



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

FOR

**Breaking of boulders lying in & around LGO & HGO (New and old) Crushing Plant
Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan)**

Tender No. RSMM/ Phos/Q.C./Cont-1/15-16/ 5578/Dated 30.04.2015

Issued by

Dy. General Manager (Q.C.),
Jhamarkotra Mines, RSMML, Udaipur

Cost of Non Transferable

Tender Document (including VAT) : Rs. 570/-

Place of Sale of Tender : Office of SM (F & A) Marketing,
Corporate office, Udaipur

Date of Sale of Tender : **From 08.05.2015 to 09.06.2015 up to 1.00 pm**

Date of Receipt of Tender : **09.06.2015 up to 3.00 pm at C.O, Udaipur.**

Date of Opening of Techno-commercial Part: 09.06.2015 at 3.30 pm at C.O., Udaipur.

Registered Office:

C-89 Jan path Lal Kothi Scheme,
Jaipur 6302 015
Phone:0141-2743734
Fax : 0141-2743735

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone (0294)2527211,2428763-67,
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 (Raj)

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

Ref. no:-RSMM/ Phos/Q.C./Cont-1/15-16/5578

Dated 30.04.2015

DETAILED NOTICE INVITING TENDER

Sealed Tenders in two parts (Part A Techno-commercial offer and Part B price offer) are invited for following works at Jhamarkotra rock Phosphate Mine, Udaipur(Rajasthan) from reputed contractors having experience of similar nature of work:-

Brief Description of work	Estimated value of work(in Rs.)	Contract Period	EMD By DD/PO
Breaking of. boulders lying in & around LGO & HGO (New and old) Crushing Plant Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan)	7.50 lac	Four months	Rs.15000/-
Cost of tender document is Rs 570/- (Inclusive of VAT) by cash/D.D.in favour of RSMM Ltd.ö Payable at Udaipur			
Period & Place of Sale of documents: from Office of SM (F & A) Marketing, Corporate Office, Udaipur or download from our website	From 08.05.2015 to 09.06.2015. up to 1.00 pm, In case down loaded from website, tender fee to be deposited with the Techno-Commercial offer		
Last Date & Time of Submission of offer	Dated 09.06.2015 up to 3:00 pm at C. O. Udaipur		
Opening of Techno-Commercial Offer	Dated 09.06.2015 at 3:30 pm at C. O. Udaipur		

The tenderer should fulfill following pre-qualifying criteria:-

- The Tenderer should have minimum turnover of Rs. 3.75 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 shall be pre-qualified on the basis of documents furnished along with bid in support of above criteria, prior to the detailed evaluation of techno-commercial bid of the tender. The decision of the company will be final and binding in this regard. The price bid of only those bidder shall be opened who qualify in technical bid as per the above criteria and only qualified bidder will be informed about price bid opening.

For pre-qualification purpose, the tenderer should submit duly attested copy of audited balance sheet in support of turnover, along with the offer should be submitted. In case of partnership firm, the experience of Partnership firm will be evaluated subject to the condition that partnership firm in vogue prior to issuance of NIT of this tender. It is to be noted that the experience & turnover of the tenderer shall only be considered. Equipment/vehicles, in the name of partners will also be considered for qualification purposes in case of partnership firm.

The tenderer/bidder who has earlier been Suspended or Banned by the company shall not be eligible to participate in these tenders during the currency of suspension/ban 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.

Dy. General Manager (Q.C.)

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

SECTION - II

Definitions, Interpretations

- 2.1.1 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.
- 2.1.2 "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.3 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2.1.4 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.5 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.6 "**Beneficiated Rock Phosphate**" or "**Concentrate**" or "**BRP**" or shall mean all types of processed/beneficiated rock phosphate in powdery form (-200 mesh size) with variable P₂O₅ having Apatite as main constituent mineral along with other associated impurities and variable moisture content.
- 2.1.7 "**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.
- 2.1.8 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.9 "**Contractor**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 2.1.10 "**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.
- 2.1.11 "**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 Metric Tonne basis.
- 2.1.12 "**Commencement of work**" shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 2.1.13 "**Crushing Plant**" or "**Crusher**" shall mean crushing & screening plants at Jhamarkotra Mines. It includes the existing New & Old HGO Crushing plants and contractual crushing units that are used for production of various crushed products of different grades & specifications.
- 2.1.14 "**Officer-In-Charge**" or "**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 of Rock Phosphate.
- 2.1.15 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.

