



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

**TENDER DOCUMENT**

**FOR**

**Providing on hire 3 Nos. Swift Desire (AC) Taxi cars with Drivers; On Monthly basis for operating between Udaipur to Jhamarkotra and Working at Udaipur**

**Tender No. RSMM/ CO/GGM(Cont)/Cont-35/2014-15 Dated: 02.03.2015**

***Issued by***  
*GM(Contracts),*  
*4, Meera Marg, Corporate Office,*  
*RSMM, Udaipur – 313001*

**Cost of Non Transferable Tender Document: Rs. 1140 /- (inclusive of VAT)**

**Place of Sale of Tender: Office of the F.A., CO, Udaipur or down load from website RSMM, Udaipur – 313001**

**Period of Sale of Tender: From 04.03.2015 to 07.04.2015 till 1.00 pm**

**Last Date of Submission of Tender: 07.04.2015 up to 03.00 pm**

**Place of Submission & Opening (Part –I): GM(Contracts), C.O., Udaipur**

**Date of Opening of Techno-commercial (Part –I): 07.04.2015 at 03.30 pm. C.O., Udaipur**

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

**Corporate Office:**  
4, Meera Marg,  
Udaipur - 313 001  
Phone : 0294-2428763-67,  
Fax 0294-2428768,2428739

**SBU & PC - Rock Phosphate,**  
Jhamarkotra Rock Phosphate Mines,  
Post: Jhamarkotra - 313015, UDAIPUR  
Phone: 0294-2342441-45  
Fax: 0294-2342444



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Ref. no :-RSMM/CO / GGM(Cont)/Cont-35/14-15/

Dated: 02.03.2015

### DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Period of contract	Earnest Money
Providing 03 Nos. of Swift Desire Car model 2014 and onwards (AC taxi permit) with Drivers with proper uniform; For operating between Udaipur to Jhamarkotra and Working at Udaipur	2 years	Rs. 50400 /-
Cost of tender document Rs.1140/- (non-refundable) is inclusive of VAT, payable in Cash or DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"		
Period & Place of Sale of documents	From 04.03.2015 to 07.04.2015 up to 1.00 p.m. from the Office of FA,C.O., Udaipur. In case downloaded from website, tender fee to be deposited with the offer.	
Last Date & Time of Submission of offer	Dated 07.04.2015 up to 3.00 p.m. at C.O., Udaipur	
Date of opening of Techno Commercial offer	Dated 07.04 .2015 at 03.30 p.m. at C.O., Udaipur	

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

- The Tenderer should have minimum turnover of Rs.12.60 lacs in any one of the immediate preceding three financial years i.e., 2011-12, 2012-13 and 2013-14 in tenderers name.

The Tenderer should submit duly attested copy of audited/ CA certified balance sheets for the years, 2011-12, 2012-13 and 2013-14 in support of turn-over.

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

The tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or not accepted the work-order awarded in their favour or the contract has been 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.

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

**General Manager (Contracts)**

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

## SECTION - II

### DEFINITIONS, INTERPRETATIONS

- 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 Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.2 "**Alteration/Variation order**" means, any order given in writing by the Officer-In-Charge to the Contractor from time to time to affect 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 approval in writing by the Company/Officer-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 "**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 as per terms of the contract on per Kilometer basis.
- 2.1.10 "**Commencement of work**" shall be reckoned from the date of issue of Letter of Acceptance including the stipulated mobilization period.
- 2.1.11 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.12 "**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.
- 2.1.13 "**Officer-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.
- 2.1.14 "**Kilometers**" or "km" shall mean 1000 meters.
- 2.1.15 "**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.
- 2.1.16 "**Car/Vehicle**" shall mean Swift Desire car of 2014 & onward model.
- 2.1.17 "**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.
- 2.1.18 "**Specifications**" shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Officer-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 or regulation codes.

- 2.1.19 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.1.20 “**General Shifts**” Shall mean the time period notified by the competent authority of mine.
- 2.1.21 “**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.
- 2.1.22 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company
- 2.1.23 “**CO**” shall mean RSMML, Corporate Office, 4-Meera Marg, Udaipur (Raj.)

## **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 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 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 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.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.

## **SECTION –III**

### **INSTRUCTIONS TO THE TENDERER**

#### **TENDERER TO OBTAIN THE INFORMATION HIS OWN**

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

#### **TRANSFER OF TENDER DOCUMENTS**

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

#### **ONE BID TENDERER**

- 3.6 Each tenderer shall submit only one tender, either individually or Partnership firm or a Private/Public Ltd. Company or a Co-operative Society. In case of partnership firm, consent of all the partners in writing is essentially required.

#### **COST OF BIDDING**

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

#### **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

- 3.8 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever specified in the tender papers 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. All papers should also bear the stamp of the tenderer.

- 3.9 The tender shall contain the name, and place of business of person or persons, participants in the tender and shall be signed by the tenderer with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Certificate issued by Registrar of Firm's Register, if registered & Partnership deed) in the tender. The tender should be signed either by all the partners or by any one partner duly authorised by all other partners of the firm. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf to enclose the tender.
- 3.10 Tenders containing corrections and alterations are liable to be rejected. Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date.
- 3.11 The tender should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 3.12 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.
- 3.13 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service.
- 3.14 Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.

#### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- 3.15 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work 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 15 days in advance of the last date fixed for submission of tenderer or as otherwise prescribed in S.C.C. (Special Conditions of Contract) Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.16 The Company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.17 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 responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

#### **ADDENDA/CORRIGENDA**

- 3.18 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.
- 3.19 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

#### **CURRENCIES OF THE BID AND PAYMENT**

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

## SUBMISSION OF TENDERS

3.21 The tenders shall be submitted in the office of GM(Contracts), Rajasthan State Mines and Minerals Limited, C.O., Udaipur (Rajasthan). The last date of submission of tenders is as mentioned in NIT.

