



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

e-TENDER DOCUMENT

FOR

**“Shifting of Concentrate at Industrial Beneficiation Plant
Jhamarkotra Mines”**

**e-Tender No.
RSMM/CO/GGM (Cont)/Cont-34/14-15 Dated 02.03.2015**

Issued by:

General Manager (Contracts),

Corporate Office, RSMML, Udaipur – 313001

Cost of Non Transferable Tender Document (including VAT) : Rs 4560/-

Date of downloading of Tender: From 04.03.2015 to 07.04. 2015 up to 1.00 pm

Last Date of Online Submission of Tender: 07.04.2015 up to 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 08.04.2015 at 3:30 PM

Registered Office:
C-89 Jan path Lal Kothi Scheme,
Jaipur –302 015
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Corporate Office:
4, Meera Marg, Udaipur -313001
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RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office : 4, Meera Marg, Udaipur (Raj)
Phone : 0294-2803519, 2428763-67,2803519 fax 0294-2428768,2428739

Ref. no :-RSMM/CO / GM(Cont)/Cont-34/14-15

Dated: 02.03.2015

NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:-

Brief Description of work	Estimated Annual Quantity	Period of contract	Earnest Money (Rs.)
Shifting of Concentrate at Industrial Beneficiation Plant	3,00,000 MT (wet basis)	2 Years	Rs. 2.94 lac
Cost of tender document is Rs. 4560/- (Inclusive of VAT) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 04.03.2015 to 07.04.2015 up to 1.00 pm		
Last Date & Time of online Submission of offer	07.04.2015 up to 3.00pm,		
Date of opening of Techno Commercial offer	08.04.2015 at 3:30 pm, at C.O. Udaipur		

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

- Tenderer should have minimum turnover of Rs. 73.62 Lac in any one of the last three preceding financial years i.e. 2011-12, 2012-13 & 2013-14 in tenderers name.

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

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid, duly attested copy of audited balance sheet in support of turnover should be submitted in support of above. The decision of the company will be final and binding in this regard. It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the turnover of lead partner/member will be considered.

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

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

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

General Manager (Contracts)

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

2.0 DEFINITIONS:

- 2.1 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.
- 2.1.1 "**Agent**" shall mean the Agent for Industrial Beneficiation Plant so notified by the company in this behalf.
- 2.1.2 "**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.
- 2.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.5 "**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.
- 2.1.6 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.7 "**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.
- 2.1.8 "**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 acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 2.1.9 "**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.
- 2.1.10 "**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.
- 2.1.11 "**Commencement of work**" shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 2.1.12 "**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.
- 2.1.13 "**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.

- 2.1.14 “**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.
- 2.1.15 “**Managing Director/Management**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.16 “**General Manager (contract)**” shall mean the General Manager (Contract) of RSMML or his successor in the office so designated by the Company.
- 2.1.17 “**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.
- 2.1.18 “**Plant Manager**” shall mean the Manager so designated for Industrial Beneficiation Plant of Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2.1.19 “**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.
- 2.1.20 “**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.
- 2.1.21 “**Rock Phosphate Concentrate**” shall mean concentrate produced from low grade rock phosphate ore in the main process plant in the form of powder.
- 2.1.22 “**Period of liability**” in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the Company.
- 2.1.23 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2.1.24 “**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 to the scheduled quantities and quantities of 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.
- 2.1.25 “**Schedule of quantities and Rates**” shall mean the quantity of shifting of concentrate incorporated in the contract, for the execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- 2.1.26 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 2.1.27 “**Tonne**” shall mean metric tonne (1000 Kilograms).

2.2 INTERPRETATIONS:

- 2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2 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.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 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.
- 2.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.9 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.
- 2.2.10 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.
- 2.2.11 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION-III
INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen

doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

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

3.2 Tender Procedure

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

3.3 Tender Document Fee

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if
- e) The Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.7 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 3.8 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.10 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.11 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

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

ADDENDA/CORRIGENDA

- 3.15 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.16 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

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

SUBMISSION OF TENDERS

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

- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gezatted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iii) Copy of PAN card & Service Tax Registration Number.
- iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- v) 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
- vi) “Exceptions & Deviations statement” to be submitted by the tenderer in form -3 of tender document
- vii) Provident Fund Account Number of establishment and its effective date or undertaking as per annexure-C
- viii) Duly filled form 1 & 2 and annexure B and I of tender document.
- ix) Undertaking/affidavit as per annexure D & F given in tender document.

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

3.20 PART-II Price Bid’ (BOQ)

- (a) The ‘Price Bid’ shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-4/ BOQ 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

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

EARNEST MONEY

- 3.26 The tenderer must pay Earnest Money/Bid Security as per detailed out in NIT (having validity of three month) in the form of crossed demand draft in favour of “RSMML” and drawn on any nationalised/scheduled bank at Udaipur and the same shall be submitted as detailed above in original with technical bid, 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 if it is form of bank guarantee, if SD in form of cash then it will be appropriated towards a part 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 tenderer withdraws or modifies the offer after submission of the tender within the validity period.
 - ii) If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

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 other wise 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.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

3.35 The price bid of techno-commercially qualified tenderers will be evaluated to ascertain the lowest bidder. The tenderer with lowest sum total of quoted rates in price bid/BOQ. BOQ/Form 4 will be decided as L-1.