- 2.1.16 **“Group General Manager (contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor in office.
- 2.1.17 **“Dy. General Manager”** shall mean the Dy. General Manager of Rajasthan State Mines and Minerals Limited so designated for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the Company.
- 2.1.18 **“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.
- 2.1.19 **“Mines Manager”** shall mean the Mining Engineer so designated under Mines Act, 1952 for Jhamarkotra Rock Phosphate Mines under SBU & PC Rock Phosphate of Rajasthan State Mines and Minerals Limited.
- 2.1.20 **“Mines”** shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 2.1.21 **“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.
- 2.1.22 **“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.
- 2.1.23 **“Ore”** or **“Rock Phosphate Ore”** or **“Phosphorite”** shall mean all types of meta-sedimentary rock phosphate with variable P₂O₅ having **“Apatite”** as main constituent mineral along with other associated impurities.
- 2.1.24 **“HGO”** or **“High Grade Ore”** shall mean High Grade Rock Phosphate Ore having more than 30% P₂O₅ content on average basis.
- 2.1.25 **“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 for the execution of the contract.
- 2.1.26 **“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.
- 2.1.27 **“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.
- 2.1.28 **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 2.1.29 **“Tonne”** or **“Metric Ton”** or **“MT”** shall mean metric tonne (1000 Kilograms).
- 1.2.0 INTERPRETATIONS:**
- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.

- 1.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 1.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 1.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.8 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.
- 1.2.9 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.
- 1.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.2.11 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 himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy him in all respect, before the submission of offer.
- 3.2 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with these documents irrespective of any defect, omissions or errors that may be found in the documents.
- 3.3 The tenderer has also deemed to have himself/itself independently obtained all relevant and necessary information regarding the location and situation appreciating all pros and cons and all such other information, whether technical/commercial or otherwise. The tenderers has also deemed to satisfied himself/itself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement etc. and tenderers do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 3.4 All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

TRANSFER OF TENDER DOCUMENTS

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

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.8 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialed 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 authorizing him/her to sign on behalf of tenderer before submission of the tender. All papers should also bear the stamp of the tenderer.

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 Firmø Register & partnership deed in the tender. The tender should be signed either by all the partners or by any one partner duly authorized by all other partners of the firm. Tender by a Corporation/Company shall be signed by an authorized 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.

- 3.9 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.
- 3.10 The tender should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 3.11 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.12 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.
- 3.13 **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**
- 3.14 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.
- 3.15 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.
- 3.16 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

- 3.17 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.
- 3.18 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

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

SUBMISSION OF TENDERS

- 3.20 Tender offers along with covering letter (as per Form -a) are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work, specifying option number, etc.
- 3.21 Both the envelopes should be kept in a sealed envelope addressed to Dy.G.M.(Q.C.), RSMML, Jhamarkotra Mines Distt.- Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.
- 3.22 The sealed offers should be submitted in the office of the Sr. Manager (F&A), RSMML, Marketing division, Corporate Office,4-Meera Marg, Distt.- Udaipur, PIN 313001 on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.
- 3.23 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/authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
 - ii. Earnest Money Deposit.
 - iii. Power of Attorney in favour of the authorized representative signing the tender, as required.
 - iv. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
 - v. Copy of PAN card & Service Tax Registration Number .
 - vi. Attested copy of the Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
 - vii. 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.
 - viii. Exceptions & Deviations statement to be submitted by the tenderer in Form-3.
 - ix. Provident Fund Account Number of establishment and its effective date.
 - x. Duly filled FORMS 1,2 and 4 of tender document.
 - xi. Undertaking/affidavit as per Annex-I, II, III & V given in tender document.
 - xii. Duly attested copies of all such other documents as referred in the tender document.
- 3.24 Tenderer must submit copies of documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted

that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.25 PART II 'Price Bid'

- i) The 'Price Bid' shall be submitted in one copy. The tenderer is to quote the rates in the format provided at Form-5 of this tender document.
- ii) The rates are to be quoted in Rupees and in the prescribed price bid Performance
- iii) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- iv) 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

- 3.26 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.
- 3.27 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with tender Clause, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