3.22 “Tenderer have to declare that whether they are covered under MSMED Act or not. If yes, than give the registration no. of the same.”

Tender should be submitted in two parts viz. Part I and part II in separate double sealed envelopes super scribed in following manner.

1<sup>st</sup> inner sealed envelope containing Part I in 1 (one) copy will be marked as -

“Part I-Techno-Commercial for Tender Reference No.....”.

2<sup>nd</sup> inner sealed envelope containing Part II in 1 (one) copy will be marked as

“Part II - Price Bid for Tender Reference No .....”.

Outer Sealed envelope containing above two sealed envelopes will be marked as “Bidding Documents for “Providing on hire 3 Nos. Swift Desire (AC) Taxi cars with Drivers; On Monthly basis for operating between Udaipur to Jhamarkotra and Working at Udaipur”.

Tender Reference No.....”.

Do not open before 3:30 Hrs IST on 00.00.2015.

The inner envelopes placed in outer envelope to super scribe “DO NOT OPEN BEFORE 15:30 HRS IST” on \_\_\_\_\_ & shall be addressed to the Company at the following address:

**Group General Manager (Cont),**  
Rajasthan State Mines and Minerals Limited,  
Corporate Office. 4, Meera Marg, Udaipur - 313 001. (Rajasthan)

Further, the full name, postal address, telegraphic address/fax/mobile number of the tenderer shall be written on the bottom left hand corner of each of the sealed envelopes by tenderer duly identifying the tenderer

If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the Bid.

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

- i) One complete tender document as issued by Company duly filled in, signed and stamped on each page by the tenderer/authorised representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
- ii) **Earnest Money Deposit** in the manner specified in the tender document.
- ii) **Power of Attorney** in favour of the authorised representative signing the tender, as required.
- iii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/Notary Public/Gazetted Officer 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.
- iv) Copy of PAN Card and Service Tax Registration Certificate.
- v) Attested copy of the audited **Balance Sheet along with trading, profit and loss account** for the Financial Years prescribed in the tender conditions in support of the turn over. Refer **Form 2.**

- vi) 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.
  - vii) "Exceptions & Deviations statement" to be submitted by the tenderer in **Form .4**
  - viii) Provident Fund Account Number of establishment and its effective date or undertaking as per tender format.
  - ix) Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case / litigation is pending against him with the company & other companies, in relation to the work.
  - x) Duly attested copies of all such other documents as referred in the tender document.
  - xi) The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.
  - xii) Tenderer should submit an undertaking on non-judicial stamp paper that required number & type of vehicle of model as mentioned in tender document shall be owned, arranged by them and deployed for work within thirty days from the date of issue of DLOA.
  - xiii) Tenderer have to declare that whether they are coming under MSMED Act or not. If Yes, than give the registration no. of the same.
  - xiv) Duly filled form 1,2,3 and annexure B, C, D F & I of tender document.
- 3.23 Tenderer must submit copies of documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The 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.

#### 3.24 **PART II 'Price Bid'**

- i. The "**Price Bid**" shall be submitted in one copy. The tenderer is to quote the rates in the prescribed format provided in Form-5.
- ii. The rates are to be quoted in Rupees and in the prescribed price bid Performa.
- iii. While quoting the rate under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in each option of
- iv. the tender document and as required to be executed for site requirement.
- v. The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed, sealed and dated by the tenderer. The rates shall be quoted **on firm basis**.

#### **DEADLINE FOR SUBMISSION OF BIDS:**

- 3.25 In the event of specified date for the submission of bids being declared a holiday for the Company, the Bids will be received up to the appointed time on the next working day.
- 3.26 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause No.3.18 & 3.19, 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 / DELAYED BIDS:**

Any Bid received by the Company after the deadline prescribed in NIT due to any reason whatsoever will not be accepted

**OPENING OF THE TENDER:**

- 3.28 The envelope containing Part I – Techno-Commercial Bid of the offer will be opened in the office of the GM(Contracts), Corporate Office, Udaipur at 03:30 PM on 00.00.2015. The authorised representative/s of the tenderer is at liberty to be present at the time of the opening of the tender.
- 3.29 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 DEVIATIONS:**

- 3.30 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 tenderer should mention the deviations at their risk of rejection only in '**Form 4**'. Deviations mentioned anywhere else in the bid should be ignored without any consequences.

**EARNEST MONEY:**

- 3.31 The tenderer must pay **Earnest Money as per NIT** in the form of crossed demand draft/Pay order/Banker's Cheque (having validity of 3 months) in favour of the RSMML payable at Udaipur and drawn on any Nationalised/Scheduled bank at Udaipur and attach the same in original with the technical bid of the tenderer, 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 and its acceptance by him. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within a period of 30 (thirty) days from the date of issue of intimation regarding acceptance of tender (LOA).
- 3.32 The earnest money of a tenderer shall be forfeited in the following cases:-
- i. If the tenderer withdraws or modifies the offer himself after the submission of tender.
  - ii. If the tenderer does not submit the prescribed Bank Guarantee/D.D. as security deposit within 30 days from the date of issuance of LOA/DLOA 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 issue of LOA in favour of tenderer.

- iv. If it is established that the tenderer has submitted any wrong information/forged documents alongwith the tender or thereafter.

## VALIDITY

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

In exceptional circumstances, prior to the 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 tender's responses shall be made in writing. A tender if agreeing to the request will not be required or permitted to modify his bid.

## EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.34 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 documents.
  - iv) is substantially responsive as for the requirements of the Bidding documents.

