



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

FOR

**“Operation of return water pumps, ward & watch
of installation at tailing dam site and
Aforestation in surrounding area”**

Tender No. RSMM/CO/GGM (Cont)/Cont-30/2015-16 Dtd 04.03.2016

**Issued by:-
GM (Contracts), RSMML,
4, Meera Marg, Udaipur**

Cost of Non Transferable

Tender Document(including VAT) : Rs 573/-

**Place of Sale of Tender : Office of (F&A), Corporate Office,
or download from our website**

Date of Sale of Tender : From 07.03.2016 to 05.04.2016 up to 1.00 pm.

Date of Receipt of Tender : 05.04.2016 up to 3.00 pm at C.O. Udaipur

**Date of Opening of
Techno-commercial Part : 05.04.2016 at 3.30 pm at C.O. Udaipur**

Registered Office:

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

Corporate Office:

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

SBU & PC - Rock Phosphate:

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Ref. no :-RSMM/CO / GGM(Cont)/Cont-30/2015-16

Dated: 04.03.2016

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at Jhamarkotra mines from:-

Brief Description of work	Period of contract	Cost of Tender document	Earnest Money by DD/PO
“Operation of return water pumps, ward & watch of installation at tailing dam site and Aforestation in surrounding area” at Jhamarkotra mines.	One year	Rs573/-	Rs 15500/-
Cost of tender document is (inclusive of VAT), payable in cash/by D.D. in favour of “RSMM Ltd, Udaipur”			
Period & place of sale of documents: from the office of (F&A), CO, Udaipur or download from our website	From 07.03.2016 to 05.04.2016 up to 1.00 pm, In case downloaded from website, tender fee to be deposited with the Techno -Commercial offer		
Last Date & Time of Submission of offer	Dated 05.04.2016 up to 3.00 pm at C. O. Udaipur		
Date of opening of Techno Commercial offer	Dated 05.04.2016 at 3.30 pm at C. O. Udaipur		

Pre-qualification criteria:-..

- The tenderer should have minimum turnover of Rs. 1.93 lacs in any one of the immediate three preceding financial year i.e. 2012-13, 2013-14 & 2014-15 in its own name.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

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

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

General Manager (Contract)

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

SECTION II

DEFINITIONS, INTERPRETATIONS

1.0 DEFINITIONS:

- 1.1 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.1.1 "**Agent**" shall mean the Agent for Industrial Beneficiation Plant so notified by the company in this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**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 executors.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of intent /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.9 "**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.
- 1.1.10 "**Contract Rate**" or "**Schedule Rate**" or "**Tendered 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 contractual obligations.
- 1.1.11 "**Commencement of work**" shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 1.1.12 "**Engineer-in-Charge**" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC – Rock Phosphate.
- 1.1.13 "**Engineer's Representative**" shall mean any resident Engineer or assistant to the Engineer-in-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.

- 1.1.14 “**Final Certificate**” in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC – Rock Phosphate.
- 1.1.15 “**Managing Director**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.16 “**Group General Manager (contract)/ General Manager (contract)**” shall mean the Group General Manager (Contract)/ General Manager (contract) of RSMML or his successor office.
- 1.1.17 “**Head of SBU & PC - Rock Phosphate**” shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.18 “**Plant Manager**” shall mean the Manager so designated under Mines Act. 1952 for Industrial Beneficiation Plant of Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.1.19 “**Letter of acceptance**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 1.1.20 “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.21 “**Period of liability**” in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the Company.
- 1.1.22 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.23 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.24 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.25 “**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.

INTERPRETATIONS:

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

Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

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

SECTION-III
INSTRUCTIONS TO THE TENDERER

TENDERER TO OBTAIN THE INFORMATION HIS OWN

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

TRANSFER OF TENDER DOCUMENTS

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

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.8 All document shall be 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.
- 3.9 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.
- 3.10 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.11 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.12 The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.13 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 and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.14 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.
- 3.15 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

- 3.16 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.17 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

CURRENCIES OF THE BID AND PAYMENT

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

3.19 SUBMISSION OF TENDERS

Tender offers along with covering letter (as per Form -1) are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work, specifying option number, etc.