LATE BIDS

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

OPENING OF THE TENDER

- 3.29 The envelope containing Part I 'Techno-Commercial Bid' of the offer will be opened in the office of the Sr. Manager (F&A), RSMML, Marketing Corporate Office, 4-Meera Marg, Distt.- Udaipur, PIN 313001 as mentioned in the NIT. The authorised representative/s of the tenderers is at liberty to be present at the time of the opening of the tender.
- 3.30 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

EXCEPTIONS AND DEVIATION

- 3.31 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers

should mention the deviations at their risk of rejection only in Form 3a. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY(Earnest Money)

- 3.32 The tenderer must pay Bid Security/ Earnest Money as specified in NIT in the form of crossed demand draft in favour of "RAJASTHAN STATE MINES AND MINERALS LTD." 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/ignored. 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 returned in original at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be returned back in original after issuance of LOA by successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within a period of 15 (fifteen) days from the date of issue of intimation regarding acceptance of tender (LOA).
- 3.33 The earnest money of a tenderer shall be forfeited in the following cases:-
- i. If the tenderer withdraws or modifies the offer after submission of the tender within the validity period.
 - ii. If the tenderer does not submit the prescribed Bank Guarantee/D.D. as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
 - v) If the tenderer fails to commence the work within the time specified in the tender.

VALIDITY

- 3.34 Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 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.

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.35 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) meets the eligibility criteria;
 - ii) has been properly signed;
 - iii) is accompanied by the required securities; and
 - iv) is substantially responsive to the requirements of the Bidding documents.
- 3.36 A substantially responsive Bid is one which confirms to all the terms, conditions, and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:
- i) which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or whose

rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.37 The techno-commercial bids of substantially responsive tenderers 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.
- 3.38 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.
- 3.39 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.

3.40 NEGOTIATION

- 3.40.1 Negotiations shall be conducted with the lowest tenderer only. In case of non satisfactory achievement of rates from lowest tenderer, RSMML may chose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter offer to the second lowest tenderer, then to third lowest tenderer and so on in order of initial bidding, and work order shall be awarded to the tenderer who accepts the counter offer.
- 3.40.2 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotations of tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 3.40.3 In case of negotiations, representative of 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:

- 3.41 Price Bid (Part ó 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 contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 3.42 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.
- 3.43 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened. Only such short listed tenderers will be informed about the date and time of opening of the price bids.

PROCESS TO BE CONFIDENTIAL

- 3.44 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.
- 3.45 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.

INTERFERENCE WITH PROCUREMENT PROCESS

- 3.46 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 resource 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.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.47 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").
- 3.48 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses, below would be the formalization of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 3.49 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.
- 3.50 The contract agreement shall consist of ó
- An agreement on non-judicial stamp paper of appropriate value
 - Tender document, along with the addend/corrigenda, if any.
 - Telex/Letter of Acceptance & Detailed Letter of Acceptance.
 - Agreed Variation, if any,
 - Any other document as mutually agreed.

RIGHTS OF COMPANY

- 3.51 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 it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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

REFUSAL / FAILURE

3.52 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 willful 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.

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

- 4.0 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.
- 4.1 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-In charge whose decision shall be final and binding.
- In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

SECURITY DEPOSIT

- 4.2 The successful tenderer shall furnish a Security Deposit @ 10% of total contract value. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract.
- 4.3 The contractor shall furnish a Security Deposit through account payee Demand Draft in favour of RSMML, Udaipur /Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/Detailed Letter of Acceptance (DLOA)/Letter of Acceptance (LOA), for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU(except SBI) / ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.1% of BG value subject to minimum of Rs. 200/- whichever is higher. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 No interest is payable on S.D. amount.
- 4.11 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

PROVIDENT FUND

- 4.12 The contractor shall be wholly responsible for complying with the fulfilments 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.
- 4.13 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.
- 4.14 The Contractor shall remit the PF due to the Regional Provident Fund Commissioner under intimation to the Company. The contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act but are required to deposit the PF due to the applicability of the Contract Labour (Regulation and Abolition) Act may deposit the PF with the RSMML's P.F. Trust. In case the contractor remits PF dues to the RSMML's PF Trust then an additional amount @ 1.10% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. Such contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act are required to submit an affidavit on stamp paper of appropriate value at the time of award of contract that
- a) They are not covered under the Employees Provident Fund and Miscellaneous Provisions Act, and
 - b) In case during the currency of the contract they come under the purview of said act then they will get themselves registered with the PF commissioner and will deposit the PF with Regional Provident Fund Commissioner.
- 4.15 However, each running account bill must be submitted alongwith the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- 4.16 Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF. which shall either be

refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

SUB-LETING OF WORK:

4.17 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

4.18 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 defence 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

4.19 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.

