



Rajasthan State Mines & Minerals Ltd.

(A Government of Rajasthan Enterprise)

4- Meera Marg,
UDAIPUR-313004(Rajasthan)

Ref: RFP No. RSMM/CO/Proj/SO&T/RFP/2015-16/540

Dated: 02.02.2016

Request for Proposal (RFP)

for

Consultancy on,

- (i) Value addition & business strategy for Rock-phosphate Secondary Ore of Jhamarkotra Mines.
- (ii) Value addition & business strategy for Rock-phosphate beneficiation tailings.

Issued by:

**Advisor & Head (Projects),
Rajasthan State Mines & Minerals Ltd.
4, Meera Marg, Udaipur-313004,
Rajasthan.**

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Request for Proposal

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RAJASTHAN STATE MINES & MINERALS LTD
(A Government of Rajasthan Enterprise)
PROJECTS DIVISION
Corporate Office: 4, Meera Marg, Udaipur - 313 004, Rajasthan, INDIA
URL: <http://www.rsmm.com>

Letter of Invitation to Submit Proposals

Ref: RFP No. RSMM/CO/Proj/SO&T/RFP/2015-16/540

Dated: 02.02.2016

M/s KPMG Advisory Services Pvt Ltd
Lodha excelus, Apollo Mills Compound, N.M. Joshi Marg
Mahalaxmi,
Mumbai-400 013

M/s DMT Consulting Pvt Ltd
Unit No ESNT3B0203, Block-3B, Ecospace Business Park
Premises no-IIF/11, Action Area ii, New Town, Rajarhat,
Kolkata-700 064

M/s Met-chem Canada Inc
555, boul, Rene- Levesque Quest,
3 Etage, Montral (Quebec)
Canada, H2Z 1B1

M/s Pricewaterhouse Coopers Pvt Ltd
77/A, 8-624/A/1 3rd Floor,
Road No.10, Banjara Hills
Hyderabad-500 034

Dear Sirs,

1. Further to the Expression of Interest submitted by you with respect to the captioned assignment, the Advisor & Head (Projects) invites proposals to provide the following consulting services:
 - (i) **Value addition & business strategy for Rock-phosphate Secondary Ore of Jhamarkotra Mines.**
 - (ii) **Value addition & business strategy for Rock-phosphate beneficiation tailings.**
2. Further information regarding these services is available in the Terms of Reference sheet. It is not permissible to transfer this invitation to any other firm.
3. This Request for Proposal (RFP) has been addressed to the following short listed Consultants:
 - (1). M/s KPMG Advisory Services Pvt Ltd.
 - (2). M/s DMT Consulting Pvt Ltd.
 - (3). M/s Met-chem Canada Inc.
 - (4). M/s Pricewaterhouse Coopers Pvt Ltd
4. A firm will be selected in accordance with the method and procedures described in the RFP.



5. The RFP includes the following:

Section I - Instructions to Consultants/ Bidders [can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or our website <http://www.rsmm.com>]

Section II – Bid Data Sheet [enclosed/attached herewith]

Section III - Terms of Reference [enclosed/attached herewith]

Section IV - Bidding Forms [can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or our website <http://www.rsmm.com>]

Section VA - General Conditions of Contract (GCC) [can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or our website <http://www.rsmm.com>]

Section VB – Special Conditions of Contract (SCC) (enclosed/attached herewith).

Section VC – Contract Forms [can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or our website <http://www.rsmm.com>]

6. The evaluation and qualification criteria and procedure of evaluation of proposals and award of Contract are included in Instructions to Consultants.
7. The filled up Bid/ Proposal Document along with the Bid Security of Rs 2.0 lac in the form of bank demand draft/ banker's cheque/ bank guarantee of a scheduled bank in India (in specified format given Section III, Bidding Forms) may be submitted in sealed cover in person or by post up to 3:00 PM of 07.03.2016.
8. The sealed Proposals shall be opened at 3:30 PM on 07.03.2016 in presence of the Consultants or their representatives who choose to be present.

Yours sincerely,

Advisor & Head (Projects)



Section I: Instruction to Consultants

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Instructions to Consultants

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Important Instruction:-

The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Consultants are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail.

| 1. Definitions | | | |
|-----------------------|--------------------|---------------|---|
| S.No | Particulars | Clause | Description |
| 1.1 | | 1.1.1 | “Act” means the Rajasthan Transparency in Public Procurement Act, 2012. |
| | | 1.1.2 | “Bid Data Sheet (BDS)” means such part of the Instructions to Consultants used to reflect specific assignment conditions. |
| | | 1.1.3 | “Client” means Procuring Entity i.e. Rajasthan State Mines & Mineral Limited (with whom the selected Consultant will sign the Contract for the Services). |
| | | 1.1.4 | “Consultant” means the Bidder who may be any entity or person including any Sub-Consultant and other personnel who may provide the Services to the Client under the Contract. |
| | | 1. 1.5 | “Contract” means the Contract signed by the Parties and all the attached documents and the appendices. |
| | | 1.1.6 | “Day” means a calendar day. |
| | | 1.1.7 | “Government” means the Government of Rajasthan. “Company/RSMML” means Rajasthan State Mines & Mineral Limited having its Registered office at C-89-90, Janpath, Lal kothi, Jaipur & Corporate Office at 4, Meera Marg, Udaipur-313004 (Rajasthan) and includes its successors and assigns. |
| | | 1.1.8 | “Instructions to Consultants (ITC)” means the document which provides short listed Consultants with information needed to prepare their Proposals. |
| | | 1.1.9 | “LOI” means the Letter of Invitation being sent by the Client to the short listed Consultants. |