Both the envelopes should be kept in a sealed envelope addressed to General Manager (Contracts), RSMML, Corporate Office,4-Meera Marg, Distt.- Udaipur, PIN 313001 . This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.

The sealed offers should be submitted in the office of the General Manager (Contracts), RSMML, Corporate Office,4-Meera Marg, Distt.- Udaipur, PIN 313001 on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

The Part – I “Techno – commercial Bid” should contain the detailed technical offer and copy of tender document (including addenda/corrigenda, if any) duly signed and sealed along with all its Annexure, Earnest Money Deposit. Any price indication should not be given in the Techno – commercial Bid. The following information / documents are to be given in the Part – I “Techno – commercial Bid”

- a) One complete tender document as issued by Company duly filled in, signed and stamped on each page by the tenderer/authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
- b) Earnest Money Deposit.
- c) Power of Attorney in favour of the authorized representative signing the tender, as required.
- d) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- e) Copy of PAN card & Service Tax Registration Number .
- f) Attested copy of the Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- g) Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
- h) Exceptions & Deviations statement” to be submitted by the tenderer in Form-4.
- i) Provident Fund Account Number of establishment and its effective date or undertaking as per tender format.
- j) Duly filled FORMS of tender document.
- k) Undertaking/affidavit as per Annex-A & E given in tender document.

- l) Duly attested copies of all such other documents as referred in the tender document.

Tenderer must submit copies of documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.20 PART-II Price Bid'

- (a) The 'Price Bid' shall be submitted in the prescribed format at Form-5, 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

- 3.21 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

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

- 3.25 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 4. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY

- 3.26 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.

3.27 The earnest money of a tenderer shall be forfeited in the following cases:-

- i If the successful tenderer withdraws or modifies the offer after submission of the tender.
- ii If the successful 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 successful 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.
- v If the successful tenderer does not commence the work as per the provisions of the contract.

VALIDITY

3.28 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 120days is liable to be rejected. The tenderer on its own shall not during the said period of 120days 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

3.29 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- i) Meets the eligibility criteria.
- ii) Has been properly signed;
- iii) Is accompanied by the required securities; and
- iv) Is substantially responsive to the requirements of the Bidding documents.

3.30 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

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

NEGOTIATIONS

- 3.35 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.
- 3.36 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.
- 3.37 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

- 3.38 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.

- 3.39 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.

CRITERIA FOR DECIDING LOWEST TENDERER (L₁)

- 3.40 The lowest total contract value of the tendered work shall be the criteria for deciding lowest tenderer.

PROCESS TO BE CONFIDENTIAL

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

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.43 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").
- 3.44 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 3.45 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.
- 3.46 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

- 3.47 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.

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

REFUSAL / FAILURE

3.49 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 .

3.50 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 under RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of contract , whichever is less.

SECTION- IV
GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.4.1 The successful tenderer shall furnish a Security Deposit of equivalent to 10% of the total contract value through Demand Draft in favour of RSMML, Udaipur /Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due 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 on non-judicial stamp paper of value 0.25% of BG value subject maximum of Rs. 25000/- issued from a Public Sector bank (except SBI) /ICICI/AXIS/HDFC Bank having its branch at Udaipur. 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 en-cash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.4.2 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 rendered “No claim and No Dues Certificate” to the Company
- 4.4.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.4.4 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance

and/or partial performance of any of the terms of the contract.

- 4.4.5 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.4.6 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.4.7 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.4.8 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.4.9 No interest is payable on S.D. amount.
- 4.4.10 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

4.5 **PROVIDENT FUND**

- 4.5.1 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 amendments & notifications, in respect of the employees engaged for the work.
- 4.5.2 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. The Contractor shall remit the PF due to the Regional Provident Fund Commissioner under intimation to the Company.
- 4.5.3 The contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act but are required to deposit the PF due to

the applicability of the Contract Laborer (Regulation and Abolition) Act may deposit the PF with the RSMML's P.F. Trust. In case the contractor remits PF dues to the RSMML's PF Trust then an additional amount @ 1.10% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. Such contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act are required to submit an affidavit on stamp paper of appropriate value as per annexure-B.

