



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

FOR

“Sampling Work at Various Nodal Points at Jhamarkotra Rock Phosphate Mines of SBU & PC Rock Phosphate, Udaipur (Rajasthan)”

Tender No. RSMM/ Phos/JKT/GGM/6692/16-17 Dated 02.09.2016

Issued by
Gr. General Manager (Phosphate),
Jhamarkotra Mines

Cost of Non Transferable Tender Document (Including VAT) : Rs 575/-
Place of Sale of Tender : SM (F & A), Marketing Department, CO, Udaipur

Date of Sale of Tender : From

07.09.2016 to 28.09.2016 up to 1.00 pm

Date of Receipt of Tender : 28.09.2016 up to 3.00 PM at the office SM (F & A), Marketing Department, CO, Udaipur

Date of Opening of Tech-com. Part: On 28.09.2016 at 3.30 pm at the office of SM(F & A), Marketing Department, CO, Udaipur

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

Corporate Office:
4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
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)
Phosphate Division, Jhamarkotra Mines
Phone : 0294-2342441-45, fax 0294-2342444

Ref. no :-RSMM/Phos/JKT/GGM/6692/16-17

Dated: 02.09.2016

NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited from the Sample Collection Agencies having experience of similar collection & preparation work, for the following:

Brief Description of work	Contract Period	EMD (Rs.)
“Sampling work at various nodal points at Jhamarkotra Rock Phosphate Mines of SBU & PC Rock Phosphate, Udaipur, Rajasthan”	120 Days	8760/-
Cost of tender document is Rs. 575/- (Inclusive of VAT) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of “RSMM Ltd.” Payable at Jhamarkotra Mines		
Period & Place of Sale of documents: from SM(F&A), Marketing Department, CO, Udaipur	From 07.09.2016 to 28.09.2016 up to 1.00 pm. In case downloaded from website, tender fee to be deposited with the offer	
Last Date & Time of Submission of offer	Dt.28.09.2016 up to 3:00 pm, at the office of the SM(F&A), Marketing. Deptt., CO, Udaipur	
Opening of Techno-Commercial Offer	On Dt.28.09.2016 at 3: 30 pm, at the office of the SM(F&A), Marketing. Deptt., CO, Udaipur	

Pre-Qualification Criteria & other terms and conditions are given in detailed tender document. Please visit our website www.rsmm.com or sppp.raj.nic.in or contact DGM(QC) on above address.

Group General Manager (Phosphate)



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Ref. no :-RSMM/Phos/JKT/GGM/6692/16-17

Dated: 02.09.2016

DETAILED NOTICE INVITING SHORT TERM TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited from the reputed Laboratories/Inspection Agencies having experience of similar quality assurance work, for the following:

Brief Description of work	Contract Period	EMD (Rs.)
“Sampling work at various nodal points at Jhamarkotra Rock Phosphate Mines of SBU & PC Rock Phosphate, Udaipur, Rajasthan”	120 Days	8760/-
Cost of tender document is Rs. 575/- (Inclusive of VAT) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of “RSMM Ltd.” Payable at Jhamarkotra Mines		
Period & Place of Sale of documents: from SM(F&A), Marketing Deptt., CO, Udaipur	From 07.09.2016 to 28.09.2016 up to 1.00 pm	
Last Date & Time of Submission of offer	Dt.28.09.2016 up to 3:00 pm, at the office of the SM(F&A), Marketing Deptt; CO, Udaipur	
Opening of Techno-Commercial Offer	On Dt 28.09.2016. at 3:30 pm at the office of the SM(F&A), Marketing Deptt; CO, Udaipur	

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

The tenderer should have minimum turn over of Rs. 2.19 Lacs in any one of the immediate three preceding financial years (2013-14, 2014-15 & 2015-16).

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

Group General Manager (Phosphate)

SECTION-I

DEFINITIONS & INTERPRETATIONS

DEFINITIONS:

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

- 1.1.1 "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively tender documents, telex/letter of Acceptance, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**Contractor**" shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, 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.
- 1.1.9 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.10 "**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.
- 1.1.11 "**Commencement of work**" shall be from the date of issue of letter of Acceptance.