4.20 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.

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

STATUTORY OBLIGATION

4.22 The Contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work

provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

TAXES

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

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.24 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.

IDEMNITY

- 4.25 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Engineer-in- Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.26 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.
- 4.27 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:

- 4.28 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.
- 4.29 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor,

requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

4.31 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:

4.32 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 Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not derive 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

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

DISCREPANCIES BETWEEN INSTRUCTIONS

4.34 Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision

thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

4.35 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 qualified staff to the satisfaction of the Engineer-in-Charge sufficient and to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified 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 Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

4.36 Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

4.37 The Contractor shall be responsible for the proper conduct and behavior 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 neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

DAMAGE TO PROPERTY:

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

POWER OF ENTRY

- 4.39 During execution of Contract, if in the opinion of Engineer Incharge, 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 15 days without permission from the engineer Incharge , or

- iii) Contractor has failed to carry on and execute the works to the satisfaction of the engineer Incharge, 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.

4.40 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:

4.41 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. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider to make some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

LIENS:

4.42 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 CONSTITUTION:

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

IF THE CONTRACTOR DIES:

- 4.44 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

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

- i) The Contract Labour (Abolition & Regulations) Act 1971
- ii) The Payment of Wages Act, 1936
- iii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv) The Maternity Benefit Act, 1961.
- v) The Payment of Bonus Act 1965.
- vi) The Mines Act 1952.
- vii) The payment of Workmen's Compensation Act 1923.
- viii) The Minimum Wages Act., 1948
- ix) The Payment of Gratuity Act.
- x) Forest Conservation Act, 1980
- xi) Air & Water Pollution Acts
- xii) Mines Rules 1952
- xiii) Metalliferous Mines Regulations 1961
- xiv) Indian Explosives Act 1984 & Indian Explosives Rules 1940
- xv) Mines Vocational Training Rules 1966
- xvi) Mines & Minerals Regulation & Development Act 1972
- xvii) Mineral Concession Rules 1960
- xviii) Mineral Conservation & Development Rules 1988
- xix) Environment Protection Act 1986 and Environment Protection Rules 1986
- xx) Indian Forest Act 1927
- xxi) Fatal Accident Act,
- xxii) Motor Vehicles Act, 1939,
- xxiii) Apprentice Act,
- xxiv) Industrial Dispute Act, 1947,
- xxv) Standing Orders Act, 1946.
- xxvi) Electricity Act, 1910
- xxvii) RTPP Act 2012

- 4.46 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.

- 4.47 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.

- 4.48 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them. The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act,1952 and Rules and Regulations framed thereunder and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices. 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.
- 4.49 Under the insurance scheme the contractor shall be required to get comprehensive insurance plan, Universal Health Insurance policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the company on this account

COMPENSATION AND LIABILITY:

- 4.50 Insurance shall be effected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. 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 latter's employees if such employees are not covered under the Contractor's insurance.
- 4.51 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Engineer-in-charge.
- 4.52 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:

- 4.53 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.
- 4.54 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's

Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

FORCE MAJEURE:

4.55 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contractor if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, 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 majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

SERVICE OF NOTICE ON CONTRACTOR:

4.56 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.

4.57 **TERMINATION:**

- i) 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.

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

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.
 - (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 execution of work, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- a. The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
 - b. 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

4.58 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.

4.59 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.

4.60 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

APPEALS:

4.61 Subject to section 40, of Rajasthan Transparency in Public Procurement rules 2013, if any bidder or prospective bidder is aggrieved that any decision action or omission of procuring entity is in contravention to the provisions of this act or rules or guidelines 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 decisions or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on Form No.1(see rule 83)- Memorandum of appeal under the Rajasthan Transparency in Public Procurement act 2012 with prescribed fees.