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| | | 1.1.10 | <p>“Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;</p> <p>“Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India;</p> <p>“Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India.</p> |
| | | 1.1.11 | “Proposal” means the Technical Proposal and the Financial Proposal submitted by the Consultant. |
| | | 1.1.12 | “RFP” means the Request For Proposals prepared by the Client for the selection of Consultants. |
| | | 1.1.13 | “Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013. |
| | | 1.1.14 | “Services” means the work to be performed by the Consultant pursuant to the Contract. |
| | | 1.1.15 | “Sub-Consultants” means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract. |
| | | 1.1.16 | “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. |

2. Introduction

| S. No | Particulars | Clause | Description |
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| 2.1 | | 2.1.1 | The Client will select a consulting firm/organisation (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Bid Data Sheet. |
| | | 2.1.2 | <p>This RFP consists of the following documents:</p> <p>Section I: Instruction to Consultants (ITC)</p> <p>Section II: Bid Data Sheet (BDS)</p> <p>Section III: Terms of Reference (TOR)</p> <p>Section IV: Bidding Forms</p> <p>Section VA: General Conditions of Contract</p> <p>Section VB: Special Conditions of Contract</p> <p>Section VC: Contract Forms</p> |



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| | | 2.1.3 | The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. |
| | | 2.1.4 | Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions. |
| | | 2.1.5 | The Client will timely provide at no cost to the Consultants the inputs specified in the Bid Data Sheet, and make available relevant project data and reports. |
| | | 2.1.6 | Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Consultants |

3. Conflict of Interest etc.

| S. No | Particulars | Clause | Description |
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| 3.1 | | 3.1.1 | <p>In addition to the provisions of Rule 81 of RTPP, the Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work</p> <p>The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity</p> <p>Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:</p> |
| | Conflicting activities | 3.1.1.1 | A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be |



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| | | | disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation. |
| | Conflicting Assignment | 3.1.1.2 | Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatisation of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. |
| | Conflicting Relationship | 3.1.1.3 | A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract. |
| | | 3.1.2 | Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| | | 3.1.3 | No agency or current employees of the Client shall work as Consultant under their own organisation. Recruiting former employees of the Client to work for their former organisation is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are |



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| | | | on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal. |
| | Unfair Advantage | 3.1.4 | If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. |
| | Code of Integrity | 3.1.5.1 | <p>The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.</p> <p>Any person participating in the procurement process shall,-</p> <ul style="list-style-type: none">(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 anticompetitive 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. |
| | Breach of Code of Integrity by the Bidder | 3.1.5.2 | The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, has breached any provision of the Code of Integrity as stated in ITC Sub-Clause 3.1.5.1 or has engaged in |



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| | | | any corrupt, fraudulent, coercive, undesirable or restrictive practices in the selection process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and valuation of such Consultant's Proposal. |
| | | 3.1.5.3 | Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract. |
| 3.2 | Eligibility | 3.2.1 | A Consultant may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding Document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: - (a) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and (b) a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm etc. or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement. |
| | | 3.2.2 | A Consultant, and all parties constituting the Consultant, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Consultant and all parties constituting the Consultant shall be of India or a country not otherwise declared ineligible by Government of India. A Consultant shall be deemed to have nationality of a country if the Consultant is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. |
| | | 3.2.3 | A Consultant should not have a conflict of interest in the procurement in question as stated in the Rule 81 |



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| | | | and this Bidding document. |
| | | 3.2.4 | A Consultant shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or RSMML under section 46 of the Act or in case the assignment is being financed with the funds of a Development Partner, then by that Development Partner and such a directive is in effect at the time of the submission of his Proposal. |
| 3.3 | Pre-condition for applying | 3.3.1 | (a) The Consultant's organisation should have been in operations for at least last three years with the proof of incorporation/ commencement of business. (b) In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA)) be submitted. (c) In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted. (d) In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm. (e) Any other equivalent document in case of any other registered entity. (f) Service Tax Registration Certificate in the name of the Consultant. |
| 3.4 | Eligibility of Sub-Consultants | 3.4.1 | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s); such other Consultants and/or individual expert(s) may be allowed to be associated, if permitted in the Bidding Document, and subject to the eligibility criteria set forth in this document. |
| 3.5 | Only one Proposal | 3.5.1 | Shortlisted Consultants (including the individual members of any joint venture) shall submit only one proposal either in its own name or as a part of a Joint Venture. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal. |
| 3.6 | Proposal Validity | 3.6.1 | The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the last date of submission of Proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the |