- 1.1.12 “**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 the SBU & PC Rock Phosphate
- 1.1.13 “**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.
- 1.1.14 “**Head of SBU & PC - Rock Phosphate**” shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.15 “**Mines Manager**” shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the SBU & PC Rock Phosphate of Rajasthan State Mines and Minerals Limited.
- 1.1.16 “**Mines**” shall mean Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur and includes Integrated Beneficiation Plant and other Plants in the mine area.
- 1.1.17 “**Letter of Acceptance**” shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex.
- 1.1.18 “**Notice**” or “**Notice in writing**” or “**written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.19 “**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.
- 1.1.20 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.21 “**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.
- 1.1.22 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

SECTION-II

GENERAL INSTRUCTIONS TO TENDERERS

2.1 SUBMISSION OF TENDERS

2.1.1 The tenders shall be submitted in the office of Group General Manager (Contracts), Corporate Office, Rajasthan State Mines and Minerals Limited, Udaipur-313001 (Rajasthan) as per NIT

2.1.2 (a) Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself.

(b) Tenders should be submitted in two parts viz. Part I and part II in separate double sealed envelopes duly super scribing tender for “Sampling work at various nodal points at Jhamarkotra Rock Phosphate Mines of SBU & PC Rock Phosphate, Udaipur, Rajasthan”, tender number, full name, postal address, fax number of the tenderer(s) shall be written on the bottom left hand corner of each of the sealed envelopes by tenderer duly identifying the tender. Further, envelopes containing each part shall be super scribed as under:

Part I	-	Techno-Commercial Bid.
Part II	-	Price Bid

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

- (a) One complete tender document as issued along with offer duly filled in, signed and stamped on each page by the tenderer/authorised representative of the tenderer as prescribed in different clauses of the tender documents in token of the acceptance of the terms and conditions of this tender.
- (b) Earnest Money Deposit as per NIT.
- (c) Power of Attorney in favour of the authorised representative signing the tender.
- (d) Certificate of Incorporation/Memorandum of Association & Article of Association /Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be. In case the tenderer /contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- (e) PAN
- (f) Service tax registration number
- (g) Copy of the audited Balance Sheet, duly certified by Chartered Accountant, of preceding three financial years i.e. 2013-14, 2014-15 and 2015-16.
- (h) 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 a condition, other than like discounts, are mentioned those would be ignored.
- (i) Information regarding tenderer in form B
- (j) Provident Fund Account Number of establishment and its effective date/undertaking.
- (k) Duly certified copies of all such other documents as referred in the tender document.
- (l) The method/procedure to be followed by the contractor for collection & preparation of samples.

- (m) Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation is pending against him with any other employer, in relation to the work
- (n) The Tenderer have to declare that whether they are coming under MSMED act or not. If yes, than give the registration number of the same.
- (o) The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.
- (p) Tenderer shall confirm the applicability of service tax on his work on them as per applicable rules of service tax.

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

2.1.4 **PART II ‘Price Bid’**

- (a) The **‘Price Bid’** shall be submitted in one copy. The tenderers are to quote the rate in the form C of this tender document.
- (b) The rates are to be quoted in Rupees per nodal point for collection & preparation of samples.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

2.1.5 **OPENING OF THE TENDER**

- 2.1.6 The envelope containing Part-I –Techno Commercial Bid of the offer will be opened in the office of the senior Manager(F&A), Marketing Department, Corporate Office, Udaipur as per the date & time as mentioned in NIT. The authorized representative/s of the tenderer is at liberty to be present at the time of the opening of the tender.
- 2.1.7 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.

2.1.8 **EVALUATION OF TECHNO-COMMERCIAL BID & NEGOTIATION**

- 2.1.9 The techno-commercial bids of the tenders meeting the pre-qualification criteria as mentioned above, 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 are 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.

- 2.1.10 The tenderer shall be prepared to furnish clarification/information and attend discussion/negotiations as required by the company from time to time.
- 2.1.11 Price Bid (part II) of the tender will be opened only of techno-commercially acceptable tenders. Such short listed tenderers will be informed about the date and time of opening of the price bids.
- 2.1.12 No price negotiations shall be held
- 2.1.13 In event the company accepts the lowest tendered rate; the offer of such tenderer will be accepted for award of work.
- 2.1.14 In event the company do not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited

2.1.15 GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 2.1.16 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 2.1.17 The tender shall contain the name, residence and place of business of person or persons, making 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 Extract of Registrar of Firm's Register/ Partnership deed) in the tender. It should be signed in the partnership name by all the partners or by any one partner duly authorised by all other partners of the firm followed by the name and other details of the partner signing. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board of Directors in that behalf shall accompany the tender.
- 2.1.18 Tenders containing corrections and alterations are liable to be rejected. Any corrections and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 2.1.19 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 2.1.20 The bids should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 2.1.21 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable to rejection.
- 2.1.22 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.