Section-V

Special Conditions of Contract (SCC)

APPLICABILITY

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

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. The Jhamarkotra Mines is situated at an approximate distance of 27 Kms from Udaipur.
- 5.1.2 Rock Phosphate mined is categorized into different grades based on the P₂O₅ contents e.g. Low Grade Ore (LGO) or High Grade Ore (HGO). Different grades of Rock phosphate ore produced from the Mines are blended and downsized by crushers to produce various products of required size & grade as specified by customers.
- 5.1.3 The low-grade & high grade Rock Phosphate ore stack yard located in & around all the crushing plants (NCP, OCP & LGO crushing plant) of Jhamarkotra Mines.
- 5.1.4 The tenderers must get themselves fully acquainted with the description and volume of the work, locations, availability of ore at different locations in mines, route & distance etc. 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 availability of ore at different locations in mines, road conditions, 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.

DEPLOYMENT OF EQUIPMENTS FOR WORK EXECUTION

- 5.1.5 On award of work, within thirty days from the date of issue of LOA, tenderer should deploy following equipments in good working conditions
- a) Rock Breaker provided on suitable excavator for breaking LGO/HGO boulders

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1 BIDDER

- 5.1.6 The price bids of the techno-commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to overall contract values based on total remuneration quoted for the total tendered work. Collective overall amount (contract value) payable for total tendered work of Breaking of all the boulders lying in & around LGO&HGO (New and old) Crushing Plant Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan) will be calculated on the basis of quoted rates against the item in the Form 5. The tenderer with the lowest grand total of

amount payable for the total tendered work shall be decided as the successful tenderer i.e. L-1 tenderer.

ARRANGEMENT FOR DIESEL

- 5.1.7 The Contractor has to make its own arrangements for Diesel & lubricants procurement and storage. The Contractor has to obtain requisite statutory permission/clearances from the respective Government Authorities, at its own cost.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

- 5.1.8 Following details are required to be furnished by the successful tenderer to the Engineer-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
 - iii) List of the equipments along with its technical specification/purchase invoices/Registration Certificates/ an undertaking of the owner of the equipment on non-judicial stamp paper if hired equipments of other agencies are to be engaged.
 - iv) Copy of insurance certificate of the equipments.

REPORTS

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

Chapter 2 - SCC Scope of Work

SCOPE OF WORK

- 5.2.1 Scope of work for the work of Breaking of all the boulders lying in & around LGO&HGO (New and old) Crushing Plant Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan) generally shall include but not limited to the followings:
- Breaking of all the boulders lying in & around LGO & HGO (New and old) Crushing Plant Stockyards of boulders to feed able size ore (< 450mm) lying in around crushing plant (location will be further specified by EIC).
 - Contractor shall maintain daily record of hours of rock breaker worked and broken boulders from different location/stack yard, timing etc., as per instruction of EIC.
 - While breaking of boulders any oversize boulders are left un broken/found over size, same will be removed from stack by contractor at his own cost & to be broken again so that feeding can be done smoothly.
 - Contractor shall separate the broken boulder from the stack as per the instruction of Engineer In-Charge so that feeding of broken boulders can be done properly.
 - All related jobs 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 and required for carrying out the above scope of work are also deemed to be part of the scope of work.

SPECIAL CONDITIONS:

- 5.2.2 Besides the scope of work described in the above Para, the scope of work for Breaking of all the boulders lying in & around LGO & HGO (New and old) Crushing Plant Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan) is inclusive of but not limited to the following Clause 5.2.3 to 5.2.11 below.
- 5.2.3 The Contractor shall be allowed to work between 8.00 A.M. to 4.00 P.M. except at the time of blasting, on all working days other than the weekly day of rest, i.e. MONDAY and other holidays declared by the Company. At the time of blasting, loading equipment, trucks & persons if any, in the area of blasting, have to vacate the area of blasting.
- 5.2.4 The work shall be carried out strictly as per instruction as ascertained by the Engineer In-Charge.
- 5.2.5 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 their 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.
- 5.2.6 The contractor, while breaking the boulders, shall ensure that overburden & other extraneous material is not mixed with ore. The material contaminated with waste shall not be paid for and is liable to be rejected at the cost of the contractor and the contractor shall be required to remove all such material and no payment shall be made for such rejected ore/waster and also for its removal.
- 5.2.7 The Contractor has to exercise utmost caution while breaking the boulders. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit, at the discretion of the RSMML.