NEGOTIATIONS

- 3.36 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.
- 3.37 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.
- 3.38 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

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

PROCESS TO BE CONFIDENTIAL

- 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.

3.45 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 procurement , whichever is less.

SIGNING OF THE CONTRACT AGREEMENT

3.46 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.

3.47 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

3.48 The Company reserves the right –

- i) to reject any or all the tenders, in part or in full, without assigning any
- ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) to increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv) not to carry out any part of work.
- v) to reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter. The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

3.49 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

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

Section- IV

GENERAL CONDITIONS OF CONTRACT

4.1 INTERPRETATION OF CONTRACT DOCUMENT

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.

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.

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.

4.2 SECURITY DEPOSIT

- i. The successful tenderer shall furnish a Security Deposit of 10 % of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract.
- ii. The successful tenderer shall furnish a Security Deposit 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 fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU Bank (except State Bank of India) /ICICI/Axis/HDFC bank having its branch at Udaipur on non –judicial stamp paper of 0.1% of BG value or Rs. 200/- whichever is higher. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- iii. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company.
- iv. 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.
- v. 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.
- vi. 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.

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

4.3 PROVIDENT FUND

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

4.4 LEGAL & STATUTORY OBLIGATIONS

- i. The contractor shall comply with the standard practices framed there under and regulations laid down by the Company/Government of India/Govt. of Rajasthan from time to time.
- ii. All relevant labour laws and safety regulations are required to be followed by the Contractor during the tenure of contract.
- iii. The proof of payment of contribution towards Provident Fund to the Regional Provident Fund Commissioner as per prevailing rules for all the employees of the contractor working at site shall have to be enclosed along with each bill submitted for payment. The contractor must be registered with Regional Provident Fund Commissioner.

- iv. Before commencement of the work, contractor shall be required to obtain and submit us suitable insurance policy covering workmen compensation for all the employees working at site against any injury or death. This insurance policy shall be valid till the completion of the work.
- v. On completion of the work, the contractor shall apply to the Engineer-in-charge for issue of completion certificate and the same will be issued within one month of completion of the work in all respects.
- vi. The contractor shall perform, the contract work in accordance with all applicable codes, statutory regulations. It is agreed and understood by and between the parties hereto that the contractor shall comply with applicable law, rules, and regulations and by laws whether now in force or which may thereafter come in force during the currency of the contract and/or exclusion thereof.
- vii. The contractor shall be responsible for compliance of the provisions of work men's Compensation Act,1923, Employees Provident Fund and Miscellaneous Provision Act, 1952, Payment of Gratuity Act 1972. Contract Labour (Regulation & Abolition Act, 1970, Payment of wages act 1936, minimum wages act 1949, payment of bonus act 1956, mines act 1952. Industrial act 1947 or any other similar enactment's /rules made there under and statutory modification thereof the liability in respect of shall be that of contractors only.
- viii. The contractor shall maintain and provide records of all his employees entering the mine in Form B &, form E registers as per provisions of Mines Rules, 'these registers duly maintained and updated should be kept in the office at the mine, so that the same is available for inspection by any statutory authority.
- ix. The contractor shall be required to take Health & Accidental Insurance Policy (Universal Health Insurance Policy) for his employees from Oriental Insurance Company Ltd. as per directives of Government of Rajasthan vide letter no. 08/854, dated 16.05.2008 within a period of one month from the date of commencement of the work.
- x. The contractor has to release his employees for vocational training at our V.T. Centre as per directives of engineering in charge of contract.

4.5 SUB-LETING OF WORK:

The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein. Doing so shall render the contract to be terminated on risk and cost of the contractor.

4.6 DRAWINGS AND SPECIFICATIONS

Wherever it is mentioned in specifications /drawing/other documents or instructions that the contractor shall perform certain work and/or provide certain facilities, it is understood that the contractor shall do so at his own cost.

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

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

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

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

4.8 TAXES

The rates 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 rates quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on what so ever ground.

Service tax the rate offered for the services as required in tender document will be inclusive of service tax. As per recent Budget proposal the likely rate of Service Tax is @ 14% and surcharge if any. However any increase/decrease in the rate of service tax as compare to present rate will be reimbursed/recovered to/from the contractor.

4.9 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

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

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

4.10 INDEMNITY

The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised 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.

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.

Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, Workmen compensation act and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

4.11 WAIVER AND LIABILITY TO PAY COMPENSATION:

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 equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

4.12 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

4.13 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

4.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

4.15 PROTECTION OF WORK:

During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the

same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

4.16 USE OF COMPLETED PORTIONS:

Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof. Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.