2.1.23 RATES

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. The amount for each item should be worked and entered and requisite total given of all items, both in figures and words. The tendered amount for the work shall be entered in Part II of the tender and duly signed by the tenderer. The rates shall be quoted on firm basis.

2.1.24 TRANSFER OF TENDER PAPERS

Transfer of tender documents by one intending tenderer to another is prohibited.

2.1.25 REFUSAL / FAILURE

In the event of the Tenderer, after the issue of communication of Acceptance of Tender by the Company, fails/refuses to execute 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 thereof in addition to the forfeiture of Earnest Money deposited in terms of Clause 2.10 hereof.

2.1.26 EARNEST MONEY

The tenderer shall pay Earnest Money **as mentioned in NIT** in the form of crossed demand draft (having validity of three months) in favour of the Company and drawn on any Nationalized/Scheduled bank at Udaipur and attach the same in original with the technical bid of the tender, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be returned in original at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall also be returned in original after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period. The earnest money of a tenderer shall be forfeited in the following cases:-

- i) If the tenderer does not submit the prescribed Demand Draft /Bank Guarantee as security deposit with in the prescribed period.
- ii) If the tenderer withdraws or modifies on its own the offer after submission of the tender within the validity period.
- iii) If it is established that the tenderer has submitted any wrong information /forged documents alongwith the tender or thereafter.
- iv) If the work is not commenced within prescribed period.

2.1.27 VALIDITY

Tender submitted by tenderer shall remain valid for acceptance **for a period 60 days**, from the date of opening of the tender. An offer with a validity period of less than 60 days is liable to be rejected. The tenderer shall not during the said period of 60 days cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling and/or withdrawing his tender or varying any term in respect thereof, the earnest money deposited by him along with tender shall stand forfeited.

2.1.28 ADDENDA/CORRIGENDA

2.1.29 Addenda/corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or contract terms.

2.1.30 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 tender document.

2.1.31 RIGHTS OF COMPANY TO ACCEPT OR REJECT TENDER

The right to accept the tender rests with the Company. The Company, however, does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject any or all the tenders received without assigning any reason whatsoever.

2.1.32 TENDERER TO OBTAIN HIS OWN INFORMATION

2.1.33 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.

2.1.34 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents.

2.1.35 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

2.12.1 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer 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 documents.

2.12.2 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

2.12.3 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

2.2 SIGNING OF THE CONTRACT AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper under Indian Stamp Act with the Company within thirty days from the date of intimation regarding acceptance of tender (LOA). The cost of execution of agreement including non-judicial stamp paper under Indian Stamp Act & stationery shall be borne by the contractor.

2.3 BASIS OF ARRIVING THE LOWEST TENDERER

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

SECTION III
SITE & GENERAL INFORMATION

3.1 INTRODUCTION

- 3.1.1 The company is an enterprise of Government of Rajasthan engaged in mining and marketing of various minerals like Rock phosphate, Gypsum, Steel grade Limestone, Green Marble, Lignite etc. from its mines at different locations.
- 3.1.2 Qualitative and Quantitative monitoring of Rock phosphate is of critical importance. The company intends to appoint an independent agency for-
- Collection & preparation of samples of various grades of Rock phosphate at six different nodal points
- 3.1.3 Rock phosphate mined is categorized into different grades based on the P₂O₅ contents e.g. Low Grade Ore (LGO) or High Grade Ore (HGO). Both grades of Rock phosphate ore produced from the Mines of SBU & PC Rock Phosphate of RSMML are blended and downsized by crushers to produce various products of required size & grade as specified by customers..
- 3.1.4 The low-grade ore produced from the mines containing around 16.5% P₂O₅ is crushed & conveyed to beneficiation plant for processing to produce beneficiated Rock phosphate concentrate. A part of the concentrate produced is used for internal blending and balance is dispatched to parties through road and rail transport.
- 3.1.5 Besides above, a part of low grade ore after blending and downsizing are directly transported to Grinding Units situated at & around Udaipur where Low grade ore are ground to a size of (-) 100 mesh and packed into 50 Kg. HDPE bags for dispatch to parties with a brand, named as Rajphos.
- 3.1.6 Various types of finished products produced from the mines/ beneficiation plant are –
- Crushed Rock Phosphate Chips (+30.0% P₂O₅), For SSP
 - Crushed Rock Phosphate Chips (+31.5% P₂O₅), For Non-SSP
 - Beneficiated Rock Phosphate Concentrate (31.54% P₂O₅)
 - Ground Rock Phosphate (Raj Phos) for Direct Application as Fertilizer (Avg. 19% P₂O₅)