- 4.5.4 However, each running account bill must be submitted along with the name of the laborer/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the laborer/employees and employer's contribution, amount deposited in RPFC office against each laborer 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. Salary / wages to the employee deployed by the contractor should be made through bank account.

SUB-LETING OF WORK:

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

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

- 4.7.1 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and laborer as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

- 4.7.2 The contractor shall bear all liabilities for employee and laborer employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

- 4.7.3 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

STATUTORY OBLIGATION

- 4.8 The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the laborer law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local

authorities, including Directorate General of Mines' Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

TAXES

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

Service tax is the liability of the contractor and therefore, the rate offered for the services as required in tender document will be inclusive of service tax. The general present rate of service tax is at the 14.5%. While quoting the rates the bidders are advised to take into consider at ion the general and other exemptions if any, available to them under the provision of service tax act.

The Company shall fully entitle to deduct income tax and /or any other levies at sources as per rule and instructions as may be applicable for this purpose from l time to time.

VARIATIONS IN STATUTORY TAX DUTEIS & LEVIES.

- 4.10 Any fresh imposition/withdrawal or variation in statutory duties, taxes, or levies made by statutory authority after the last date of submission of bills will be reimbursed to the contractors or recovered by the company as the case may be the reimbursements to/recovery from the contractor will be made against submission of supporting documents and for only such taxes, duties, levies shall or directly applicable to the contract and reflect in his running bills.

INDEMNITY

- 4.11.1 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.11.2 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.

- 4.11.3 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.

WAIVER AND LIABILITY TO PAY COMPENSATION:

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

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

MANPOWER FOR THE WORK:

- 4.15.1 Sufficient manpower required for execution of the contractual work for round the clock will be deployed/ employed by the contractor and he will be wholly responsible to bear all wages/salary, emoluments, charges and for discharge of all

other legal obligations including all compensations payable under the workmen's compensation Act, 1923.

- 4.15.2 RSMML will not in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the laborers engaged by the contractor for this work.
- 4.15.3 The contractor shall have to make all payments to the workers/laborers/staff etc. engaged by him every month latest by the 7th day of the following month. In the presence of company official alternatively payment to individual bank accounts and receipt thereof may considered. The minimum wages applicable at present are to be followed.
- 4.15.4 If the contractor fails to pay to the workers/staff/labor any dues, RSMML may make arrangements for payment thereof after giving 15 day's notice to the contractor and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by RSMML.

OTHER CONDITIONS, OVERTIME ETC:

- 4.16.1 The working time at the site of work is 24 hours per day in 3 shifts. Overtime work may be permitted in case of need with the prior written approval of Engineer-in-Charge and company will not compensate the same. Shift working 3 shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. No extra claim will be entertained by the Company on this account. The contractor shall be responsible for idle wages if payable to his workers.
- 4.16.2 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

DISCREPANCIES BETWEEN INSTRUCTIONS:

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

SAFETY, SANITARY & MEDICAL FACILITIES:

- 4.18.1 The Contractor and/or his 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.

- 4.18.2 The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.18.3 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge / Plant Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.18.4 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 cost. Medical check-ups of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.
- 4.18.5 Whenever any of the Contractor's employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.
- 4.18.6 The Contractor shall be responsible for the proper conduct and behavior of all the workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

DAMAGE TO PROPERTY:

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

RIGHTS OF VARIOUS INTERESTS:

- 4.20.1 The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- 4.20.2 Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc, whatsoever.