## EVALUATION OF TECHNO-COMMERCIAL BID

- 3.35 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.36 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.
- 3.37 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/negotiations as required by the company from time to time.
- 3.38 **Negotiations-**
  - i) Negotiations will be conducted with the consist tenderer only. In case pf non-satisfactory achievement rates from consist 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 tender or to make 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 accept the counter offer.

- ii) 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.
- iii) 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:
- a) where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
  - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
  - c) Discrepancy in totaling or carry forward in the amount quoted by the tenderer 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.
- 3.41 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened. Only such short listed tenderer will be informed about the date and time of opening of the price bids.

#### **PROCESS TO BE CONFIDENTIAL**

- 3.42 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.
- 3.43 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

#### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 3.44 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 ") 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").

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.

#### **INTERFERENCE WITH PROCUREMENT PROCESS**

##### **3.45 In case the bidder**

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder

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

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

#### **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 –
- An agreement on non-judicial stamp paper of appropriate value
  - Tender document, along with the addenda/corrigenda, if any.
  - Letter of Acceptance & Detailed Letter of Acceptance.
  - Agreed Variation, if any,
  - 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 reason, there to,
  - 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.
  - vi. to further split the work amongst more than one contractor if considered expedient at the sole discretion of the company.

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

#### **REFUSAL/FAILURE**

- 3.49 In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit deposited.
- 3.50 The tenderer / bidder would give a declaration that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non responsive.

## SECTION- IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INTERPRETATION OF CONTRACT DOCUMENT

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

#### SECURITY DEPOSIT

- 4.4 The successful tenderer shall have to furnish a Security Deposit of 10% of total value of contract within 30 days from the date of issuance of LOA. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor for the total period of contract. S.D. can be submitted through D.D. or Bank Guarantee in the prescribed form as per Annexure-'A' of tender document on non-judicial stamp paper of value 0.1% of BG amount subject to minimum of Rs. 200/- issued from Public Sector Bank (except SBI Bank)/ICICI/ HDFC/ Axis bank having its branch in Udaipur.
- 4.5 No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.6 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 4.7 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.8 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.9 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

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

**PROVIDENT FUND**

- 4.15 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.16 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.17 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act 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.
- 4.18 However, each running account/Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages/salaries paid to them, amount of PF deducted from salaries of the labour/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.

**SUB-LETING OF WORK:**

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

**PATENTS/COPY RIGHT/TRADE MARK**

- 4.20 Contractor shall indemnify and keep indemnified the Company including its employees and authorised agents/representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

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

- 4.21 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.
- 4.22 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 4.23 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.

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

- 4.24 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 requirement 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.

### **TAXES:**

#### **SERVICE TAX:**

- 4.25 The tenderer shall quote the rates exclusive of service tax.
- In case the tenderer (other than a company) is availing any abatement then the entire service tax payable & applicable i. e.40% of value will be deposited by the Company. An Undertaking of availing service tax abatement shall be submitted by the tenderer with part I of the tender. In case of non submission of same it will be considered that the tenderer is not availing abatement of service tax and lowest bidder will be determined considering additional service tax liability on the service provider.
- In case the tenderer (other than a company) is not availing abatement on service tax, then 60% value of service tax will be deposited by the contractor & later reimbursed by the Company subject to submission of documentary proof. Remaining 40% of service tax will be deposited by the Company. As per recent Budget proposal the likely applicable rate of Service tax is 14% & surcharge if any.
- However, it is to be noted that in case of bidders in the capacity of a company the entire liability of deposited pf service tax shall lie with the service provider and therefore the same shall be reimbursed by the Company subject to submission of documentary proof
- Tenderer are requested to quote accordingly.

#### **4.26 OTHER TAXES**

The rate quoted by the contractor will be inclusive of all taxes (except Service Tax), duties, levies 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 contractor period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on whatsoever ground.

Any fresh imposition / 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/ recovery from the contractor will be made against submission of supporting documents for only such taxes/duties/levies that are directly applicable to the contract and reflected on his running bills.

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

**VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

- 4.25 Any fresh imposition/withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- 4.26 The Company shall be fully entitled to deduct income tax and/or any other levies at sources as per the rules and instruction as may be applicable for this purpose from time to time.

**INDEMNITY**

- 4.27 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Officer-in-charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.28 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.29 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

**WAIVER AND LIABILITY TO PAY COMPENSATION**

- 4.30 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.



4.31 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 Officer In-Charge, otherwise the Officer-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 Officer-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 Officer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

#### **COMPANY NOT LIABLE TO PAY COMPENSATION**

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

#### **NO CLAIM IF WORK IS ABANDONED OR POSTPONED**

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

#### **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK**

4.36 If at any time after the commencement of the work the company shall for any reason or under instructions of any other statutory authority required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Officer-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 and instructions which shall involve any curtailment of the work as originally contemplated.

#### **COORDINATION AND INSPECTION OF WORK**

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

## **DISCREPANCIES BETWEEN INSTRUCTIONS**

- 4.38 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 Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

## **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

- 4.39 The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall employ and engage to the satisfaction of the Officer-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 Officer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Officer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- 4.40 Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Officer-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 Officer-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 Officer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.
- 4.41 The Contractor shall be responsible for the proper conduct and behaviour of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the 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.

## **DAMAGE TO PROPERTY**

- 4.42 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.

## **POWER OF ENTRY**

- 4.43 During execution of Contract, if in the opinion of Officer 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 2 days without permission from the Officer In-charge , or
- iii) Contractor has failed to carry on and execute the works to the satisfaction of the Officer 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.

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

### **POWER TO ORDER SUSPENSION OF WORK**

4.45 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 Officer-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 making some ad-hoc /advancing payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

### **LIENS**

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

### **CHANGE IN CONSTITUION**

4.47 The Contractor shall obtain prior approval in writing to 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 then the contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same.