GENERAL TERMS & CONDITIONS OF THE CONTRACT**4.1 SECURITY DEPOSIT****SECURITY DEPOSIT**

The successful tenderer shall be required to furnish the security deposit with Rajasthan State Mines and Minerals Limited in the manner stipulated as per following table based on the accepted total value of the contract:

Total Contract Value	Rate for SD (% total contract value)
For First 50 Lakh	10%
For next 50 Lakhy	7.5%
Above 1 crore	5%

- i) The contractor shall furnish a **Security Deposit as per the table** through account payee Demand Draft in favour of RSMML, Udaipur /Bank Guarantee, within a maximum period of 30 days from the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a Scheduled/Nationalised Bank having its branch at Udaipur. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein.
- ii) The entire Security Deposit shall be refunded after 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.
- iii) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- iv) If the Contractor or their employees cause any damage or destroy and property belonging to the Company or others during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).
- v) The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- vi) All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- vii) In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

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

4.2 PERIOD OF CONTRACT

- 4.2.1 The period of contract for the work envisaged under this tender shall be 120 days from the date of issue of letter of acceptance of tender/detailed Letter of Acceptance for award of the contract. However in case the regular tender for Sampling and Analysis is finalized during the period of 120 days the tender may be terminated by a notice period of 15 days.

4.3 PRICE & PRICE VARIATION

- 4.3.1 The price quoted and finally accepted by the company shall be deemed to include and cover all tax/duty/levy (as applicable on the date of tender), costs, expenses, liabilities of every description and all risk of every kind to be taken in execution. **No escalation/increase in rates on any accounts** shall be permitted except as provided in clause 4.4.2. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. The prices quoted shall be valid and effective for the entire contracted period.

- 4.3.2 RSMML will reimburse/recover at actual any tax/ duties which are imposed/increased/withdrawn/decreased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

- 4.3.3 The contractor shall quote all rates inclusive of service tax @ 15.00%.

4.4 TERMS OF PAYMENT

- 4.4.1 For payment purposes the contractor shall raise the bills (in triplicate) on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the concerned Engineer-In-Charge. The contractor shall submit the bills duly verified by the concerned Engineer-in-Charge to the office of Head of the SBU & PC Rock Phosphate.
- 4.4.2 The rates as accepted by the Company and given in the LOA /work order alone shall be considered for billing purpose. The bills for collection & preparation of samples should be supported with a list of samples drawn..
- 4.4.3 The Contractor, on submitting the bill duly verified by the concerned Engineer-In-Charge for the work done, is entitled to receive a monthly payment 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.
- 4.4.4 The Company shall make payment due to the Contractor by RTGS.

4.5 RESOURCES, MANPOWER, FACILITIES ETC.

- 4.5.1 The contractor will have to bring and deploy requisite number of semi skilled labours for collection of samples at SIX different nodal points.

4.6 INCIDENTAL & CONTINGENT WORKS

The contractor will have to make its own arrangements for all incidentals or contingent works related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.

4.7 RIGHT RESERVED

The Company reserves the right:

- i) To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantum and period of the contract.

4.8 EMPLOYMENT OF MANPOWER AND THEIR CONDUCT :

- 4.8.1 The Contractor shall deploy sufficient number of semi skilled labours for collection and preparation of samples at six different nodal points.
- 4.8.2 The Contractor shall be responsible for the proper conduct and behaviour of all the labours 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.
- 4.8.3 The labours required for execution of the contractual work will be employed by the contractor and contractor shall be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/ managers etc., to be engaged by the contractor for the contracted work.
- 4.8.4 The contractor shall have to make all payments to the workers engaged by it every month latest by the 7th day of the following month, in the presence of the Manager (P&A) or any other officer who may be nominated by the RSMML.