All necessary repairs and renewals in the work or part thereof, shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the reminder of the work, the Company may grant such extension of time as it may consider reasonable if so requested by the Contractor. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor by the Engineer-in-Charge whether specifically mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-in-Charge. The work in the mining areas shall be done strictly in accordance with the provisions of Mines Act 1952, Metalliferous Mines Regulations 1961 and directives issued from time to time by the Directorate General of Mines Safety and/or other statutory authority.

4.17 COORDINATION AND INSPECTION OF WORK:

The co-ordination and inspection of the day to day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-in-Charge or his authorised representative. A register shall be maintained by the Contractor in which the Engineer-in-Charge after inspection shall write the instructions to be issued by the Engineer-In-Charge and these will be signed immediately by the Contractor or his authorised representative by way of acknowledgement.

In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors, working in the area and the departmental work of the Company being executed in other areas of the mine. The Contractor shall confer with Engineer-in-Charge regarding details, pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid

interference with the facilities and the work of other contractor/s and departmental work of the Company.

4.18 WORK IN MONSOON:

The shifting of concentrate work will entail working in the monsoon also. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his own cost. The contractor should plan the execution of work in monsoon season, well in advance.

4.19 WORK ON WEEKLY DAY OF REST AND HOLIDAYS:

Subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on the weekly day of rest and holidays, the Contractor will approach the Engineer-in-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Company from time to time.

4.20 OTHER CONDITIONS, EXTRA HOURS ETC:

The working time at the site of work is 48 hours per week. Extra hours 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 2 or 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. The provisions of Contract (R&A) Act 1970 and Workman Compensation Act 1923, Minimum Wages Act 1948, payment of Wages Act 1936 & rules made there under etc. should be kept in view, while detailing matters like wages, working hours, extra hours 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.

4.21 MATERIALS TO BE SUPPLIED BY CONTRACTOR

The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.

If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be affected/delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such materials to the Company at work site on issue rates plus ten(10) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company which ever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in the execution of the works. The Contractor shall provide all necessary materials, equipment and labour etc for the execution and maintenance of the works until final completion thereof.

4.22 DISCREPANCIES BETWEEN INSTRUCTIONS:

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.

4.23 INSPECTION OF WORKS:

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

4.24 CONTRACTOR'S OFFICE AT SITE:

The Contractor shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and/or other communications etc, on its behalf from the Company

4.25 SAFETY, SANITARY & MEDICAL FACILITIES:

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.

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 currency of contract.

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.

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.

4.26 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

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

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.

The Contractor shall be responsible for the proper conduct and behaviour 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 neighbourhood 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.

4.27 DAMAGE TO PROPERTY:

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 wilful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

4.28 RIGHTS OF VARIOUS INTERESTS:

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.

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.

4.29 POWER OF ENTRY

During execution of Contract, if in the opinion of Engineer In-charge, it is found that:

- i) Contractor has failed to execute the Contract in conformity with contract document or
- ii) Contractor has substantially suspended work or the works for a continuous period of 3 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

vi) Contractor has abandoned the works, or
vii) Contractor during the continuance of the contract has becomes bankrupt.
then in any of such event (s), 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.

4.30 COMPANY MAY DO PART OF WORK:

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

4.31 POWER TO ORDER SUSPENSION OF WORK:

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.

4.32 LIENS:

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

4.33 RIGHT OF WAY:

The right of way for the facilities to be constructed under the contract will be provided by the Company. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.

When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision, as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

4.34 CHANGES IN CONSTITUTION:

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

IF THE CONTRACTOR DIES:

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

4.35 COMPLIANCE IN RESPECT OF VARIOUS ACTS

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 thereunder 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 thereunder including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company:

- i) The Contract Labour (Abolition & Regulations) Act 1970
- ii) The Payment of Wages Act, 1936
- iii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv) The 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 1955
- xi) Environment Protection Act 1986 and Environment Protection Rules 1986
- xii) Fatal Accident Act,
- xiii) Motor Vehicles Act, 1939,
- xiv) Industrial Dispute Act, 1947,
- xv) RTPP Act, 2012

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.

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.

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

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

4.36 COMPENSATION AND LIABILITY:

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.

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.

The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

4.37 LIABILITY FOR ACCIDENT TO PERSONS:

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.

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.

4.38 FORCE MAJEURE:

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, accumulation of stock of saleable concentrate, non-availability of mineral at mines and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

4.39 NOTICES:

4.39.1 Service of Notice on Contractor:

Any notice hereunder may be served on the Contractor or his/its duly authorised 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 authorised agent at the work site and at Udaipur. Service of Notice and communication with the company & the Engineer-in-charge.