## **IF THE CONTRACTOR DIES**

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

## **COMPLIANCE IN RESPECT OF VARIOUS ACTS**

- 4.49 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company:
- a. The Contract Labour (Abolition & Regulations) Act 1971
  - b. The Payment of Wages Act,1936
  - c. The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme1952
  - d. The Mines Act 1952.
  - e. The payment of Workmen's Compensation Act 1923.
  - f. The Minimum Wages Act., 1948
  - g. The Payment of Gratuity Act.
  - h. Mines Rules 1952
  - i. Metalliferous Mines Regulations 1961
  - j. Mines Vocational Training Rules 1966
  - k. Mines & Minerals Regulation & Development Act 1972
  - l. Fatal Accident Act,
  - m. Motor Vehicles Act,1939,
  - n. Industrial Dispute Act,1947,
  - o. Standing Orders Act, 1946.
  - p. RTPP Act ,2012
- 4.50 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.51 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.52 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/ compensation by the Contractor to them.
- 4.53 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the

contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Officer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and Officering/ mining practices. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

## **COMPENSATION AND LIABILITY**

- 4.54 Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the later's employees if such employees are not covered under the Contractor's insurance.
- 4.55 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 Officer-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 Officer-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 Officer-in-charge.
- 4.56 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

## **LIABILITY FOR ACCIDENT TO PERSONS**

- 4.57 Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, M.V.Act, "Mines Act" the following shall also apply to the Contractor.
- 4.58 On the occurrence of any accident resulting in death or bodily injury to a personnel 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 Officer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

## **FORCE MAJEURE**

- 4.59 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to lock-outs, 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, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected,

provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force measure 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.

#### **SERVICE OF NOTICE ON CONTRACTOR**

4.60 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 AND THE OFFICER-IN-CHARGE**

- 4.61 Notice and communication addressed to the Company or the Officer-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 Jhamarkotra Mine, Udaipur and copy to authorised representative at the Jhamarkotra Mine, Udaipur, and
  - (b) In the case of the notice, if dispatched or left at or posted to the address of his/its authorised representative, in the case of posting on the day on which they would have reached such address in the ordinary course, and in other cases on the day on which they were delivered to or left at such address.
- 4.62 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.

#### **TERMINATION**

- 4.63 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.
- 4.64 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.
- 4.65 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, equipments, machinery, tools & 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.
- 4.66 The Company shall also have the right to proceed in the manner prescribed in sub-clauses Contractor.
- 4.67 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

#### **DISPUTE, JURISDICTION**

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

#### **Appeals**

- 4.71 Subject to section 40 of Rajasthan Transparency in Public Procurement Rule 2013, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entry is in contravention to the provision of this out or the rules or guideline issued there under, he may file an appeal to designated first and second Appellate Authority within a period of ten days from the date of such decision or action, omission as the case which he feel aggrieved on the form no.1 (see rule 83). Memorandum of Appeal under Rajasthan Transparency in Public Procurement Act 2012 with prescribed fees.

## SECTION-V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### APPLICABILITY

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

#### Chapter 1 - SCC Special Instructions for the Tenderers

#### BRIEF DESCRIPTION OF PLACE & WORK

- 5.1.1 Jhamarkotra Rock Phosphate Mine located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). Jhamarkotra Mines is connected by all weather roads to Udaipur city.
- 5.1.2 The tenderer must get themselves fully acquainted with the description and volume of the work, location, route, distance & time required to cover the distance etc. of the route given herein the tender before quoting of their rates. Tenders received shall be deemed to have been submitted after fully acquainting themselves of all the factors, road condition and other peculiar conditions of the work under the contract. The tenderer shall not be allowed to and are not entitled to raise any dispute/objection what so ever or to raise any claim of damage/compensation with regard to the road conditions, timings, stoppage, route, volume of work etc. at any stage/time and/or that the workers employed by him demanding higher rates of wages and that the cost of operation has gone up for any reason/ground what-so-ever except of diesel escalation clause provided in the tender.

#### PREQUALIFICATION CRITERIA

- 5.1.3 The tenders shall be pre-qualified on the basis of the following criteria:
- The Tenderer should have minimum turnover of Rs.12.60 lacs in any one of the immediate preceding three financial years i.e., 2011-12, 2012-13 and 2013-14 in tenderers name.

The Tenderer should submit duly attested copy of audited/ CA certified balance sheets for the years, 2011-12, 2012-13 and 2013-14 in support of turn-over.

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

The tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or not accepted the work-order awarded in their favour or the contract has been 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.

- 5.1.4 The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.
- 5.1.5 The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.
- 5.1.6 The Company may reject any tender based upon the past performance record of the tenderer (or of the business firm, companies, concerns, Societies with which the tenderer are associated) with the company.
- 5.1.7 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. it is established from our records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

#### **DEPLOYMENT OF SWIFT DESIRE CAR FOR WORK EXECUTION**

- 5.1.8 On award of work, within thirty days from the date of issue of LOA, tenderer should deploy following Taxi-Car as per details mention in scope of work –
- a) Three Nos. Swift Desire Car model 2014 and onwards (AC taxi permit) with drivers to undertake the work of transporting executives of RSMML between Udaipur to Jhamarkotra & working at Udaipur.
- 5.1.9 Tenderer should submit an undertaking on non-judicial stamp paper that required vehicle as per scope of tender document shall be deployed for work within thirty days from the date of issue of LOA.

#### **EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1**

- 5.1.10 The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder.
- 5.1.11 The tenderer with the lowest quoted rate for Sr.No.1 of 'Form-5' shall be decided as the successful tenderer i.e. L-1.
- 5.1.12 Rates quoted for item at Sr. No. 2 & 3 of the Price Bids shall not be considered for determination of L-1 bidder. However, the lowest tenderer may be required to rationalize the rates for items at Sr.No.2 & 3 of the Price Bid which may include matching with the lowest quoted rate for these items by any other bidder for that option.