4.9 MISCELLANEOUS LIABILITIES

- 4.9.1 The contractor shall be responsible for making all arrangements at its cost and expenses for:
- a) Safety and discipline of the labours/workers/ staff employed.

- b) Providing safety boots, dust masks, safety goggles, etc. and other protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the laborers/workers/ staff etc deployed at work site.
- c) Labour license if applicable

4.9.2 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor.

4.9.3 The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's equipment/appliances or his employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

4.10 PROVIDENT FUND

4.10.1 The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

4.10.2 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration number received from RPFC Office before starting the work, failing which the contract is liable to be terminated.

4.10.3 The Contractor shall remit the PF due either to the Regional Provident Fund Commissioner under intimation to the Company or to the RSMML's P.F. Trust. In case the contractor remits PF dues to the RSMML's PF Trust then additional amount, as applicable, shall be charged by the RSMML from the contractor as administrative charges.

4.10.4 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. The wages of labors/employees should be preferably paid through bank accounts.

4.10.5 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.

4.11 ASSIGNMENT & ADDITIONAL CONTRACTS

The contractor shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Contractor from any liability or obligation under this contract and the Contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agent and employees fully as if those are the Contractor's own acts.

4.12 ROUTINE CO-ORDINATION

The contractor shall intimate to the Engineer-In-charge of the RSMML, the name of one or more representative/s authorised to act on its behalf, for day to day working under the contract. It shall be the duty of those representative/s to call on at the office of Unit/Project concerned of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working.

4.13 RECORDS, REGISTERS, ETC

The contractor shall have to maintain all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorised representative at such place & time as may be directed.

4.14 STATUTORY OBLIGATIONS

- 4.15.1 The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body.
- 4.15.2 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- 4.15.3 The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.
- 4.15.4 The Contractor in whose favor the tender is awarded shall be required to furnish necessary information under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the Manager (P&A) of the company before starting the work. The Contractor shall obtain license under the above act/s.
- 4.15.5 The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines, railway sidings and/or working thereof during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

4.15 COMPANY NOT LIABLE TO PAY COMPENSATION :

The Contractor shall have no claim against the Company for any business loss, idle charges compensation upon failure, delay, omission etc. on the part of the Company to carry out any

or all the provisions of the contract for any reason whatsoever. The Company's decision in the matter shall be final and binding on the Contractor.

4.16 NO CLAIM IF WORK IS ABANDONED OR POSTPONED :

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

4.17 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

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

4.18.2 Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by them. Such amendment shall be deemed as part of the agreement.

4.18 LIABILITY FOR ACCIDENT TO PERSONS

Besides the liabilities of the Contractor under the "workmen's Compensation Act", Fatal Accident Act, M. V. Act, "Mines Act" the following shall also apply to the Contractor.

On the occurrence of any accident resulting in death or bodily injury to a workman employed 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 in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

4.19 WAIVER

Any waiver by Company of any breach of the terms and condition of the contract shall not constitute waiver of any subsequent breach of the same.

SECTION V

SCOPE OF WORK, SPECIAL CONDITIONS OF THE CONTRACT AND QUANTUM OF WORK

5.1 SCOPE OF WORK

Scope of work for Collection & preparation of samples at six different nodal points at Jhamarkotra Rock Phosphate Mines.

- a) Collection & preparation of samples of Rock Phosphate drawn from six different nodal points as directed by the Engineer Incharge or his representative.
- b) Contractor shall make his own arrangement for transportation of samples from various nodal points to its sample preparation units/quality control deptt./central laboratory etc.

5.2. PREQUALIFICATION CRITERIA

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

The tenderer should have minimum turn over of Rs. 2.10 Lacs in any one of the immediate three preceding financial years (2013-14, 2014-15 & 2015-16).

For qualification purposes the tenderer should submit duly attested copy of work order, work completion Certificates along with T.D.S. certificates as a proof of similar nature of work experience. Attested Copy of audited Balance Sheets in support of turn over should be submitted alongwith the offer.

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

5.3. SPECIAL CONDITIONS:

5.3.1. Applicability:

- i) These terms and conditions are in addition to the General terms & conditions specified in Section-IV 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.
- ii) Besides the scope of work described in the above para at clause 5.1, the scope of work for the Collection & preparation of samples at Mines of SBU & PC Rock Phosphate, Udaipur (Rajasthan)" of "RSMML", is inclusive of but not limited to the following Clause 5.3.2 & 5.3.3 below inclusive of the sub-clauses.