POWER OF ENTRY

- 4.21 During execution of contract, if in the opinion of Engineer in Charge, it is that:
- (i) Contractor has failed to execute the Contract in conformity with contract document or
 - (ii) The contractor has substantially suspended work or the works for a continuous period of three days without permission from the Engineer In Charge, or
 - (iii) Contractor has failed to carry on and execute the works to the satisfaction of the Engineer In Charge, or
 - (iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
 - (v) Contractor has abandoned the works, or
 - (vi) Contractor during the continuance of the contract has become bankrupt.

then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute work by his employees. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

COMPANY MAY DO PART OF WORK:

- 4.22 Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional laborer force, tools, equipment and materials etc, on such parts of the work, as the Company may decide/designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus fifteen percent additional charges thereon to cover all departmental charges/expenses and the Contractor shall be bound by such decision of the Company.

POWER TO ORDER SUSPENSION OF WORK:

- 4.23 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider to make some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

LIENS:

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

COMPLIANCE IN RESPECT OF VARIOUS ACTS

- 4.25 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company:

- i) The Contract Laborer (Abolition & Regulations) Act 1971
- ii) The Payment of Wages Act, 1936
- iii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952.
- iv) The Payment of Bonus Act 1965.
- v) The Mines Act 1952.
- vi) The payment of Workmen's Compensation Act 1923.
- vii) The Minimum Wages Act., 1948
- viii) The Payment of Gratuity Act.
- ix) Air & Water Pollution Acts
- x Mines Rules 1952
- xi Environment Protection Act 1986 and Environment Protection Rules 1986
- xii Fatal Accident Act,
- xiii) Motor Vehicles Act-1988
- xiv) Industrial Dispute Act, 1947
- xv) Forest conservation Act 1980
- xvi) Mines Vocational Training Rules 1966
- xvii) Standing Order Act 1946
- xviii) RTPP Act

4.26 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.

4.27 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.

4.28 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them.

4.29 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices.

INSURANCE AND LIABILITY:

4.30.1 Insurance shall be effected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. The contractor shall get insured all his employees under Universal Health Insurance

Scheme.

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

LIABILITY FOR ACCIDENT TO PERSONS:

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

FORCE MAJEURE:

- 4.32 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contractor if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office, 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 , operation of IBP or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has

been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

NOTICES:

4.33.1 Service of Notice on Contractor:

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

4.33.2 Service of Notice and communication with the company & 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, if dispatched by registered AD/Speed post to the Company's Group General Manager at Rajasthan State Mines & Minerals Limited, Jhamarkotra Mines-313015 Distt. Udaipur and a copy to authorized representative/Engineer In charge at the Mines.

4.33.3 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION:

4.34.1 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 to the contractor:-

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

been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

4.34.2 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

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

(a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work,

(b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

4.34.4 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

4.34.5 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up-to the date of such termination.

DISPUTE, JURISDICTION

4.35 The place of the contract shall be Jhamarkotra Mines, Distt Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC (Rock Phosphate) of the company shall be final and binding.

4.36 No courts other than the courts located at Udaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.

4.37 The contractor shall not stop or abandon the work due to and during the pendency

of such disputes or differences.

4.38

APPEALS:

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

SECTION-V
SPECIAL CONDITIONS OF CONTRACT (SCC)

APPLICABILITY

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

Special Instructions for the tenderers

- 5.1 Introduction
The Rajasthan State Mines & Minerals limited is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc. The rock phosphate concentrate is produced from the processing of low grade ore in the main process plant in the form of powder at Industrial Beneficiation Plant at Jhamarkotra Mines; district Udaipur in the state of Rajasthan. The Jhamarkotra Mines is situated at an approximate distance of 27 Km from the town of Udaipur in Rajasthan.

CLIMATE

- 5.2 The work site has a high mean temperature and is subject to extreme climatic changes. The atmosphere is dry with little moisture during first three months of the year. From April onwards, temperature starts shooting up and the summer begins. During summer season of April to June, temperature rises to around as high as 45° C at the peak.

PREQUALIFICATION CRITERIA

- 5.3 Pre Qualification Criteria
- 5.3.1 i) The tenderer should have minimum turnover of Rs. 1.93 lacs in any one of the immediate three preceding financial year i.e. 2012-13, 2013-14 & 2014-15 in its own name.
- 5.3.2 The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.
- 5.3.3 Tenderer have to declare whether they are coming under MSMED Act or not, if yes then give registration number alongwith copy of the same. Tenderer as a consortium is not allowed to participate in this tender.
- 5.3.4 The tenderer/bidder who have earlier been suspended or banned or whose contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.
- 5.3.5 The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted. The company reserves

its right to call for any additional information whatsoever to check the eligibility of the tenderer.