#### **ARRANGEMENT FOR DIESEL**

- 5.1.13 The Contractor has to make its own arrangements for Diesel procurement.

## **DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK**

5.1.14 Following details are required to be furnished by the successful tenderer to the Officer-in-charge at the time of commencement of work at 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 along with attested copy of valid driving license.
- iii) List of the Taxi-Car, along with its technical specification/purchase invoices/Registration Certificates.
- iv) Security Deposit as per provision of Tender.

## **REPORTS**

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

Chapter 2 - SCC  
**Scope of Work**

**SCOPE OF WORK**

- 5.2.1 Scope of work for the work of Operating Three numbers Swift Desire Taxi-cars(AC) of model 2014 & onwards to operate between Udaipur to Jhamarkotra Mines and working at Udaipur generally shall include but not limited to the followings:
- a) Operation of three numbers Swift Desire Taxi-cars of model 2014 & onwards with air conditioner for Transportation of RSMML executives between Udaipur to Jhamarkotra Mines & working at surrounding area Udaipur, on all working days three shifts for 2500 Kms. per month for 6 days in a week with a weekly day of rest.
  - b) Tenderer has to engage valid license holder, competent, disciplined and physically fit drivers on each vehicle. The driver should always keep driving license with him while on duty and shall produce the same on demand by the authorised officer.
  - c) The Contractor shall ensure that the vehicles are to be always maintained in good condition and should be deployed in clean and tidy condition with proper house keeping, without any defect and discomfort to company's executives.

**SPECIAL CONDITIONS:**

- 5.2.2 Besides the scope of work described in the above para, the scope of work for Transportation of RSMML executives between Udaipur to Jhamarkotra Mines & working at Udaipur is inclusive of but not limited to the following Clause as below.
- 5.2.3 The contractor should not attach/ engage any Swift Desire car whose ownership is in the name of company's employee or blood relatives of the Company's employee.
- 5.2.4 Every time one permanent driver possessing valid driving license shall be deployed by the contractor on the Swift Desire cars.
- 5.2.5 In case the permanent driver is required to be change then the contractor should take prior permission from OIC/User department invariably.
- 5.2.6 The Taxi-Car, is to work for 12 hrs. in a day 2500 Kms per month for 6 days in a week & if needed, may also have to run more than these kms. The charges will be paid on monthly hire charges basis.
- 5.2.7 In case the deployed Vehicle are called back for maintenance, then the tenderer shall have to deploy the same model Taxi-Car, as specified in the scope of work.
- 5.2.8 The time schedule as indicated is tentative and the Company in its sole discretion reserves the right to alter the same and/or increase/decrease the distance of any and/or all routes without giving any prior notice.

5.2.9 For the purpose of calculation of distance covered in the services originating from Udaipur, **Zero point would be considered as Collectorate .**

5.2.10 The Contractor is required to maintain the Log-sheet of every vehicle on day-to-day basis. It should be signed by the driver and should be verified by the executive of user department. The kilometers on day-to-day basis should be entered in software in MS-Access format and soft copy along with the hard copy of the statement including copy of Log-sheet should be attached with the bill every month.

**5.2.11 The Contractor is required to make payment of salary to the drivers/employees through cheque or by transferring the same into their bank account every month. The bank account of each employee/driver should be informed to OIC from time to time.**

5.2.12 **Minimum guaranteed Kms. per month:** The minimum guaranteed Kilometer per month for tendered vehicles are given below:

No. Vehicle(s) to be operated	Specified Hours of operation of vehicles	Description of running Vehicles	Minimum Kms. Run/month/ per taxi
Three (03) Nos. of Taxi Swift Desire Car (AC)	12 Hrs	With weekly rest	2500 Kms.

The company will pay on the basis of actual Kilometer covered or on the basis of minimum guaranteed kilometer/month whichever is higher. In case the vehicle operates more than the prescribed kilometer, payment for extra Kms run shall be made on the rates as per price schedule. However, the minimum guaranteed kilometer/month would be proportionately reduced in case of Force Majeure conditions. No detention charges are payable.

#### 5.2.13 **INSURANCE**

Insurance of the vehicles will be the contractor's responsibility. The contractor is required to take comprehensive or any other better insurance policy at his own cost. The insurance policy is to cover the claims towards the injury caused to the persons & property of the company or to injury to any third/persons/property. The contractor shall make available attested copy of valid insurance policy to the Officer in charge.

**Chapter 3 – SCC**  
**Period of Contract, Working Hours & Compensation for Failure to Commence the Work and/or Delayed Operation etc.**

**PERIOD OF CONTRACT:**

- 5.3.1 The period of the contract shall be for Two years (24 months) from the date of commencement of work i.e. after completion of mobilization period of 30 days from the date of issuance of the Letter of Acceptance (LOA).
- 5.3.2 The contractor shall have to execute the work for the period of two years (24 months) from the date of issue of LOA/ acceptance 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 Company and/or Officer-In-Charge may from time to time give to the contractor.
- 5.3.3 The above period of Two years (24 months) includes the period of 30 days allowed for mobilisation that is to be reckoned from the date of issue Telex/telegram of acceptance of tender/Letter of Acceptance/DLOA.
- 5.3.4 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.

**WORKING HOURS:**

- 5.3.5 The work shall be carried out during general shift as per time schedules in conformity with all the terms and conditions of the contract and as may be directed by the company from time to time.