5.3.2. Special Conditions Applicable For The Work Of Collection & Preparation of Samples of Rock Phosphate At Mines :

- i) The contractor shall carry out the sample collection & preparation work at six different nodal points as per the standard practice. Company reserves the right to specifically provide any other alternate method for the rock phosphate samples collection & preparation as per the requirement. The contractor shall carry out the sample collection & preparation work strictly as per the instructions of Engineer-in-Charge.
- ii) The Contractor shall always remain in touch with DGM(QC)/concerned Engineer-in-charge of site of the Company to know that from where and when the sample to be collected at the mines.

- iii) Different types of samples required to be collected & prepared , from different nodal points as per the requirement of the company generally shall include but not limited to the followings -

<u>S.No.</u>	<u>Type of Sample</u>	<u>Nodal Point/Collection Point</u>
1.	Sample of Uncrushed /ROM Rock Phosphate /purchased from out side	Mine pit, ROM stockyards in and around Crushing Plants
2.	Sample of Crushed Rock Phosphate	Conveyor belts of Crushing Plant, Auto Sampling Unit and crushed stockyard
	Sample of Finished Crushed /Despatch Sample	Crushing Plant, Weighbridge at Mines, Pilot Plant etc

5.4. **QUANTUM OF WORK:**

- 5.4.1 The tenderer is required to do sample collection and preparation at six different nodal points at Jhamarkotra Mines at the locations decided by the Engineer Incharge.
- 5.4.2 No claim for reduced quantum of work, change of work to other alternate work or stoppage as above shall be entertained by the Company.

SECTION VI

SUSPENSION, TERMINATION, FAILURE, PENALTY & COMPENSATION, FORCE MAJURE & DISPUTE RESOLUTION

6.1 SUSPENSION OF WORK

Head of the SBU & PC Rock Phosphate 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 such time of 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 Head of the SBU & PC Rock Phosphate to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes 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 orders from the Head of the SBU & PC Rock Phosphate.

6.2 BREACH, DEFAULT & TERMINATION OF CONTRACT

- 6.2.1 The contract may be terminated without notice by the Company, if the Contractor fails to commence the work within 07 days from the receipt of the DLOA/work order. In such an eventuality the Earnest Money and/or Security Deposit of the Contractor shall be forfeited.
- 6.2.2 If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such

termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.

- 6.2.3 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.
- 6.2.4 In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, 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.
- 6.2.5 Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 15 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing upto date of termination.

6.3 COMPENSATION

- 6.3.1 If it is found that sample collection and preparation is improper or sampling boy do not found at his duty spot a penalty of Rs 300/- shall be imposed for one designated point per shift.
- 6.3.2 The Contractor shall not engage himself/itself for Quality Control and other works covered under the scope of work of this tender on behalf of buyers or any other agency in any case.
- 6.3.3 The contractor shall be responsible for providing the necessary and adequate manpower at each of the six nodal points for drawing samples. In case any work/crusher is stopped due to non-deployment of requisite man power and/or due to non-performance of required work as per the terms of the contract, the contractor shall be responsible for all consequences and penalty. For such stoppage of work/crusher for a period of one shift (total eight hour), the amount of penalty shall be Rs 300/- for one designated point per shift.

6.4 FORCE MAJEURE :

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to lock-outs, notice/s from the Directorate of Mines Safety Office, 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 and loading operation, accumulation of stock of mineral, non-availability of Rock phosphate at railway siding and other places on account of road blockage due to sand dune/storms 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 and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, power cuts/partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this 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.

6.5 IDEMNITY

- 6.5.1 The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge 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.
- 6.5.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 6.5.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

6.6 DISPUTE, ARBITRATION, JURISDICTION

- 6.6.1 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.
- 6.6.2 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.
- 6.6.3 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION VII
PROFORMA FOR TENDER

- FORM"A" LETTER OF SUBMISSION OF TENDER**
- FORM"B" GENERAL INFORMATION ABOUT THE TENDERER**
- FORM"C" PROFORMA FOR PRICE BID**
- FORM"D" PROFORMA FOR GUARANTEE BOND FOR SECURITY DEPOSIT**
- FORM"E" DECLARATION BY THE CONTRACTOR**
- FORM"F" AFFIDAVIT**
- FORM"G" AFFIDAVIT**
- FORM"H" COMPLIANCE WITH THE CODE OF INTEGRITY AND NO
CONFLICT OF INTREST**
- FORM"I" DECLARATION BY THE BIDDER**
- FORM"J" APPEAL**
- FORM"K" ADDITIONAL CONDITIONS OF CONTRACT**

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

LETTER OF SUBMISSION OF TENDER

DATE:

FROM

To:
The Group General Manager (Contract)
Rajasthan State Mines & Minerals Ltd.,
Corporate Office,
UDAIPUR- 313001 (Raj).