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

- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Rajasthan State Mines & Minerals Limited, Jhamarkotra Mines-313015 Distt. Udaipur and copy to authorized representative at the Plant Manager, Industrial Beneficiation Plant, Jhamarkotra Mines-313015 Distt. Udaipur, and
- (b) In the case of the Engineer In-charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

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

4.40 TERMINATION:

- 4.40.1 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.
- 4.40.2 Before determining the contract, as aforesaid, and provided that, in the judgement 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.
- 4.40.3 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, authorised or required to be recovered or retained by the Company.
- 4.40.4 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.
- 4.40.5 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.

4.41 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.

4.42 DISPUTE, JURISDICTION

- i) 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.
- ii) No courts other than the courts located at Udaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii) The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Section-V
Chapter -1

SPECIAL CONDITIONS OF CONTRACT

5.1 APPLICABILITY

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

5.2 INTRODUCTION

The Rajasthan State Mines & Minerals limited is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, ignite 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.

5.3 PREQUALIFICATION CRITERIA

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

- i) Tenderer should have minimum turnover of Rs. 73.62 Lac in any one of the last three preceding financial years i.e. 2011-12, 2012-13 & 2013-14 in tenderers name.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case. The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

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

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

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

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever. The company reserves the right to accept or reject or cancel any or all tenders without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The company shall not be responsible for any postal or loss of offer. Offers furnished through Fax/ /E-Mail/ Telegram etc. shall not be considered. The RSMML will not entertain any claim on account of late receipt/postal delay /non-receipt of tenders

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

- a. made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
- b. poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

5.4 WATER SUPPLY, POWER AND LAND FOR OFFICE ETC.

i. LAND FOR CONTRACTOR'S FIELD OFFICE, WORKSHOP ETC.

- a. The company shall at its own discretion and convenience will make available land for temporary construction of contractor's field office, go-downs, workshop, etc. (as per requirement in the scope of work) The contractor shall at his/its own cost construct all such temporary structures or buildings 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.
- b. 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.
- c. 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.
- d. Residential/Official Accommodation (in specific condition only) Subject to the availability of accommodation in the residential colonies/mines of company, residential/official accommodation respectively, could be provided on chargeable basis to the contractor at the discretion of the Engineer in charge. However, it will be the sole responsibility of the contractor to make suitable arrangements at his/its cost for accommodation for his/its own staff and labour as required under the law.

ii. Water Supply

Contractor will have to make independent arrangements for supply of water beyond the indicated source to its working areas. All storage arrangements and distribution system up-to the end-use points, will have to be carried out by the contractor at its own cost. In case the indicated source of water belongs to the Company no cost of water shall be charged and shall be made available at one point, else, the contractor have to arrange for it and have to bear the cost whatsoever it may be.

iii. POWER SUPPLY

Subject to the availability and directions of the Power Distribution Agency or through other resources as may be imposed from time to time, power will be supplied free of cost by the Company.

The Company reserves the right to assess the requirement of the power consumption for the work. The Contractor has to ensure the consumption within the units assessed by the Company.

The Contractor shall use only diesel operated equipments and no electrically operated equipment for shifting of concentrate etc. shall be permitted. Moreover non-availability or less than adequate supply of power will not form any grounds whatsoever for disruption of work and any claim on that account.

5.5 ARRANGEMENT FOR DIESEL

The Contractor has to make its own arrangements for Diesel procurement and storage for use exclusively for the purpose of the contract.

5.6 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

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 work.
- ii) Details of the personnel who will be engaged for execution of the work.
- iii) List of the equipment/machinery etc.

5.7 REPORTS

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.

5.8 SCHEME OF WORK

- i.) The machines & equipments etc deployed by the Contractor for handling of the work shall be such as will ensure satisfactory rate of progress of work and achievement of monthly schedule of shifting of concentrate, which, in the opinion of the Company will ensure the completion of the works within the time herein specified. Further, the work should be executed strictly in conformity with the provisions of various Acts & Laws and all relevant rules, bye-laws and statutory provisions and instructions given by the Company and/or Engineer-In-Charge from time to time.
- ii.) The Contractor shall give the company full information in advance as to his/its plans for carrying out the works. If at any time before the commencement or during the progress of the work, any part of the contractor's equipment or facilities, or any of his/its method of execution of the work, appears to the Company to be unsafe or inadequate or his/its organization insufficient to ensure the required quality and rate of progress of the work, Company may order the Contractor to change or increase and improve his/its equipment facilities, method of work, organization etc, and the contractor shall promptly comply with such orders, but failure of the Company to issue such orders shall not relieve the contractor and his/its obligation to secure the degree of safety, the quality of work and the rate of progress required by the contractor for execution of his/its works under the contract. The Contractor alone shall be responsible for the safety, security and adequacy of his equipment, personnel and method of work etc.
- iii.) The Contractor shall deploy the requisite machinery and/or equipment at the site of work on/or before expiry of mobilization period so as to execute the work as per time schedule. The contractor shall also deploy the required ancillary equipment and provide spares etc. to complete the work within the scheduled time period and to meet its contractual obligations.
- iv.) The contractor shall further provide any ancillary equipment, spares, other stores items, if required at its cost from time to time to complete the works under the contract.
- v.) The contractor shall maintain the principal equipment and ancillary equipment those brought to the site for execution of contract as long as they are required for the satisfactory progress of work. No equipment will be de-mobilised from the site without prior approval of the Engineer in charge.
- vi.) The company shall not be made liable for any damage and/or compensation for idling of any of the equipment/and manpower for any reason whatsoever.