**COMPENSATION**

- 5.3.6 The contractor shall be liable to pay the company agreed and pre-determined compensation as mentioned under relevant clauses in the following cases:-
1. fails to deploy specified model and type of vehicles
  2. fails to deploy the vehicle,
  3. fails to deploy minimum number of staff,
  4. fails to maintain the tidy and good condition of vehicles,
  5. fails to adhere to the time schedule,
- 5.3.7 In event of failure to engage **specified model** and type of vehicle, the contractor shall be liable to pay compensation @ **Rs.1000/- per day**. Failure to rectify the correct deployment within three days, the company shall be at liberty to hire the vehicle from the market at the risk & cost of the contractor or to terminate the contract.
- 5.3.8 In event of **failure to deploy the** Swift desire Taxi Car, the contractor shall be liable to pay compensation @ **Rs. 1500/- per day**. Failure to deploy the vehicle for more than three times in a month, the company shall be at liberty to hire the vehicle from the market at the risk & cost of the contractor or to terminate the contract.

- 5.3.9 In event of failure to deploy **valid license** holder driver on each Swift desire Taxi Car and failure to produce the driving license in the mines premises while driving the vehicle, the contractor shall be liable to pay compensation @ **Rs. 300/- per day**.
- 5.3.10 If the contractor changes the drivers without prior intimation to the OIC / user, then the contractor shall be liable to pay compensation @ **Rs. 300/- per day**.
- 5.3.11 In event of failure to maintain the tidy and good condition of Swift desire Taxi Car the contractor shall be liable to pay compensation @ **Rs. 150/- per day**.
- 5.3.12 Contractor shall strictly adhere to time schedules specified for arrival of vehicles at Jhamarkotra Mine. In this respect contractor shall get the time of arrival of vehicles certified from the Company's authorised Officer for each trip on day to day basis. In case of delay in arrival of vehicle for more than 10 minutes up to 30 minutes contractor shall be liable to pay predetermined compensation @ Rs. 300/- (Rupees three hundred only) for each delayed trip of vehicle. Similarly for delay in arrival of Swift desire Taxi Car for more than 30 minutes contractor shall be liable to pay predetermined compensation @ Rs. 600/- (rupees six hundred only) for each delayed trip of vehicle.
- 5.3.13 In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor 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.
- 5.3.14 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.

### **RIGHT TO REVIEW PERFORMANCE**

- 5.3.15 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.
- 5.3.16 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

### **RISK & COST**

- 5.3.17 In the event of failure on the part of the contractor to deploy & operate the vehicles as per time schedule prescribed in this behalf by the Company from time to time on any particular day or on any particular trip, the Company shall be entitled to engage/hire/deploy other outside vehicles at the risk & cost of the contractor. The amount of such expense/damages shall be adjusted by the Company from the monthly bills of the contractor and any other amount payable to the contractor under this contract. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations.

## **Chapter 4 - SCC**

### **Payments to the Contractor**

#### **CONTRACTOR'S REMUNERATION:**

- 5.4.1 The remuneration to be paid by the Company to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Officer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.
- 5.4.2 The schedule of rate or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works & otherwise incorporate in or used in connection with the work, also all rent & other payments in connection with obtaining diesel, lubricants, materials of whatsoever kind for the works and 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 octroi or other municipal or local board charges, fees, cess, as applicable on materials, equipment or machinery to be brought to site for use on work, shall borne by the Contractor.
- 5.4.3 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates or rate of remuneration shall be deemed to include and cover the cost of all inputs for the works or otherwise, also all rents and other payments for the works, all equipment, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item of work and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- 5.4.4 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), whatsoever as applicable upto the last date of submission of offer will be deemed to be included in and covered by the contract rate or schedule of rate. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.
- 5.4.5 The rate of remuneration 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 equipment/s, spares, oils, lubricants, tyres, tubes, statutory or otherwise on any other ground or reason or accounts whatsoever.
- 5.4.6 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 the tender document. The rates are inclusive of salary of staff, insurance, duties levies, taxes excluding service tax. It is expressly agreed and understood that the

contractor shall not be entitled to raise any claim on account of any other ground whatsoever during the currency of this contract. The agreed rates are inclusive of payment of weekly day of rest.

- 5.4.7 The contractor shall be entitled to claim remuneration of the vehicle actually deployed and used to transport the executives at the contract rates only. However, payment for running from the “0” (zero) point to 1st point of reporting and vice versa shall be paid.
- 5.4.8 Detention charge: No detention charges are payable.
- 5.4.9 The rates quoted by the tenderer shall be inclusive of all applicable taxes and duties excluding service tax as on the date of submission of the tender.
- 5.4.10 Income tax (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall be furnished to the contractor.
- 5.4.11 The rate quoted by the tenderer shall be inclusive of all applicable taxes & duties excluding service tax as on the date of submission of the tender. Any variation in the rate /nature of tax subsequent to submission of tender shall be reimburse to / recover from the contractor on submission of documentary evidence in this regard.

#### **PRICE VARIATION (ESCALATION/DE-ESCALATION)**

- 5.4.12 The rates quoted by the contractor and finally accepted by the company shall remain firm & fix for the period of this contract. Only variation on account of change in the market price of diesel (HSD) as announced by Government or IOCL/HPCL/BPCL will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The price variation on account of change in diesel price for the work will be computed based on notional consumption of diesel (HSD) per kilometers by the vehicles as given below-

- **Swift Desire Taxi car - 25 Kms. Per litre**

- 5.4.13 The prevailing price of diesel (HSD) of IOCL etc ex-Udaipur i.e **Rs.54.67** per litre (as on 04.03.2015) shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed.
- 5.4.14 The actual kilometer covered will be considered for the calculation of the kilometers for this purpose.
- 5.4.15 Admissible escalation/de-escalation shall be calculated as per formula given below

$$ES/DES = [D/N] \times (P_1 - P_0)$$

Where –

- “ES/DES” means admissible escalation/de-escalation in rupees
- “D” means actual transportation distance traveled during specified period in Km
- “N” means notional consumption
- “P<sub>1</sub>” means prevailing price of diesel in Rs. Per liter
- “P<sub>0</sub>” means base price of diesel in Rs. Per liter

- 5.4.16 Prevailing rate of diesel shall be the rate as prevailing for IOCL/HPCL/BPCL etc Depot at Udaipur. Contractor shall furnish rate certificate of diesel from IOCL/HPCL/BPCL etc Depot of Udaipur with every monthly bill.
- 5.4.17 No other escalation on any other ground shall be payable to the contractor.



