mentioned elsewhere in the tender document	Existing clause of PQC is substituted as : Tenderer shall be pre qualified on the basis of criteria mentioned below <i>1) "The Tenderer should have minimum turnover of Rs.25.50 Crore in any of the immediate preceding four financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in tenderer's name."</i> <i>Audited Profit & Loss A/c & Balance sheet in support of turnover criteria is to be uploaded by the bidders.</i>
2	Clause 3.26 (i) pg no 18 of tender document.	Clause no. 3.26 (i) is substituted as: <i>"The successful tenderer shall be required to execute an agreement with the company on non-judicial stamp paper of appropriate value (prevailing under Indian Stamp Act on the date of signing of agreement) within 30 days from the date of issuance of DLOA but before the commencement of work. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor."</i>
3	Clause no. 4.2.2 & 4.2.3 pg no. 20 of tender document	Existing clause is substituted as: <i>4.2.2 The tenderer shall furnish Security deposit through Banker's cheque/demand draft/ Bank Guarantee (B.G.) in favour of the Rajasthan State Mines & Minerals Limited, Udaipur within 30 days of the issuance of DLOA. The Bank Guarantee shall be provided in the approved format of the company issued by all public sector banks (except SBI), ICICI Bank, HDFC Bank & Axis Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. Initially the BG shall be valid for a period of 02 years , thereafter the contractor shall renew it every year two month in advance before expiry of BG during entire contract period including extension plus grace period of</i>

		<p>6 months failing which BG will be invoked by the Company. In case of invoking the BG, the amount shall have to be paid by the Bank having its branch at Udaipur.</p> <p>4.2.3 The tenderer may also opt to furnish Bank Guarantee (B.G.) as above /DD/Banker's cheque amounting to 5% of the value of contract within 30 days of the issuance of DLOA. In such option, balance security deposit of 5% of contract value will be deducted from the running bills of the contractor during the contractual period in 50 installments.</p>
4	New Clause 5.1.7.1 in Section V of tender is added	<p>New Clause 5.1.7.1 in Section V of tender is added as: NEGOTIATIONS</p> <p>i) <i>Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.</i></p> <p>ii) <i>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.</i></p> <p>iii) <i>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.</i></p>
5	Clause 5.2.7.1 "Blasting operation" pg no.53 of tender document	<p>Clause no. viii) added in the clause 5.2.7.1 as</p> <p><i>" viii) In case if it is established that the frequent failure of blasts are on account of poor quality of explosives and accessories and company decides to claim damages from the suppliers of the explosives and accessories then any amount if recovered may be reimbursed to the contractor up to the extent of expenses for re-drilling required to be carried out by him. The decision of the Company in this regards shall be final and binding on the contractor."</i></p>
6	Clause 5.2.8 pg 53 of tender document	<p>Existing clause is substituted as</p> <p><i>"If during the blasting operation any of the Company's roads get blocked or damaged /endangered, the Contractor shall be under obligation to restore/repair the same at his/its own cost immediately. However company will also clear off road blockages at the earliest if contractor's roads get blocked or damaged during blasting operations in working area of the Company."</i></p>
7	Clause 5.3.10.2-a) pg no. 61 of tender document & as applicable elsewhere in the tender document	<p>The number of tube well presently operated by RSMML & to be handed over to the contractor may be read as "12 nos." in place of 13 nos.</p>

8	Clause no. 5.3.10.2 -h) - iv) Mine Dewatering- General condition at pg no. 64 of tender document	Existing clause 5.3.10.2-h)-iv) is substituted as: <i>“On completion of contract period, all tube wells/sumps assembly such as casing pipe, slotted pipe, well plugs, pumps, pipelines, cables and other electrical appliances etc. including the 12 nos. of tubewells pumps handed over by RSMML at the time of commencement of work and the tubewells & pumps commissioned/ installed by the contractor during the contract period shall be handed over to the company in running condition. In case the same are not found in running condition the contractor shall repair / replace them at his own cost failing which company may recover an amount equivalent to the price of new KSB pumps of the same capacity for every non-working tube well & pump”</i>
9	Clause no. 5.3.10.2-h) - xi) of Mine Dewatering - General condition at pg no. 64 of tender document	Existing clause no. 5.3.10.2 -h)- xi) is substituted as: <i>“After completion of work, contractor shall maintain and operate minimum five no. of tube well pumps for further period of six months or commencement of work by next contractor whichever is earlier, for regular supply of water to Mines offices, Hydrant, IBP Plant, residential colonies, villages and PHED etc.. For this purpose contractor shall be paid at agreed rate. In case during this period any tube well becomes non-operative then the contractor will repair/ replace the same within a period of 48 hours failing which company will deduct pro-rata payment for non working pump on per day basis of the agreed rate”</i>
10	Clause no. 5.4.2.1 pg no. 67 of tender document	The word “by $\pm 10\%$ ” in second line may be read as “ up to $\pm 10\%$ ”
11	Word “Full scale operation” mentioned in the tender document	Provision “ 2.1.21” in definition and clause 5.4.5-(ii) with reference to the provisions of “Full Scale operation” and elsewhere mentioned in the tender document stands deleted.
12	Clause no. 5.4.6.3 pg no 68 of tender document	Existing clause is substituted as <i>“The company reserves the right of termination of contract at any time assigning reasons thereof & giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.”</i>
13	Clause no. 5.4.8 pg no. 69 of tender document	Existing clause is substituted as: 5.4.8 COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR SHORTFALL IN THE EXECUTED QUANTITIES : <i>5.4.8.1 In case of delay in commencing the work within the stipulated time, the compensation @ 0.5% of the annual contract value on fortnightly basis will be recovered. The tendered quantity on prorata basis will be considered to calculate annual contract value. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and forfeit the earnest money deposit (EMD) & /or security deposit (SD) in case the compensation reaches beyond 2%.</i> <i>5.4.8.2 In case the Contractor fails to adhere to the schedule as per</i>