5.9 SCOPE OF WORK

- i.) Shifting of Phosphate Concentrate (shall be in cake form having moisture up to 22%) involving the following activities:-
- ii.) Shifting of phosphate concentrate from the area below the tripper trolley (CBC – 2) to an area (approx. 50-60 meters away) by the front-end loader/s of suitable capacity.
- iii.) In case of breakdown of Conveyor Belt (CBC-2) and/or Conveyor Belt (CBC-1) or any other failure of related equipment/s, the shifting of phosphate concentrate from the old storage yard to an area out side the old yard building by the front end loaders of suitable capacity.
- iv.) Re-handling of phosphate concentrate from above mentioned areas to a designated place within the concentrate storage yard by means of tippers / dumpers & front end loader/s for blending purpose including formation of stacks of saleable products as per direction of Engineer Incharge. For this purpose lead for transportation may be considered about 100 meters maximum for new concentrate yard & 400 Meters in the case of material handled from old concentrate storage yard.
- v.) Sprinkling of water within the new concentrate storage yard / old concentrate storage yard for dust suppression. For that water will be made available within the IBP area free of cost.
- vi.) The shifting of concentrate and its transportation to make saleable heap of concentrate after proper blending with different grades of concentrate shall have to be carried out as per sequence of operation and as per direction of the Engineer in charge.
- vii.) In case at any time the performance of the contractor as a whole or in part is not found satisfactory, then the company will issue notice, giving three days to improve the same. If the contractor fails to improve its performance within this period of three days, then the company may get that part/the entire work done by the other agency at the risk & cost of the contractor without any further notice.
- viii.) Scrapping of accumulated material from yard and stacking the same as and when required
- ix.) Adequate fleet of vehicle/equipment including front end loaders, tippers/dumpers, and water sprinkler etc for suitably completing the tendered quantity shall be deployed by the contractor. The deployed vehicle/equipment should be in suitable working condition to complete the job as per work requirement. The contractor shall also make available the backup equipment in case of breakdown. Equipment model shall not be less than 5 year old.
- x.) The contractor shall also provide the front end loader in addition to above for carrying out miscellaneous works like shifting/transporting of heavy machinery parts, removal of grit discharges from flap gate of Roller press, cleaning of nullahs, rescue operations of trapped animals in concentrate yard/ tailing dam etc, rescue operation at the time of fire occurrence and making bunds to control escaping water/tailings at tailing dam. The contractor shall ensure deployment of front end loader for a minimum of 60 hours per month.

SECTION-V-CHAPTER-2
QUANTUM OF WORK, PERIOD OF CONTRACT, TIME SCHEDULE ETC.
AND COMPENSATION FOR DELAYS AND SHORTFALL ETC.

5.10 ESTIMATED QUANTUM OF WORK:

The estimated quantum for Shifting of phosphate concentrate (as per scope of work) is 3.00 lac MT per year (wet basis). The quantity mentioned is indicative only. Contractor has to shift the concentrate as directed by the Engineer-in-Charge. The Contractor shall mobilize his resources in such a manner that approximately 25,000 MT (Twenty five Thousand MT) per month of concentrate can be shifted in the designated area around new /old concentrate yard. In addition, for carrying out miscellaneous works by deploying front end loader, the contractor shall have to ensure that deployment of front end loader is minimum 60 hours per month.

The quantity mentioned above may change depending upon the requirement of the company.

5.11 WEIGHMENT OF CONCENTRATE:

Weighment of concentrate shall be taken from weightometer which shall be reduced by 5% as moisture loss in transit for payment purpose. Payable quantity shall be 0.95 multiply by weightometer quantity.

In case the weightometer becomes defective, payment shall be made on the basis of reconciled production figure (wet basis) with reduction of 5% on account of moisture loss.

When the successful bidder will start the actual work of shifting of concentrate, the left out concentrate (or accumulated concentrate) on that day, which is to be shifted, will be surveyed in presence of representative of the successful bidder and the existing contractor. The volumetric quantity so obtained shall be multiplied by the standard bulk density of the phosphate concentrate for knowing the actual mass of the concentrate for the purpose of the payment for the accumulated material to be shifted.

5.12 CONTRACT PERIOD:

- i. The contract shall be for a period of two (2) years from the date of issue of LOA/DLOA.
- ii. The successful bidder / contractor will mobilize his / their resources for commencement of the work within a period of 15 days from the date of issue of LOA/DLOA. The contractor shall complete the entire work of the tender to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Engineer-In-Charge may from time to time give to the contractor.
- iii. However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.