- 5.3.6 The tenderer shall be pre-qualified on the basis of documents furnished along with bid in support of above criteria, prior to the detailed evaluation of techno-commercial bid of the tender. The decision of the company will be final and binding in this regard.
- 5.3.7 The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The Company may reject any tender based upon the past performance record of the tenderer (or of the business firm, companies, concerns, Societies with which the tenderer are associated) with company.
- 5.3.8 Even though the bidders meet the qualifying criteria, they are subjected to be disqualified, if it is established that tenderer has made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirement, and /or it is established from our records that the tenderer has proof performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failure etc.

WATER SUPPLY, POWER AND LAND FOR OFFICE

- 5.4 Land for Contractor's Field Office.
- (i) The company shall at its own discretion and convenience will make available land for temporary construction of contractor's field office (as per requirement in the scope of work) The contractor shall at his/its own cost construct all such temporary office with suitable water supply, electricity and sanitary provisions etc. in the place/s and as per the plan/s approved by the Engineer in charge.
- (ii) On completion of the entire contract work undertaken by the contractor such temporary structure/s etc. shall be removed by the contractor at his/its cost and site cleared as per the directions of the Engineer in charge. If the contractor fail to comply with such directions, the Engineer in charge may at the expense/s of the contractor, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the contractor shall have no claim whatsoever in respect thereof.
- (iii) The company reserves the right to ask the contractor at any time during the pendency of the contract to vacate the land, site, temporary buildings etc. by giving 7 days notice on security reasons or on material interest by providing alternative site at the cost and risk of Contractor. The company also reserves the right to take over the said temporary structures/buildings in lieu of reasonable compensation, as mutually settled.

5.5 WATER SUPPLY

Contractor will have to make independent arrangements for supply of drinking water.

POWER SUPPLY

- 5.6 Power will be supplied free of cost by the Company for execution of the work.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

- 5.7 Following details are required to be furnished by the successful tenderer to the Engineer-in-charge at the time of commencement of work at IBP Jhamarkotra Mines.
- i Attested copy of Letter of Acceptance for the works.
 - ii Details of the personnel who will be engaged for execution of the work.

REPORTS

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

SCOPE OF WORK

- 5.9 The scope of work shall be as below:
- a The following works are to be carried out on regular basis.
 - i Security, ward and watch of equipment, machinery installed at tailing dam site including slurry and return water pipe line
 - ii Operation of all pumps on regular basis in all the three shifts.
 - iii Regular watch of dry stone masonry cemented boundary wall rectify the same if found damaged by animal/man and to ensure no entry of animal into the dam's reservoir area.
 - iv To provide facility at site for and to carry out the plantation works in down stream area of dam and in the near by possible area. (at least one tree plantation per week.).
 - v The maintenance, (Mech, Elect, Instn) repair, supply of all spares, for all the equipments, machinery shall be carried out by the RSMML and only operation is in the scope of this work.
 - b The contractor shall have his own arrangement of transportation, communication, shelter, food, drinking water etc required for normal working at tailing dam site for the person engaged by them.

CONTRACT PERIOD

- 5.10 The period of contract shall be one years from the date of letter of Acceptance / work order.

COMPENSATION

- 5.11.1 In case the contractor fails to commence the work within 30 days from the date of issuance of LOA / DLOA, the company shall recover a pre-determine and agreed compensation at the rate 0.5% of the contract value on weekly basis from the contractors if, the delay is on account of contractor. In the event the compensation exceeds 2% of annual contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company
- 5.11.2 If the contractor fails to comply the instruction of officer in-charge regarding pump operation at tailing dam or any other instruction as per scope of work, compensation may be levied on contractor by RSMML an amount equal to ½% of the annual contract value for each day, subject to maximum 10% of annual contract value. The compensation levied on the contractor shall be recovered from his monthly payment.
- 5.11.3 The decision of GGM (SBU & PC -Rock Phosphate) will be final and binding on the contractor in this regard.