## **TERMS OF PAYMENT**

- 5.4.18 Contractor shall raise bills on monthly basis for the work of transportation, separately for each Vehicle engaged by them, based on the total distance in Kilometers traveled during the billing month.
- 5.4.19 The duly completed bills of every preceding month may be submitted by the contractor to the concerned department on or before 7<sup>th</sup> of following month. Paysheet of the employee's of the preceeding month, PF deposition statement, etc. including the Log-sheet of each vehicle duly signed by the driver & verified by the concerned user in hard copy along with the soft copy of statement in MS-Access format as provided by the company.
- 5.4.20 The Contractor, on submitting the bill duly verified by the Officer-in-Charge for the work done, is entitled to receive a monthly payment normally within a period of fifteen (15) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 5.4.21 The Company shall make payment due to the Contractor by crossed Account Payee Cheque / through Bank. In no case the Company will be responsible if the Cheque is misplaced or misappropriated by unauthorized person/s.
- 5.4.22 Contractor is required to make payment of the monthly salary to their employees/drivers through bank only. The bank account of each employee/driver should be informed to the OIC from time to time.

## **DETERMINATION OF VARIOUS PARAMETERS**

- 5.4.23 For the purpose of this contract the determination of various parameters, viz. distance in kilometers of vehicles, time schedule for operations of vehicles, condition of vehicles, required skills of drivers and any other parameter whose determination is required in terms of contract etc., as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Contractor.

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

- 5.4.24 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.
- 5.4.25 The Company shall have lien on all amounts that may become due and payable to the Contractor under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor and the security deposit, bank guarantee etc furnished by him under the contract for or in respect of any debit or

sum that may become due and payable to the Company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor, unless the Contractor pays and clears the claim in full immediately on demand in cash to the Company.

## **CLOSING OF THE CONTRACT**

5.4.26 On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction are required to be submitted to the Officer-In-Charge.

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

5.4.27 On receipt of last & final bill, 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.

## **UNDERTAKING**

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

For and on behalf of the Tenderer

(Authorized Signatory)  
Seal & Date

**LETTER OF SUBMISSION OF TENDER**

DATE:

FROM

To:  
The General Manager (Contract),  
Rajasthan State Mines & Minerals Ltd.,  
Corporate Office, Udaipur

**Sub:** Tender for 3 nos. of Swift Desire Car (AC taxi permit) with drivers for operating between Udaipur to Jhamarkotra & working at Udaipur.

Ref: Tender no. RSMM/CO/GGM(Cont)/Cont-35/14-15 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 of. Rs.24,200 /- (Rupees Twenty four thousand two hundred only) in the form of crossed Demand Draft in favour of RSMML payable at Jhamarkotra , 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 it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of transportation of manpower and value, details of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.
7. In the event of acceptance of my/our offer I/we agree to own & deploy required number & type of Taxi-Car, of model mentioned in the scope of work, for the work within thirty (30) days from the date of receipt of Detailed Letter of Acceptance (DLOA). In this respect, an undertaking on non-judicial stamp along with supportive document is enclosed.
8. 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.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. 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 \_\_\_\_\_ 2015.**

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

Witness:Name & Address \_\_\_\_\_

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

Ref: Tender no. RSMM/CO/GGM(Cont)/Cont-35/14-15 dated 02.03.2015.

**Name of Tenderer**

The Check List should be submitted' alongwith TECHNO-COMMERCIAL (PART-I) BID' in the Performa 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, if registered (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 allows the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach duly attested supporting documents).	
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	(2013-14)	
5.2	(2012-13)	
5.3	(2011-12)	
6.0	Whether enclosed duly attested copies of audited balance sheets & P&L accounts of above financial years.	Enclosed /Not Enclosed
7.0	Main business activities (experience) of the tenderer.	
8.0	Others (Please specify)	

9.0	Acceptance of tender terms & conditions.	
10.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
11.0	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 6)
12.0	PAN No.	
13.0	Any other relevant information about the tenderer.	
14.0	Undertaking on non-judicial stamp paper that there is no case/litigation is pending against him with the company and other company's, in relation to the work.	Yes/No
15.0	Affidavits on non judicial stamp paper that tenderer is not having or had any litigation with the company, if any, give details.	Yes /No.
16.0	The Tenderer/Bidder would give a declaration that I/We have not been banned/suspended or de-listed by RSMML.(Annexure 'B')	Yes /No.
17.0	Undertaking on non-judicial stamp paper that required number & type of vehicle as mentioned in tender document shall be owned and deployed for work within thirty days from the date of issue of LOA.	Yes /No.
18.0	Details of Earnest money deposited through Demand Draft/Pay Order/Banker's Cheque.	No. & Date. Name of Bank Payable at
19.0	Undertaking that I/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 it may be treated as withdrawn from our side.	
20.0	PF account No.	
21.0	Service Tax Registration No.	
22.0	MSMED Reg. No if any	

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

**(Authorised Signatory)**

Name of the Tenderer: -----

Designation/ Relationship of the: -----

Authorised Signatory with the tenderer

Date: -----

Place: -----

(On the letter head of the tenderer)