5.13 EXTENSION OF SCHEDULED COMPLETION TIME

- i) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer In-charge within ten days of the date of such event, and the Engineer In-charge shall, if in his opinion (which shall be final and binding on the Contractor) reasonable grounds exist, authorize such extension of time as may in his opinion be necessary or proper. Whenever such extension is granted by the Company, this would be without prejudice to the Company's right to take appropriate action under this contract and without any additional financial liability on the company.

- ii) Failure or delay by the Company to hand over to the Contractor possession of the working areas for shifting of concentrate necessary for the execution of the works, or to provide the necessary instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.
- iii) The decision of the company as to the need for grant of extension of time to the Contractor shall be final.

5.14 ACTION TAKEN BY THE COMPANY IN CASE NON ACHIEVEMENT OF TARGETS:

- i.) In case of failure to commence the work within stipulated period then company may cancel the award of work which has been made in favour of him and the EMD/SD will be forfeited.
- ii.) In case of failure to execute the work for a continuous period of three days due to breakdown of machine or any other reason for which the contractor is responsible and/or in cases of frequent breakdowns of machine resulting in loss of production, the EIC / OIC in its sole discretion without prejudice to other remedies may terminate the contract & shall be empowered to engage other outside agency, at the risk and cost of the contractor for execution of remaining part of work of the contract.

5.15 WORKING HOURS:

The work of shifting of concentrate shall be carried out during such hours as may be directed by the company.

5.16 COMPENSATION FOR FAILURE TO COMMENCE AND/OR SHORTFALL

- i. In case the Contractor fails to mobilize and commence the work within stipulated/extended period, the company shall recover a predetermined and agreed compensation @ 0.5% of the annual contract value on fort nightly basis from the contractor. Mobilization shall mean deployment of equipment and commencement of work. In case the compensation amount exceeds beyond 2.5% then other provision of tender document including forfeiture of EMD/SD, termination of contract may be taken at company's sole discretion
- ii. In case the contractor fails to handle the targeted quantity annually and the delay is solely on account of Contractor's lapse or his responsibilities, then the contractor shall be liable to pay a predetermined and agreed compensation @ 10% of the remuneration payable or Rs. Two per MT, (whichever is higher) for unexecuted targeted annual quantity to the company.
- iii. Further in case of failure of deploying front end loader for 180 hours during a quarter (considering 60hours per month) compensation @Rs. 1200/- per hour of non-deployment shall be payable to company.
- iv. The said amount of Compensation shall be payable by the contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay/breach. The company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills or any sum due or will become due with the company on account of any work of the Contractor and the Contractor shall be bound by such decision of the Company. The above recoveries will be without prejudice to the other right and remedies available in the contract.

- v. Over and above the Compensation on shortfall in execution of work, the company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.
- vi. The compensation so paid/and/or adjusted by the company, shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.
- vii. If annual scheduled quantity is not achieved by the contractor due to any reason beyond the control of the contractor, the annual schedule may be modified and/or completion time may be extended by the “Company”. Compensation for shortfall will be recovered based on such revised target. Decision of the company, whether a particular reason for failure to achieve the target is beyond the control of contractor, shall be final and binding on the contractor.
- viii. If the contractor completes the contracted quantity within the original contract period or such extended period, where extension is not due to default of the Contractor, the company at its sole discretion may consider the request of the contractor to refund/adjust the compensation recovered due to annual shortfall in execution as per the schedule given by the company to carry out the work.

5.17 **RIGHT TO REVIEW PERFORMANCE**

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

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.

5.18 **RISK & COST**

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfilment 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.

SECTION-V
CHAPTER-3
PAYMENTS TO THE CONTRACTOR & CERTIFICATES

5.19 CONTRACTOR'S REMUNERATION:

- i.) The work to be done and for the performance of all the obligations under taken by the contractor under the contract documents shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed and approved by the Engineer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract. The Contractor shall not be entitled for any other payments, except as provided in the contract.
- ii.) The rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation, except as mentioned in this tender document. Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Company by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely provide those. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.
- iii.) Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, pumps, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished/completed in every respect and maintained as shown or described in the contract documents.
- iv.) The schedule of rate/agreed rates or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, materials of whatsoever kind for the works and shall include an indemnity to the Company which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work, shall borne by the Contractor.
- v.) All customs duties, excise duties, sales tax or any port duties, special Road Tax, Road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess taxes or charges (from or any other body) including Service Tax, whatsoever as applicable up-to the last date of submission of offer, shall be deemed to be included in and covered by the contract rate or schedule of rate by the contractor. The contractor shall also

obtain and pay for all permits or other privileges necessary to complete the work.

vi.) The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason or accounts whatsoever.

5.20 PROCEDURE FOR MEASUREMENT/BILLING OF WORK-IN-PROGRESS

All measurements shall be monthly and in metric system on the basis as described in the tender document.

5.21 BASIS OF PAYMENT:

The basis of payment shall be the quantity of concentrate shifted as measured by weighment of concentrate at weightometer on monthly basis, which shall be reduced by 5% as moisture loss in transit for payment purpose.

