



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

SHORT TERM TENDER DOCUMENT

For

**“FEEDING OF LGO INTO PRIMARY CRUSHER HOPPER BY
USING FRONT END LOADERS & TIPPERS AT IBP,
JHAMARKOTRA MINES, UDAIPUR”**

Short Term Tender No. RSMM/ JKT/IBP/(Mech.)/16-17/2834 dated 18.11.2016

Issued by

Group General Manager (Rock Phosphate)

SBU&PC-(RP) Jhamarkotra

RSMML, Udaipur

Cost of Non Transferable

Tender Document (including tax) : Rs 1150/-

Last Date of submission of offer : 06/12/2016 up to 3.00 pm

Date of Opening of offer : 06/12/2016 at 3.30 pm

Registered Office:

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

Corporate office:

4,Meera Marg,Udaipur-313001
Phone:(0294)2428743
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 LTD.

(A Government of Rajasthan Enterprise)

Purchase Department, Phosphate Division, SBU & PC Rock Phosphate,
Jhamarkotra Mines, P.O.: Jhamarkotra, Via. & Dist. Udaipur (Rajasthan)

Phone: 0294-2324441-43 Telefax: 0294-2342444

TENDER SCHEDULE

TENDER DESCRIPTION	Feeding of LGO into Primary crusher hopper by using front end loader & trippers at IBP
TENDER No. & Date	Short Term Tender No. - RSMM/ JKT/IBP/(Mech.)/16-17/2834 dated:18/11/2016
Type of Tender	Single Bid System
Place of Sale	Office of SM (F&A), Marketing Department, Corporate Office, 4 Meera Marg, Udaipur
Submission of Tender Document	Office of SM (F&A), Marketing Department, Corporate Office, 4 Meera Marg, Udaipur
Date of Sale of Tender Document	From 21/11/2016 to 06/12/2016, up to 01.00PM
Last Date of Receipt of Tenders	Up to 03:00 PM ON 06/12/2016,
Due Date of Opening	At 03:30 PM on 06/12/2016,
Place of Opening	Office of SM (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur- 313001
Cost of Non-Transferable Tender Documents	Rs.1150/- (Inclusive VAT)



Section 1

Definitions, Interpretations

1.0 DEFINITIONS:

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

- i. "**Agent**" shall mean the Agent for Industrial Beneficiation Plant so notified by the company in this behalf.
- ii. "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- iii. "**Approved**" shall mean approved in writing by the Company/Engineer- In-Charge.
- iv. "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- v. "**Commencement of work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- vi. "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- vii. "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- viii. "**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.
- ix. "**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.
- x. "**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.

- xi. **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-in-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- xii. **“Engineer-in-Charge”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC – Rock Phosphate.
- xiii. **“Final Certificate”** in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC – Rock Phosphate.
- xiv. **“Group General Manager (contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor office.
- xv. **“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.
- xvi. **“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.
- xvii. **LGO** shall mean low grade phosphate ore.
- xviii. **“Managing Director/Management”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- xix. **“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.
- xx. **“Period of liability”** in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the Company.
- xxi. **“Plant Manager”** shall mean the Manager so designated under Mines Act. 1952 for Industrial Beneficiation Plant of Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- xxii. **“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.
- xxiii. **“Schedule of quantities and Rates”** shall mean the quantity of feeding of LGO incorporated in the contract, for the execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- xxiv. **“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.
- xxv. **“Sub-Contractor”** shall mean any person or firm or company (other than the Contractor

himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.

- xxvi. **“Specifications”** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- xxvii. **“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.
- xxviii. **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- xxix. **“Tonne”** shall mean metric tonne (1000 Kilograms).

1.2 **INTERPRETATIONS:**

- i. 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.
- ii. Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

- viii. 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.
- ix. No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- x. No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.
- xi. The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU&PC Phosphate: Jhamarkotra Mines, Post: Jhamarkotra, Dist: Udaipur Pin: 313015

URL: [http:// www.rsmm.com](http://www.rsmm.com)

section 2

Short Term Notice Inviting Tender

1. SCOPE OF WORK:

Scope of work for "Feeding of LGO into the hopper of Primary crusher by Loader & Tipper combination at IBP of Jhamarkotra Rock Phosphate Mines" generally shall include but not limited to the followings:

- i. Loading of different types of ore from different ore stacks located around LGO Crushing Plants (by using front end loaders) into the trucks/tippers; transportation of loaded trucks/tippers to an average lead (to & fro) of approximately 0.50 Km and unloading into the hopper of LGO Crushing Plant as per the requirement of company as ascertained by Engineer-In-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work.
- ii. Arrangement has to be made for feeding of ore into the hopper of LGO Crushing Plant at the rate of about 250 MT/Hour.
- iii. Water Sprinkling at stack yard and on the roads leading to hopper of LGO Crushing Plants for suppression of dust.
- iv. Removal/breaking/pushing down the over size boulders from grizzly.
- v. Removal of lumps/over size boulders from the hopper in case of choking at discharge end of hopper.
- vi. Sorting of oversize boulders at different stack yards to make them suitable for loading to grizzly.
- vii. All related jobs, required for carrying out the above scope of work are also deemed to be part of the scope of work.

2. Special Conditions Applicable for the Work of Feeding of LGO into the hopper of primary crusher:

- i. Contractor has to make necessary arrangement for feeding of ore into the hopper of LGO Crushing Plant at the rate of 250 MT/Hour considering the 25 working days in a month. However, if required contractor has to feed the plant twenty- four hours per day, seven days a week. The contractor shall examine all pros & cons and its impact on the performance and progress of work. The Company will not entertain any claim on this account or otherwise. Contractor shall ensure feeding of minimum quantity of 45900 MT Per month with a quarterly quantity of 1, 37,500 MT (+) 10%.
- ii. The feeding of different grades of LGO to the hopper of primary crusher from the different stack yards located around the LGO Crushing Plants shall be carried out strictly as per the precise blending schedule as ascertained by the Engineer- in-charge or his authorized representative from time to time. Accordingly, contractor shall work strictly as per the instructions and guidance of the Engineer-in-charge
- iii. The Contractor shall depute his accredited representative throughout the working hours at working site to supervise the work and to receive the instructions of the Company. It shall be the duty of those representative/s to

- call on at the office of Unit/Project concerned of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with.
- iv. At the time of blasting, loading equipment, trucks & persons if any, in the area of blasting, have to vacate the area of blasting.
 - v. While feeding of LGO to the hopper of primary crusher, contractor has to ensure that no oversize boulders (any dimension > 50 cms) are fed to crushing plants.
 - vi. The contractor shall ensure that no extraneous material including metallic piece is loaded in trucks/vehicles and fed to the crushing plant hopper. Any such metallic pieces shall be sorted out and stacked away.
 - vii. The Contractor while loading and/or unloading LGO shall ensure that overburden & other extraneous material is not mixed with ore during the course of loading and/or unloading.
 - viii. The contractor shall have to take effective measures at its own cost & expenses for proper water sprinkling & suppression of dust generated during the process of loading, unloading, transportation etc., in & around the working areas so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961 and as per the requirements of Environment and Pollution Board. In case the dust concentration is found to be more than the limits referred to above then the RSMML may make arrangements for water sprinkling & dust suppression at the cost & expenses of the contractor.
 - ix. Adequate fleet of vehicle/equipment including front end loaders, tippers/dumpers, and water sprinkler etc for suitably completing the tendered quantity shall be deployed by the contractor. The deployed vehicle/equipment should be in suitable working condition to complete the job as per work requirement. The contractor shall also make available the backup equipment in case of breakdown.
 - x. The deployed equipment shall in the name of bidder with model not older than 2013. The bidder having own equipments shall give details of fleet of vehicle with offer. If the equipment are outsourced, undertaking of outsourcing along with offer on non-judicial stamp & agreement on non-judicial stamp of bidder with outsourcing parties shall be produced/submitted with the acceptance of work order, if work is awarded to the bidder.

3. Terms & Conditions:-

- i. This is an enquiry and must not be treated as an order.
- ii. **EMD:** - 2% of the value of the offer in the form of DD payable to RSMML, Jhamarkotra to be deposited along with the offer. The DD should be drawn on any Nationalized/Scheduled bank (except SBI) payable at Udaipur and attach the same in original with the offer, failing which bid is liable to be rejected. No interest shall be paid by the company on the earnest money. The earnest money of the unsuccessful tenderer will be refunded after the issuance of LOA/work order to the successful tenderer.
- iii. **SD:-** SD @ 10% will be applicable in the form of BG which will be valid for 6 months. No interest shall be payable on SD. BG to be submitted in 15 days from the date of issue of the work order. BG shall be released after 03 month from the completion of work without interest.
- iv. **Rate:-**The rates to be quoted on Rate in Rs./MT and the quoted rates shall be inclusive of all taxes, duties and levies.
- v. The offer should have a validity of 30 days. No quotation will be considered which is received after the due date & time of opening of the quotations. In exceptional case a delayed quotation may be considered at the discretion of the RSMML.
- vi. **Tenderer shall be pre-qualified on the basis of the following criteria :-**

Tenderer should have minimum turnover of Rs. 15.00 Lakh in any one of the last four preceding financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in tenderer's name.