		<p>tender he shall be liable to pay to the company agreed and predetermined compensation as mentioned hereunder for such shortfall;</p> <p>i.) Failure to adhere to the annual schedule for OB & Ore separately and for each year without reasons to the satisfaction of Company the contractor shall be liable to pay predetermined & agreed compensation @ 10% of the remuneration payable for the actual shortfall in quantity, but it will not absolve the contractor to fulfill his contractual liabilities.</p> <p>ii.) The shortfall of first year is to be made up in the Second year. In case if the shortfall is not made up in the Second year, then compensation shall be levied on the remaining shortfall in the schedule quantities of first year. Similarly the shortfall quantity of second year, third year & fourth year are to be made up accordingly in the respective subsequent year.</p> <p>iii.) In case of failure to adhere to the contractual provisions for required shifting of tailing quantities as mentioned in the tender document, an amount equal to 0.5% of the annual contract value for the first year shall be retained by the company. The retained amount shall be refunded after completion of desired quantities as per tender. However, no refund shall be admissible in this account in case the contractor fails to shift the required quantities before the completion of second year of contract.</p> <p>iv.) If annual scheduled quantity is not achieved by the contractor due to any reason beyond the control of the contractor, the annual schedule may be modified and/or completion time may be extended by the company. Compensation for shortfall will be recovered based on such revised target. Decision of the company, whether a particular reason for failure to achieve the target is beyond the control of contractor, shall be final and binding on the contractor.</p> <p>5.4.8.3 In case the Contractor fails to complete the entire work of the total contract period within scheduled/extended time from the date of issuance of DLOA, the contractor shall be liable to pay compensation @0.5% (Zero point five percent) of the total value of the contract in addition to the compensation mentioned at above clauses and subject to provision of clause no.5.4.1 & 5.6.9 of tender document.</p> <p>5.4.8.4 The said amount of Compensation shall be payable by the contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay/breach. The company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills or any sum due or will become due with the company on account of any work of the Contractor and the Contractor shall be bound by such decision of the Company. The above recoveries will be without prejudice to the other right and remedies available in the contract.</p> <p>5.4.8.5 Over and above the Compensation on shortfall in execution of</p>
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14	Clause 5.5.1. pg no. 72 of tender document	<p>New clause no. 5.5.1.7 added as :</p> <p><i>“The Company shall also carry out annual survey for which contractor shall clean the mine faces to the maximum extent so that the annual survey quantity be ascertained more accurately.”</i></p>
15	Clause no. 5.6.5.4 pg no. 76 of tender document	<p>Existing clause is substituted as</p> <p><i>“The prevailing retail price of diesel (HSD) of IOCL ex-Udaipur i.e. Rs 51.40 per Liter shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed.”</i></p>
16	Clause no. 5.6.5.5 pg no. 77 of tender document	<p>Abbreviation of Q is replaced at</p> <p><i>“Q” means quantity of only ORE & OB (except tailings) loaded & transported during specified period in BCM</i></p>
17	Clause no. 5.6.9 (ii) pg 79 of tender document	<p>Following is added after the last line</p> <p><i>“However in case it is established that failure in achieving the required factor is due to reasons not attributable to the contractor, the company may consider to make the payment to the contractor.”</i></p>
18	From-9 “Price Break up” pg 95 of tender document	Revised Form-9 is annexed.

All other terms & conditions of tender shall remain the same. The bidders are also requested to upload duly signed copy of Corrigendum along with offer. Thanking You.

Yours faithfully

General Manager (Contract)

(On the letter head of the tenderer)

Revised FORM"9"

"PRICE BID"

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

PROFORMA FOR BREAK-UP OF TENDERERS PRICE QUOTED IN
IN PERCENTAGES

e- Tender No. RSMM/CO/GGM (Cont)/Cont-29/2015-16 dated 29.02.2016 Name of
Tenderer _____

BREAK-UP % OF TOTAL

S.No.	ITEM	ORE	OB
1.	Mobilisation/Initial cost		
2.	Drilling		
3.	Loading		
4.	Haulage to dumps		
5.	Preparation of roads/ramps etc.		
6.	Supervision Establishment		
7.	Dewatering)		
8.	Shifting of tailing		
	Total	100%	

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

Dated: -----

Place: -----

(Authorised Signatory)

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