5.22 TERMS OF PAYMENT (BILLING):

- A.) For obtaining running account payment the contractor will submit a bill in approved proforma in triplicate to the Engineer-In-Charge of the work/s giving abstract and detailed weighment of concentrate being shifted and any other items executed during a month (calendar) before the expiry of the first week of the succeeding calendar month along-with following details.
- i.) Abstract and detailed measurements (if required) for the various items executed during a month.
 - ii.) Rate(s) of diesel prevalent during that month.
 - iii.) Copy of wage payment sheet of the previous months to the employees actually employed by the contractor at Mines.
 - iv.) Documentary evidence of the PF amount deducted from the monthly salary of the employees of the contractor actually employed at Mines for execution of the contract and submission of this amount along with contractors contribution to the PF commissioner, for the previous month.
 - v.) Scheduled target is to be accompanied with each bill.
- B.) The Engineer-in-Charge shall take or cause to be taken the requisite weighment for the purpose of having the same verified, and the admissible portion of the bill of the contractor as far as possible, shall be paid after making necessary deductions or adjustment/s, if any, on or before the expiry of 15 days from presentation of the bill. However no interest shall be paid on this amount.

Note: No payment shall be made for any other ancillary work i.e. for the work not mentioned in the proforma of the price bid.

5.23 **RATES:**

The agreed rates shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation, except as mentioned in this tender document.

5.24 **ESCALATION/DE-ESCALATION**

5.26.1 On account of Price Variation in retail price of Diesel, the contract rate of item (1) of price bid would be subject to escalation/de-escalation as per diesel price variation. For payment of diesel c escalation/de-escalation, the base date for price of diesel shall be considered as mentioned in the tender document.

5.26.2 The diesel escalation/de-escalation on account of variation in diesel price at retail outlet of IOCL may be considered. The diesel consumption norm of 0.25 litre per MT of concentrate handled as specified in scope of work, shall be treated for consumption for diesel escalation/de-escalation. The retail price of diesel of IOCL for Udaipur city @ Rs. **54.67/- per liter** as on date of publication of NIT i.e. 04.03.2015 will be considered as base price for this purpose. In case of increase/ decrease in prices of diesel with reference to the base price, the diesel escalation/de-escalation shall be considered on above mentioned diesel consumption norm.

5.25 **OTHER ESCALATION**

Apart from above & variation in taxes & duties no other escalation shall be payable to the Contractor during the currency of the contract.

5.26 **RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:**

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the rights/powers of the Company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the contractor within $(60+15=75)$ **days** from the date of his request for the Completion Certificate of the work, otherwise the Engineer-In-Charge's certificate of the weightment and of total amount payable for the work accordingly shall be final and binding on the Contractor.

5.27 **PAYMENT OF CONTRACTOR'S BILL:**

Unless otherwise specifically provided, running account payment (progressive payment) will be made to the contractor by the Company keeping in view the quantum of work done and measured, approved and certified as aforesaid. The Company will deduct from all such payments statutory deductions and all dues to the Company from the Contractor including advances paid to the Contractor. The Contractor, on submitting the bill for the work done, is entitled to receive a monthly payment subject to approval and passing of the same by the Engineer-in-Charge. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for stores, explosives, diesel, materials, excess consumption of electrical power (in specific case only) security deposit etc. The Company shall make payment due to the Contractor by crossed Account Payee cheques/RTGS. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp.

5.28 RECEIPT OF PAYMENT:

Receipt for payment made must be signed by a person duly authorized holding power of attorney in this respect on behalf of the Contractor. A person so authorized in exclusive employment of the contractor and he will not work or engage himself in any other profession for gain or profit other than the contractor's employment. When the contractors are described in their tender as a limited company, in that case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authorized to give effectual receipt for the Company.

5.29 WAGES:

The Contractor shall furnish copies of wage payments to the Engineer-in-charge on or before 15th 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.

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

5.32.1 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 labour, for material and other bills as they become due. The Company shall in no way be responsible for such withholding of payments.

5.32.2 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.

5.31 CLOSING OF THE CONTRACT

Within (60+10=70 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.

5.32 APPLICATION FOR COMPLETION CERTIFICATE:

- i.) When the Contractor fulfils all his/its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-in-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge
 - a) Details of Month wise quantum of work completed by the contractor
 - b) Weighment statements from the concerned deptt of company. (in case the payment is on Weighment basis).
 - c) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor.

- d) Details of PF deposited by the contractor.
 - e) No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
 - f) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.
- ii.) The Engineer-In-Charge shall formally issue completion certificate within **60 days** on receiving application from the Contractor, after verifying from the completion documents including weighment record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the Company.
 - iii.) 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, otherwise the Engineer-In-Charge's certificate of the weighment and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.33 FINAL CERTIFICATE:

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.