**FORM"3"**

**Information Regarding vehicle Which Tenderer Proposes to  
Use for this work and Readily Available**

Ref: Tender no. RSMM/CO/GGM(Cont)/Cont-35/14-15 dated 02.03.2015

**Name of Tenderer** \_\_\_\_\_

No	Registration number of Taxi-Swift Desire Car	name of owner	Make	Year of manufacture (Model)	Seating Capacity	Name of Owner	Present place of deployment	Total Kms run up to date	Approx. date when it will be deployed at site	Period of retention at site	Full technical description including HP, Inner dimension of Taxi-Cars	Condition of equipment

**Certified that the above information is correct.**

**Signature of Tenderer**

**Note:**

- i) Complete information shall be submitted & if required additional sheets may be attached. The tenderer may submit the ownership details/documentary evidence of owning the equipment mentioned above.
- ii) In case the tenderer proposes to engage equipment of other agencies an undertaking of the owner of the equipment on non-judicial stamp paper should be submitted along with other details.
- iii) Tenderer will submit an undertaking (Annexure 'B') that the proposed Swift Desire Taxi-Car and shall be deployed within one month from the date of DLOA exclusively for the tendered work.

(On the letter head of the tenderer)

**FORM"4"**

**EXCEPTIONS AND DEVIATION**

Ref: Tender no. RSMM/CO/GGM(Cont)/Cont-35/14-15 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**

(On the letter head of the tenderer)

FORM"5"

**PRICE BID**

Ref: Tender no. RSMM/CO/GGM(Cont)/Cont-35/14-15 dated 02.03.2015

Name of Tenderer \_\_\_\_\_

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

<b>MONTHLY HIRE CHARGES</b>						
S. No	No. of vehicle	Daily Hours	Description of operation	Minimum Kms./ Month/Car	Rate/ Car/ in figures /words	Total Amount (Rs)
1	3Nos.	12 Hrs.	Providing 03 Nos. of Swift Desire Car model 2014 and onwards (AC taxi permit) with Drivers with proper uniform; For operating between Udaipur to Jhamarkotra and Working at Udaipur	2500 Kms		
2.	Rate for extra Km. operation beyond stipulated monthly Kms as above (Rs./Km) In figures/Words.					
3.	Rate for extra hour operation beyond stipulated Duty hours as above (Rs./Hour) In figures/Words.					

- Note:**
1. The rates quoted will remain firm & fixed through out the contract period except Diesel escalation/de-escalation.
  2. Tenderer are required to quote the rates for all items in figures & words.
  3. In case of difference between the quoted rates in figures and words, the lower of the two shall be considered.
  4. The Diesel price of Rs 54.67 per Litre. is considered as base price for this work.
  5. 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.
  6. These rates are inclusive of all expenditures, duties, levies, taxes **excluding service tax.**

Dated: -----

Place: -----

**(Signature of Tenderer with Seal)**



**ANNEXURE-‘A’**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a Public Sector Bank(Except SBI Bank)/ICICI/Axis/HDFC bank having its Branch office at Udaipur on non-judicial stamp paper of 0.1% of BG value 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 fulfillment by the said Letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ ( Rs. \_\_\_\_\_ ) being equivalent to \_\_\_\_\_ % of Contract value of Rs. \_\_\_\_\_.

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

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
  
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor’s failure to perform the covenants contained in said Letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank’s liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - 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 we have independently inspected Jhamarkotra Mines & routes proposed for operation of three Swift Desire taxi car ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 2) I/we do hereby confirm & declare that we will deploy the desired vehicle as stipulated in the tender document sire taxi car for one month from the date of issue of DLOA. I/we further undertake & declare that I/we will deploy three Swift Desire taxi car within one month from the date of issue of DLOA for the tenderized work.
- 3) I/we have also ascertained all such other information, whether technical/commercial or otherwise.
- 4) I/we have also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- 5) I/We do hereby agree and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 6) I/We have not been banned/suspended or de-listed by RSMML.

Dated: -----

Place: -----

(Authorised Signatory)

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

ANNEXTURE-C

**AFFIDAVIT FOR PF DECLARATION IN SUPPORT OF TENDER**  
(On non-judicial stamp paper of Rs.10/- )

I \_\_\_\_\_ S/O \_\_\_\_\_

aged \_\_\_\_\_ Years \_\_\_\_\_ Resident of \_\_\_\_\_

On behalf of the tenderer i.e. M/S \_\_\_\_\_

Hereby undertake 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, 1952 including subsequent amendments and notifications in respect of the employees engaged for the work 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 1952 including subsequent amendments and notifications, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent  
(Authorised signatory)

**Verification**

I/We, 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)

## ANNEXURE “D”

### PROFORMA OF DECLARATION

(To be submitted on a non judicial stamp paper of Rs. 10/-)

Ref: Tender no. RSMM/CO/GGM(Cont)/Cont-35/14-15 dated 02.03.2015

Name of Tenderer \_\_\_\_\_

I \_\_\_\_\_ S/O \_\_\_\_\_ aged \_\_\_\_\_ Years \_\_\_\_\_ Resident  
of \_\_\_\_\_ On behalf of the tenderer i.e. M/S \_\_\_\_\_

Hereby take oath and give declaration as under:-

- 1) I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- 2) I/we have not been banned/suspended/de-listed by RSMML.
- 3) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- 4) I/we declare that price bid is in prescribed performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
- 5) That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- 6) I/We will deploy the required number & type of car of model as mentioned in the tender document for work within 30 days from the date of issue of LOA
- 7) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- 8) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us

Date: -----

Place: -----

(Authorised Signatory)

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

### **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 there under, 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.

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

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

Signature of contractor with address.