- vii. Preference shall be given to the bidder having its own equipment.
- viii. Interested parties may visit at LGO (IBP) at Jhamarkotra Mines any working day from 9:00AM to 3:00 PM (except Monday).
- ix. The RSMML does not bind itself to accept the lowest quotations and reserves the right to accept a quotation in part or in full. Furthermore, RSMML has the right to reject in part or full any or all quotations without assigning any reason.
- x. **Period Of Contract:**-3(three) months. The contract period can be further extended at sole discretion of RSMML.
- xi. **Penalty: (a.)** If the contractor fails to feed minimum quantum of LGO as per quarterly target given by engineer in-charge, the contractor shall be liable to pay compensation. The contractor shall be liable to pay a predetermined and agreed compensation @ 10% of the remuneration payable or Rs. Two per MT, whichever is higher for unexecuted targeted quarterly quantity to the company. The same shall be deducted from the running bills. The rate of remuneration payable prevailing at the time deductions are made would be applicable for the purpose of recovery.
(b.) However, compensation for shortfalls in the contractual targets could be reduced or waived off if adequate justification or grounds exist for such a reduction or waiver based on the written request by the contractor for the same. Further, if concerned Engineer In charge clarifies that any such shortfall is due to the less crushing requirement or due to less availability of Crushing Plants for operation owing to various constraints, compensation would not be imposed.

4. TERMS OF PAYMENT:

- i. One number electronic weight meter is installed on conveyor no.1, which carries crushed LGO from the Primary crusher to buffer stock pile. The initial and subsequent/final readings are recorded from this electronic weight meter.
- ii. The difference between the final reading and initial reading will be recorded in a register (kept in the office) by the Engineer-in-charge or his authorized representative. This record will be the basic document for the purpose of making payment to the contractor. The weight meter recorded by the Engineer-in-charge or his representative shall be final and binding on contractor for the billing purpose.
- iii. For payment purposes the contractor shall raise the bill on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer-in-charge. Weight of material as recorded shall be taken & treated as final for the purpose of this contract. The rates as accepted by the Company shall only be considered for billing purpose.
- iv. The Contractor, on submitting the bill duly verified by the Engineer In-Charge for the work done, is entitled to receive a monthly payment within a period of thirty
(30) days after submission of the bill. For payment purposes the contractor shall raise the bill in triplicate along with detail of Bank (A/C No: IFSC code etc.) and the photocopy of the PAN Card.
- v. The payment against the bill will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

- vi. The Company shall make payment due to the Contractor by crossed Account Payee cheque/ RTGS . In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s.

5. COMPLIANCE IN RESPECT OF VARIOUS ACTS :-

- i. 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:
- ii. The Contract Labor (Abolition & Regulations) Act 1971
- i) The Payment of Wages Act, 1936
 - ii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
 - iii) The Payment of Bonus Act 1965.
 - iv) The Mines Act 1952.
 - v) The payment of Workmen's Compensation Act 1923.
 - vi) The Minimum Wages Act., 1948
 - vii) The Payment of Gratuity Act.
 - viii) Air & Water Pollution Acts
 - ix) Mines Rules 1955
 - x) Environment Protection Act 1986 and Environment Protection Rules 1986
 - xi) Fatal Accident Act,
 - xiii) Motor Vehicles Act-1988
 - xiv) Industrial Dispute Act, 1947,
 - xv) RTPP Act, 2012
- iii. 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.
- iv. 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.
- v. 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.
- vi. The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-

Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices.

6. SIGNING OF THE CONTRACT AGREEMENT

- (1.) The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value (prevailing under Indian Stamp Act on the date of signing of agreement) under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- (2.) The contract agreement shall consist of –
 - i) An agreement on non-judicial stamp paper of appropriate value,
 - ii) Tender document, along with the addenda/corrigendum, if any.
 - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

7. DIESEL

The contractor shall arrange diesel from his own sources for the above work. Diesel Escalation shall be payable to the Contractor as provided in this tender document. In case of de-escalation, the sum shall be recovered from the contractor.

8. TERMS OF PAYMENT (BILLING):

For obtaining running account payment the contractor will submit a bill in approved pro forma in triplicate to the Engineer-In-Charge of the work/s giving abstract and detailed **weight meter of LGO being** fed into hopper of primary crusher during a **month (calendar)** before the expiry of the first week of the succeeding calendar **month** along-with following details.