5.34 FINAL PAYMENT AND RELEASE:

- 5.36.1 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 deducing all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the 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.
- 5.36.2 All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final Certificate.
- 5.36.3 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.
- 5.36.4 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

5.35 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:-

(On the letter head of the tenderer)

FORM"1"

LETTER OF SUBMISSION OF TENDER

DATE:

FROM _____

To:

**The General Manager (Rock Phosphate),
Rajasthan State Mines & Minerals Ltd.,
Jhamarkotra Mines - 313015
Distt. UDAIPUR (Raj).**

Sub: Tender for Shifting of Concentrate at IBP at Jhamarkotra Mines, Udaipur (Rajasthan).

Ref: e-tender no. RSMM/CO/GGM (Cont)/Cont-34/14-15 Dated 02.03.2015

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the 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/Banker's Cheque/ Pay order in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
D.D. /Pay Order No &Date Name and Address of Bank Amount
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, details of equipment proposed to be deployed for this work, and all other 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.

Date, the _____ day of, _____ 20.

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

Witness

Name in Block Letters: _____

Full Address _____

(On the letter head of the tenderer)

FORM"2"

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

Ref: e-tender no. RSMM/CO/GGM (Cont)/Cont-34/14-15 Dated 02.03.2015

Name of Tenderer _____

The Check List should be submitted' alongwith TECHNO-COMMERCIAL (PART-I) BID' in the proforma as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail:, mobile no.	
2.3	Telegraphic Address	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
3.4	Co-operative Society registered under RCA-1965 Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association & Memorandum of Association allow the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Others (Please specify)-Attach duly attested supporting document)	
4.0	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last 3 financial years.	
5.1	2011 -'12	

5.2	2012 -'13	
5.3	2013 -'14	
5.4	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
6.0	Main business activities (experience) of the tenderer	
7	Others (Please specify)	
8	Acceptance of tender terms & conditions.	
9	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
10	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement {Form 7)
10.1	Any other relevant information about the tenderer.	
10.2	Affidavit on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes /No.
11	Action plan regarding acquiring/getting requisite machinery for successful execution of the entire work.	
11.1	Details of Earnest money deposited Demand Draft /Pay order	No. & Date. Name of Bank Payable at
11.2	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
12	PAN No.	
13	PF account No.	
14	Copy of P.F. registration certificate or affidavit as per annexure "C"	
15	Any other information/document Tenderer wish to submit to strengthen his bid.	

(Authorised Signatory)

(On the letter head of the tenderer)

FORM"3"

EXCEPTIONS AND DEVIATION

Ref: e-tender no. RSMM/CO/GGM (Cont)/Cont-34/14-15 Dated 02.03.2015

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 with office seal

PROFORMA FOR 'PRICE BID/ BOQ
(to be submitted online in the prescribed format)

Ref: e-tender no. RSMM/CO/GGM (Cont)/Cont-34/14-15 Dated 02.03.2015

Name of Tenderer _____

Performa for Tender for “SHIFTING OF CONCENTRATE AT INDUSTRIAL BENEFICIATION PLANT OF JHAMARKOTRA MINES”

S. No.	Particulars	Approx. total tendered Quantity	Unit	Rate/Unit (Rs/MT)	Total Amount Rupees (Rs)
1.	Shifting of phosphate concentrate & other work as specified in the scope of work of tender document.	6,00,000 MT	(Metric Tonne)		
2.	Total				

- Note: 1. The rates quoted will be inclusive of all taxes, duties, levies as applicable on this contract (up to the last date of submission of bids) including service tax Rate and including of cost of additional and other allied work etc.
2. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.

(Authorized Signatory)

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

Dated:..... Place:

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Udaipur on non judicial stamp paper of 0.1of BG amount subject to minimum of Rs.200/-)

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 fulfilment by the said letter of acceptance /agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs. _____) being equivalent to _____ % of Contract value of Rs. _____.

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

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

have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

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

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

DECLARATION BY THE CONTRACTOR

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

Dated: -----

Place: -----

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

AFFIDAVIT

Affidavit for PF declaration in support of tender (to be typed on non-judicial stamp paper of Rs. 10/-) 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
(Authorised signatory)

Dated: -----

(Authorised Signatory)

Place: -----

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

Undertaking

(on non judicial stamp paper worth Rs.10/-)

Ref: e-tender no. RSMM/CO/GGM (Cont)/Cont-34/14-15 Dated 02.03.2015

Name _____ of

Tenderer.....

I.....S/o

Shri.....aged..... Years, resident

of.....on behalf of the tenderer i.e.

M/s.....hereby undertake oath

and state as under:-

- (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 conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

**Note: Original Notarized affidavit shall be sent to the office of GM (Contract),
RSMML, 4 Meera
Marg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.**

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) **Filing an appeal**

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

(5) **Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal :
.....(Supported by an affidavit)
7. Prayer:
.....
Place
Date
Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity’s Right to Vary Quantities

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

ANNEXURE-I**Bank Details of Tender for RTGS/NEFT/Online refund of EMD**

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

Signature of Contractor with address.