RIGHT TO REVIEW PERFORMANCE

- 5.12.1 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.
- 5.12.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

RISK & COST

- 5.13 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 production/excavation (work) 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.

PAYMENT

- 5.14.1 For payment purposes the contractor shall raise the bill on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer-in-charge. The rates as accepted by the Company shall only be considered for billing purpose.
- 5.14.2 The Contractor, on submitting the bill duly verified by the Engineer In-Charge for the work done, is entitled to receive a monthly payment within a period of fifteen (15) days after submission of the bill.

- 5.14.3 In case the contractor does not perform his duty (as per requirement and in accordance to Scope of work) as assigned to him for the reasons not attributable to the Company, proportionate deduction shall be made from the bill for number of days of default.
- 5.14.4 The payment against each bill will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 5.14.5 The Company shall make payment due to the Contractor by RTGS/Online transfer/ crossed Account Payee cheque.

WAGES

- 5.15 The Contractor shall furnish copies of wage payments to the Engineer-in-charge on or before 7th of each month in respect of the preceding month and maintain proper records thereof for the aforesaid purpose to the satisfaction of the Engineer-in-charge. The wage payment to be made through bank transfer.

WITHHOLDING PAYMENTS TO CONTRACTOR AND COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR

- 5.16.1 Progressive payments at any time may be withheld or reduced if, in the opinion of the Company the Contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the Contractor fails to pay his laborer, for material and other bills as they become due. The Company shall in no way be responsible for such withholding of payments.
- 5.16.2 The Company shall have lien on all amounts that may become due and payable to the Contractor under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor and the security deposit, bank guarantee etc furnished by him under the contract for or in respect of any debit or sum that may become due and payable to the Company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor, unless the Contractor pays and clears the claim in full immediately on demand in cash to the Company.

CLOSING OF THE CONTRACT

- 5.17 Within 60 days 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 completion certificates as to the completion of work and clearing of the areas where he has worked if necessary.
- 5.18 **APPLICATION FOR COMPLETION CERTIFICATE.**
- 5.18.1 When the Contractor fulfils all his/its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate.

- i) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor.
- ii) Details of PF deposited by the contractor.
- iii) No claim certificate by the contractor, in favor of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- iv) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

5.18.2 The Engineer-In-Charge shall formally issue completion certificate within 60 days on receiving application from the Contractor.

5.18.3 The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within 15 days from the date of issue of completion certificate.

FINAL CERTIFICATE

5.19 Upon expiry of the period of liability and subject to the Engineer-in-charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager (SBU Head) shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager (SBU Head).

FINAL PAYMENT

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

5.20.2 All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final payment.

5.20.3 No claim shall be made or be filed by the Contractor and the Company shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims

and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-Charge or any other person relating to or effecting the work.

- 5.20.4 Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

UNDERTAKING

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

For and on behalf of the tenderer

(Authorized Signatory)

Seal & Dated

LETTER OF SUBMISSION OF TENDER

(On the letter head of the tenderer)

FROM:**DATE:****To:**

The Group General Manager (Contracts),
Corporate office,
Rajasthan State Mines & Minerals Ltd.,
UDAIPUR 313001 (Raj).

Sub: "Operation of return water pumps, ward & watch of installation at tailing dam site and afforestation in surrounding area" at IBP of Jhamarkotra Rock Phosphate Mine"

Ref: Tender No. RSMM/CO/GGM (Cont)/Cont-30/2015-16 Dtd 04.03.2016

Dear Sir,

1. I/We possessing requisite resources, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the 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 in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

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

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose 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.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/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.

Signature of tenderer(s)

Date,

With the seal of the firm.