- i.) Abstract and detailed weighment of LGO fed into hopper of primary crusher during a month.
- ii.) Rate(s) of diesel prevalent during that month.
- iii.) Copy of wage payment sheet of the previous months to the employees actually employed by the contractor at Mines. Wage payment is to be made through Bank Account. In case Bank Account is not available, the wage sheet verified by EIC and affixing revenue stamp on wage sheet shall be attached,
- iv.) Variation in taxes if any will be payable only on submission of documentary evidence submitted for deposit of same with Govt. A/c duly reflected in invoice.
- v.) Documentary evidence of the PF amount deducted from the monthly salary of the employees of the contractor actually employed at Mines for execution of the contract and submission of this amount along with contractors contribution to the PF commissioner, for the previous month.

The Engineer-in-Charge shall take or cause to be taken the requisite weighment for the purpose of having the same verified, and the admissible portion of the bill of the contractor as far as possible, shall be paid after making necessary

deductions or adjustment/s, if any, on or before the expiry of 15 days from presentation of the bill. However no interest shall be paid on this amount.

9. ESCALATION/DE-ESCALATION

On account of Price Variation in retail price of Diesel

The contract rate would be subject to adjustment as per diesel price variation. For payment of diesel escalation/de-escalation, the base date for price of diesel shall be considered.

The Diesel escalation/de-escalation on account of variation in diesel price at retail outlet of IOCL Udaipur may be considered. The **diesel consumption norm of 0.20 litre per MT of LGO feeded** shall be treated for computation for diesel escalation/de-escalation. The current retail price of diesel of IOCL for Udaipur City **Rs. 59.00 per litre** will be considered as base price for this purpose. In case of increase/decrease in prices of diesel with reference to the base price, the diesel escalation/de-escalation shall be considered on above mentioned diesel consumption norm.

10. Other Escalation

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 above & variation in taxes & duties. No **other** escalation shall be payable to the Contractor during the currency of the contract.

11. Termination of Contract

- i. In case the work is found to be of unsatisfactory or in case of breach of contract, the contract may be terminated after giving due notice. In such an event SD may be fortified.
- ii. RSMML at its discretion may terminate the contract without assigning any reason and compensation in whatsoever.

12. Dispute and Jurisdiction

In case of any dispute between the Agency and RSMML, the decision of the Group General Manager, SBU&PC- Rock Phosphate, would be final and binding on the Agency and department



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU&PC Phosphate: Jhamarkotra Mines, Post: Jhamarkotra, Dist: Udaipur Pin: 313015

URL: [http:// www.rsmm.com](http://www.rsmm.com)

(On the letter head of the tenderer)

FORM "A"

PRICE OFFER

Short Term Tender No. RSMM/ JKT/IBP/(Mech.)/

.....Nov, 2016

Name of the tenderer.-

Price Performa for the for Feeding of LGO into Primary crusher hopper by using front end loader & trippers at IBP Jhamarkotra Mines Udaipur.

Sr. No.	Brief description of the work	Qty.(MT)	Rate in (Rs./ MT)
1.	Loading of different types of ore from different ore stacks located around LGO Crushing Plants (by using front end loaders) into the trucks/tippers; transportation of loaded trucks/tippers to an average lead (to & fro) of approximately 0.50 Km and unloading into the hopper of LGO Crushing Plant as per the requirement of company as ascertained by Engineer-In-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work.	1,37,500 MT (±) 10%.	

1. Rate should be quoted inclusive of all the taxes, service tax@15%/VAT/cess etc. TDS at source will be deducted by company as per rules.
2. The rates are to be quoted in Rupees. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be considered.
3. No any other payment shall be made except the quoted rate.
4. All statutory deductions like income tax, etc. shall be made as applicable.

(Signature of the tenderer with Seal)

(On the letter head of the tenderer)

Annexure "A"

Short Term Tender No. RSMM/ JKT/IBP/(Mech.)/

.....Nov, 2016

Name of the tenderer

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	
7.	PAN	

(Signature of the Tenderer with Seal)

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector Bank(except State Bank of India)/ICICI/Axis/HDFC having its Branch office at Udaipur on non-judicial stamp paper of value 0.25% of BG amount subject to minimum 200/-) .BG _____ Dated _____

This Deed of Guarantee made between _____ a Nationalised /Scheduled 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 suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or CPA 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 ____2016.