Sub: Sampling Work at Various Nodal Points at Jhamarkotra Rock Phosphate Mines of SBU & PC Rock Phosphate, Udaipur (Rajasthan)"

Ref: Tender No. _____

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money of as per NIT in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

D.D. No	Date	Name and Address of Bank	Amount
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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 and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we have enclosed all 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:.....

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

List of enclosures:

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

GENERAL INFORMATION ABOUT THE TENDERER

1.	Name & full address of the tenderer with telephone/fax numbers etc.	
2.	Name of the Authorized contact person	
3.	<p>Whether Proprietor / Partnership /Company</p> <p>A. In case of Individual/Proprietor</p> <p>i) Name and nature of business</p> <p>ii) Date of commencement of business</p> <p>iii) Turnover of last three year's</p> <p>B. In case of Partnership</p> <p>i) Name of Partners</p> <p>ii) Whether the partnership is registered</p> <p>iii) Date of establishment of firm</p> <p>iv) Turnover of last three year's</p> <p>C. In case of Company</p> <p>i) Amount of paid up capital</p> <p>ii) Name of Directors</p> <p>iii) Date of registration of company</p> <p>iv) Turnover of last three year's</p>	<p>20013-14 2014-15 2015-16</p> <p>2013-14 2014-15 2015-16</p> <p>2013-14 2014-15 2015-16</p>
4.	Date of Incorporation (enclose partnership deed / certificate of incorporation / Memorandum of Association & Article of Association)	
5.	Reference	
6.	If the tenderer is in any other business, please specify.	
8.	Any other relevant information	
9.	In case the tenderer is related with any director or officer of the company, give declaration	
10.	PAN No.	
11.	PF account No.	
12.	Service Tax Registration No.	
13.	Status of registration under MSMED Act along with copy of certificate.	

We hereby agree to abide by all the terms & conditions of the said tender notice given in by the attached sheets covering terms & conditions which have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:
Place :

Signature of Tenderer with office seal
(Indicate capacity of the Tenderer)
Proprietor/Partner/Manager/Director

PROFORMA FOR 'PRICE BID (Non-Negotiable)'

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

1. Name of Tenderer:.....
2. Tender No.

Rate for Sample Collection & Preparation at Six nodal points per day
Rs.....(Inclusive of all rate, taxes and duties)

The price quoted is inclusive of service tax @ 15.00 %.

Signature of Tenderer(s)
With Seal

Date: -----
Place: -----

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G. _____

Dated _____

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

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

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

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance /Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance /agreement by reason of the said contractor's failure to perform the covenants contained in said letter of acceptance /agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance /agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other

rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance /agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance /Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____2016.

DECLARATION BY THE CONTRACTOR

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

Dated: -----
Signatory)

(Authorised

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

Place: -----

AFFIDAVIT

I S/o
..... Aged
..... Years Resident of
..... On behalf of the
tenderer i.e. M/s
..... Hereby
take oath and state as under:

1. That I/We have submitted a tender for
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are

not applicable on me/us (i.e. the above tenderer / contractor).

4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent
(Authorised signatory)

Verification

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

Deponent
(Authorised signatory)

Dated: -----
Place: -----

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

FORM "G"

Affidavit

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

Tender No. RSMM/ Phos/JKT/GGM/6692/16-17

Dated 02.09.2016

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

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

Signature of Tenderer (s)
(Authorised Signatory)
With seal

Place:

Date:

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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

FORM “J”

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) **Filing an appeal**

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

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

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

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

(5) **Form of Appeal**

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

(6) **Fee for filing appeal**

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

(7) **Procedure for disposal of appeal**

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

Form No.1
(see rule 83)

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

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

- 1. Particular of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:

(iii) Residential address:

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

Additional Conditions of Contract**1. Correction of arithmetical errors**

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

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

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

2. Procuring Entity's Right to Vary Quantities

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