- 5.2.8 Departmental/ Contractual mechanized mining operation is likely to be there in the nearby faces, in such circumstances safety of the men and machine of the contractor shall be the responsibility of the contractor.
- 5.2.9 Contractor shall be responsible to be in touch with the Mines Manager of the company for the ensuring safer working.
- 5.2.10 No idling charges shall be payable under this contract.
- 5.2.11 For the purpose of this contract the determination of following parameters as done by the RSMML or its authorized representatives shall be taken & treated as final and shall be binding on the contractor.
- i)The boulder will be broken as per feed able size
 - ii)Removal of boulder by feeding contractor
 - iii)Any other parameter whose determination may be required in terms of this contract.

Chapter 3 – SCC

Quantity, Period of Contract, Failure, Penalty & Compensation, Risk & Cost etc.

QUANTITY

- 5.3.1 The approximate nos. of boulders lying in these stack yards are 6500. However, these nos. are indicative only and can increase / decrease. Contractor has to ensure breaking of all the boulders lying in & around LGO & HGO (New and old) Crushing Plant Stockyards.
- 5.3.2 No guarantee regarding overall, monthly, weekly or daily quantum of work can be given. The contractor shall neither be entitled nor be eligible to raise any claim on account of their equipment/manpower being idle on any day or for any period during the contractual completion period.

PERIOD OF CONTRACT

- 5.3.3 The period of the contract shall be for Four months (04 months) from the date of issuance of the Letter of Acceptance (LOA)/DLOA which includes a period of 30 days allowed for mobilization. The contractor shall use these 30 days for mobilizing the equipments required for work. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.
- 5.3.4 The Contractor shall commence the work immediately after completion of mobilization period of 30 days from the date of issue of LOA/DLOA.
- 5.3.5 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.

FAILURE & COMPENSATION

- 5.3.6 Time is essence of this contract. The contractor shall commence the work immediately after completion of mobilization of period of 30 days from the date of issue of LOA/DLOA.
- 5.3.7 In case contractor fails to complete the work in the specified period, a pre-determined compensation in the following manner will be deducted from the bills of contractor.

Time taken for completion of tendered work after the expiry of contract period.	Pre-determined compensation
Up to 15 days	5% of total contract value
Up to 30 days	10% of total contract value
Up to 45 days	15% of total contract value
Up to 60 days	20% of total contract value
Beyond 60 days	25% of total contract value & other applicable provisions of tender including risk and cost etc.

- 5.3.8 The compensation/penalty as above is a genuine pre-estimate of the loss/damage which shall be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without demur or protest and without there being any proof of the actual loss or damage caused by such delay/breach. The Compensation/Penalty, if levied, shall be recovered immediately from the bills and/or Security Deposit and/or any amount due and payable to the contractor under this contract or any other contract.

- 5.3.9 The compensation/penalty 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.
- 5.3.10 Besides, failure of the contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency. In such event, the company shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit.
- 5.3.11 The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be effected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor at the discretion of the RSMML.
- 5.3.12 The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- 5.3.13 Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

RIGHT TO REVIEW PERFORMANCE

- 5.3.14 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.
- 5.3.15 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.

RISK & COST

- 5.3.16 In the event of failure on the part of the contractor to execute the work as per time schedule and for such quantities as prescribed by the Company from time to time, the Company shall be entitled to engage other agency at the RISK & COST of the contractor.
- 5.3.17 Further, RSMML may require the contractor to improve the performance of work within seven days of the receipt of a notice by the RSMML and if the contractor fails to improve its performance on pro-rata basis within this period of seven days, then the RSMML may get the work done by other agency at the cost & risk of the contractor without any further notice. 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 7 days.

5.3.18 The amount of such expense for engaging other agency at the RISK & COST of the contractor and/or 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 Engineer-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 an indemnity to the Company which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials 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 preceding 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 No exemption or reduction of 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 will be granted or obtained element of all of which expenses shall 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 at clause 5.4.10 to 5.4.14 of this tender document. The rates are inclusive of fuel, lubricants, salary or staff, insurance and all other operation & maintenance expenses, taxes, duties levies etc including service tax. It is expressly agreed and understood that the contractor shall not be entitled to raise any claim on account of idle hours or any other ground whatsoever during the currency of this contract.