Witness

Name & Address

**LIST OF DOCUMENTS TO BE ENCLOSED WITH TECHNO-COMMERCIAL (PART I)
BID'**

- i.) If downloaded from the web site, then tender document fee as per NIT.
- ii.) Earnest Money Deposit as per NIT.
- iii.) Power of Attorney in favour of the authorized 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/ notary public as the case may be.
- v.) One complete tender document as issued by Company/Downloaded from website duly filled in, signed and stamped on each page by the tenderer/authorized representative of the tenderer, in token of the acceptance of the terms and conditions of this tender.
- vi.) Attested copy of the audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- vii.) "Exceptions & Deviations "
- viii.) Attested copy of PAN no
- ix.) Attested copy of Service Tax Registration Number
- x.) Attested copy of Provident Fund Account Number of establishment and its effective date or Undertaking as per annexure B.
- xi.) Undertaking as per annexure A & E of tender document.
- xii.) Any other document as requested in the tender document.

Note:

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

(Authorized Signatory)

DETAILS OF PRESENT COMMITMENT(if Any)

(On the letter head of the tenderer)

Ref: Tender No. RSMM/CO/GGM (Cont)/Cont-30/2015-16 Dtd 04.03.2016

Name of Tenderer _____

S. No.	Name of Organization for whom working	Brief of work & order no.	Quantity & value of work	Contract Period	Value of work	% of work completed	Likely Date of completion	Remarks

Certified that the above information is correct.

Signature of Tenderer

EXCEPTIONS AND DEVIATION

(On the letter head of the tenderer)

Ref: Tender No. RSMM/CO/GGM (Cont)/Cont-30/2015-16 Dtd 04.03.2016

Name of Tenderer _____

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

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

**Signature of tenderer(s)
With the seal**

PROFORMA FOR PRICE BID

(On the letter head of the tenderer)

This part of tender should contain the 'PRICE BID' only and should be submitted in a separate sealed envelop super scribing on the envelop the tender No., Name and Address of the tenderer and indicating in bold letter 'PRICE BID' only. The Price Bid should be submitted, strictly in Proforma as given below:-

Ref: Tender No. RSMM/CO/GGM (Cont)/Cont-30/2015-16 Dtd 04.03.2016

Name of Tenderer _____

“Operation of return water pumps, ward & watch of installation at tailing dam site and aforestation in surrounding area” at IBP of Jhamarkotra Rock Phosphate Mine”

S.No.	Item Description	Contract period	Rate (in figure & in words) per month basis
1.	Operation of return water pumps, ward & watch of installation at tailing dam site and aforestation in surrounding area” at IBP of Jhamarkotra Rock Phosphate Mine	12 months	

Note:

1. In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
2. All incidental contingent works required for performance of works as above shall be done by tenderer at its cost and expenses and it would not qualify for extra payment.
3. The rate quoted will be inclusive of all applicable taxes, duties, including service tax @ 14.5%, while quoting the rates the bidders are advised to take into consideration the general and other exemptions, if any, available to them under the provision of service tax act.

Dated: -----

(Authorized Signatory)

Place: -----

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

AFFADAVIT

Ref: Tender No. RSMM/CO/GGM (Cont)/Cont-30/2015-16 Dtd 04.03.2016

Name of Tenderer

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

Dated: -----

Signature of Tenderer(s)
(Authorized Signatory with seal)

Place: -----

**Undertaking for PF declaration on non-judicial stamp paper
(For those who do not have the PF registration no.)**

I _____ S/O _____
_____ aged _____ Years _____ Resident of _____ On behalf of the tenderer i.e. M/S
_____ Hereby take oath and state as under:

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

Deponent
(Authorized signatory)

Verification

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

Deponent
(Authorized signatory)

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector Bank (except SBI Bank) / ICICI/Axis/HDFC bank having its Branch office at Udaipur on non-judicial stamp paper of value 0.25% of BG value)

B.G _____ Dated _____

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

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

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

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.

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. _____.

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.

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 - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.

We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said 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.

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.

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.

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

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

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

IN WITNESSETH I, HEREBY _____ SON OF _____(designation)_____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____ 2015.

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 For procurement in response to their Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) Filing an appeal

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

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

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

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

- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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