- 5.4.7 Further, in case any new tax/levies etc., made applicable on the remuneration paid to the contractor for this work in future, then such amount paid by the contractor to the Government on this account would be reimbursed to the contractor on submission of documentary evidence in this regard.
- 5.4.8 Income tax (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall be furnished to the contractor.

TERMS OF PAYMENT

- 5.4.9 The assessment of work for payment shall be made on the basis of actual area of working ie (LGO, HGO New & Old) crushing plant stockyard. or any other place as provided in the scope of work and payment will be made to the contractor. Recorded in log book duly verified by EIC. For payment purposes the contractor shall submit the bills (in triplicate) on to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge. The rates as accepted by the company shall only be considered for billing purpose. After completion the work at particular site the ratio of payment will be 40% for LGO crushing plant stockyard area & 10% for HGO New crushing plant stockyard area & 10% for HGO Old crushing plant stockyard area only of total contract value. The Contractor, on submitting the bill duly verified by the Engineer In-Charge for the work done, is entitled to receive a monthly payment within a period of fifteen (15) days after submission of the bill. 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.
Bidder will submit the photographs of the area showing before and after breaking of boulders along with bill

- 5.4.10 The Company shall make payment due to the Contractor by RGTS only.

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

- 5.4.11 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.
- 5.4.12 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

- 5.4.13 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 Engineer-in-Charge for his satisfaction are required to be submitted to the Engineer-In-Charge.

- i) Month-wise details of work executed by the contractor/Certificate of satisfactory performance.
- ii) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- iii) Details of PF deposited by the contractor,
- iv) 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,
- v) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

5.4.14 On receipt of this last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already 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.

Chapter-06

UNDERTAKING

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

For and on behalf of the Tenderer

(Authorized Signatory)
sSeal & Date

(On the letter head of the tenderer)

FORM"1"

LETTER OF SUBMISSION OF TENDER

DATE:

FROM

To:

***The Dy. General Manager (Q.C.),
Rajasthan State Mines & Minerals Ltd.,
Jhamarkotra Mines, Udaipur. 313001 (Raj).***

Sub: Breaking of. Boulders lying in & around LGO & HGO (New and old) Crushing Plant Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan)

Ref: Tender No. RSMM/ Phos/Q.C./Cont-1/15-16/ 5578 /Dated 30.04.2015

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money in the form of crossed Demand Draft/Banker's Cheque/ Pay order in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
D.D. /Pay Order No &Date Name and Address of Bank Amount
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, details of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 20.

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

Witness

Name in Block Letters: _____

Full Address _____

(On the letter head of the tenderer)

FORM"2"

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

Tender No. RSMM/ Phos/Q.C./Cont-1/15-16/ 5578/Dated 30.04.2015

Name of Tenderer _____

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

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
3.0	Status of the tenderer: Individual/Partnership firm/Proprietorship firm/ Co-operative Society registered under RCA- 1965/ Private Limited Company/ Public Sector undertaking /any other NB: Attach supporting documents (partnership deed, certificate of registration of firm etc.) duly attested in support of your status	
4.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last 4 financial years. 2011-12 2012-13 2013-14	
6.0	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
7.0	Any other information	
8.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
9.0	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
10.0	Tenderer should submit an undertaking on non-judicial stamp paper that there is no case /litigation is pending against him with the company.	Yes /No.
11.0	Affidavits on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	
12.0	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
13.0	Details of Earnest money	No. & Date. Name of Bank Payable at

14.0	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
15.0	PAN No.	
16.0	Service Tax Registration Number	
17.0	PF account No. with Copy of P.F. registration certificate or affidavit as per annexure	
18.0	MSMED (Micro, small and medium enterprises development) Act Reg. No. if registered. Alternatively provide a declaration that this act is not applicable to the tenderer.	
19.0	Any other information, 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 Tenderer.
3. Before enclosing the document read carefully the tender document conditions/stipulations and enclose the requisite documents only.
4. Photocopies of the documents shall be attested by the gazetted officer or Notary public

(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"

EXCEPTIONS AND DEVIATION

Tender No. RSMM/ Phos/Q.C./Cont-1/15-16/ 5578 /Dated 30.04.2015

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

Tender No. RSMM/ Phos/Q.C./Cont-1/15-16/ 5578 /Dated 30.04.2015

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: Name Branch No. c Address	
5	Type of A/c: Saving / Current / CC/ any other	
6	IFSC code	

(Signature of the Tenderer with Seal)

(On the letter head of the tenderer)

FORM"5"

PROFORMA FOR 'PRICE BID

This part of tender should contain the 'PRICE BID' only and should be submitted in a separate sealed envelope 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:-

Tender No. RSMM/ Phos/Q.C./Cont-1/15-16/5578 /Dated 30.04.2015

Name of Tenderer_____

Performa for Tender for Breaking of all the boulders lying in & around LGO & HGO (New & old) Crushing Plant stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur(Raj.))

S. No.	Particulars	Lump sum rate (Rs) for total scope of work as per tender
1.	Breaking of all the boulders lying in & around LGO&HGO (New and old) Crushing Plant Stockyards by Rock Breaker at Jhamarkotra Mines, Udaipur (Rajasthan) as per the requirement of the Company as ascertained by Engineer-In-Charge from time to time, scope of the work and terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work as described in the Tender.	

- Note: 1. Tender rates must be entered in figures & words In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
2. The rates quoted will be inclusive of all taxes, duties, levies including Service Tax as applicable on this contract (up to the last date of submission of bids) and including of cost of additional and other allied work etc.
3. 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.
4. No condition should be attached to the Price Offer.

Dated: -----

(Authorised Signatory)

Place: -----

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

Affidavit in support of PF declaration in support of tender

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

Hereby take oath and state as under:

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

Deponent
(Authorized signatory)

Verification

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

Deponent
(Authorized signatory)

DECLARATION BY THE CONTRACTOR

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

Dated: -----

Place: -----

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

UNDERTKING
(on non judicial stamp paper worth Rs10/-)

Tender No. RSM/ Phos/Q.C./Cont-1/15-16/ 5578/Dated 30.04.2015

Name of Tenderer í

I í í í í í í í í í í í í ..S/o Shri í í í í í í í í í í í í í aged í í í .Years,
resident of í .on behalf of the
tenderer i.e. M/s í .hereby undertake oath
and state as under:

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

Signature of Tenderer(s)

(Authorized signatory)

With Seal

Place:

Date:

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall:

- 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;
- not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 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;
- not obstruct any investigation or audit of a procurement process;
- disclose conflict of interest, if any, and
- 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.

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 í í í í í í í í í í í for procurement of í í í í í í í .. in response to their Notice Inviting Bids Noí í í í í í . Datedí í í . I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

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;

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;

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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

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:í í í í í í í

Signature of Bidderí í í í í í í í í .

Place:í í í í í í í ..

Name:í í í í í í í í í í í í í í í í

Designation:í í í í í í í í í í í í í

Address:í í í í í í í í í í í í í í í í ...

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is ó
Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is ó
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 endeavor to dispose it of within thirty days from the date of the 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 a 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:

- determination of need of procurement;
- provisions limiting participation of Bidders in the Bid process;
- the decision of whether or not to enter into negotiations;
- cancellation of a procurement process;
- applicability of the provisions of confidentiality.

(5) **Form of Appeal**

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.

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.

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

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.

The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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 documents, if any, to the respondents and fix date of hearing.

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;

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.

The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM NO. 1
(See rule 83)

Annexure-VII

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

Appeal No. í í í í í í í ofí í í í í
Before the í í í í í í í í í í (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

Official address, if any:

Residential address:

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

- (i)
- (ii)
- (iii)

3. Number & date of the order appealed against and name and designation of the officer/authority who passed the order (enclose 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. Grounds of appeal:

í í í í í í í í í í í í í (Supported by an affidavit)

7. Prayer:

í í

Place: í í í í í í í í í í í í .

Date: í í í í í í í í í í í í .

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 sub totals, the sub totals 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) & (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:

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.

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 & 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.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector bank (except SBI) / 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/- whichever is higher)

B.G. _____ Dated _____

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

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

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

We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

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

We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement

have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall be deemed to be sufficient demand under this guarantee.

We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

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

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

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

IN WITNESSETH I, HEREBY _____ SON OF _____(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____2014.