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| | | | Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 3.7 | Bid Security/ Bid Securing Declaration | 3.7.1 | The consultant shall furnish as a part of its Bid, a Bid Security. The amount of Bid Security shall be as specified in the BDS. |
| | | 3.7.2 | The Bid Security may be given in the form of cash, a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format given Section IV [Bidding Forms], as specified in BDS. |
| | | 3.7.3 | In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Consultant shall use the form included in Section IV [Bidding Forms]. |
| | | 3.7.4 | Bid Security instrument or cash receipt of Bid Security or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected. |
| | | 3.7.5 | Bid Security of a Consultant lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited. |
| | | 3.7.6 | The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the bank guarantee shall not be valid if the issuing bank has become insolvent or has gone under liquidation or has otherwise ceased to be creditworthy. |
| | | 3.7.7 | The Bid Security of unsuccessful Consultants shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submission of |



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| | | | Performance Security by successful Consultant. |
| | | 3.7.8 | The Bid Security taken from a Consultant shall be forfeited in the following cases, namely:- i. when the Consultant withdraws or modifies his Bid after opening of Bids; or ii. when the Consultant does not execute the agreement within the specified time; if any, after issue of Letter of Acceptance within the specified period; or iii. when the Consultant fails to commence the Services as per the Letter of Acceptance within the time specified; or iv. when the Consultant does not deposit the Performance Security in the specified time limit after the Letter of Acceptance is issued; v. if the Consultant breaches any provision of the Code of Integrity prescribed for Consultants as specified in the Act, Chapter VI of the Rules or ITC Sub-Clause 3.1.5.1 [Code of Integrity]. |
| | | 3.7.9 | In case of the successful Consultant, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Consultant furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security. |
| | | 3.7.10 | The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest on any of the following events, namely:- i. the expiry of validity of Bid Security, but the bid in such case shall not be considered; ii. the execution of agreement for procurement and Performance Security is furnished by the successful Consultant; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted. |
| 4. Clarification and Amendment of RFP Documents | | | |
| S. No | Particulars | Clause | Description |
| 4.1 | | 4.1.1 | Consultants may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without |



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| | | | identifying the source of inquiry) to all shortlisted Consultants. Should the Client deem it necessary to amend the Bid Document as a result of a clarification, it shall do so following the procedure under clause 4.1.2. |
| | | 4.1.2 | <p>i. At any time before the deadline for submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. It shall also be uploaded on the State Public Procurement Portal and the RSMML's web site, where available.</p> <p>ii. To give shortlisted Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals under due intimation to the Consultants who have been issued the RFP by RSMML and also by uploading it on its official website and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p> |
| 5. Preparation of Proposals | | | |
| S. No | Particulars | Clause | Description |
| 5.1 | General | 5.1.1 | The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Bid Data Sheet. |
| | | 5.1.2 | In preparing their Proposal, Consultants are expected to examine in detail the RFP document. Material deficiencies in providing the information requested may result in rejection of a Proposal. |
| | | 5.1.3 | While preparing the Technical Proposal, Consultants must give particular attention to the following: |
| | | 5.1.3.1 | If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with non-shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. A maximum consortium of 05 members will be allowed by RSMML. |



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| 5.2 | Technical Proposal Format and Content | 5.2.1 | The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. |
| | | 5.2.1.1 | The Technical Proposal should include: Brief description of the Consultants' organisation (approximately 2 Pages) and an outline of recent experience (approximately 3 relevant assignments executed in the last three years) of the Consultant and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section IV. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. |
| | | 5.2.1.2 | A description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule. Guidance on the content of this Section of the Technical Proposals is provided under Form TECH-3 of Section IV. The work plan should be consistent with the Work Schedule (Form TECH-4 of Section IV) which will show in the form of a bar chart the timing proposed for each activity. |
| | | 5.2.2 | The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non responsive. |
| 5.3 | Financial Proposals | 5.3.1 | The Financial Proposal shall be prepared using the attached Bidding Forms (Section IV). |
| 5.4 | Currencies of Proposal and Payments | 5.4.1 | The unit rates and the Prices shall be quoted by the Consultants entirely in Indian Rupees and all payments shall be made in Indian Rupees. |
| 5.5 | Taxes | 5.5.1 | The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. |
| | Variation in statutory taxes, duties & levies | 5.5.2 | All taxes/ duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional |



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| | | | <p>payment. Any variation in the statutory Taxes, Duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the date of submission of bid as reflected in the bills raised by the contractor on to the Company shall be to the account/payable to the Company. The Contractor/ Company will claim reimbursement of such liability, supported by documentary evidence.</p> |
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6. Submission, Receipt and Opening of Proposals

| S.No. | Particulars | Clause | Description |
|-------|--|--------|---|
| 6.1 | Submission, Receipt and Opening of Proposals | 6.1.1 | <p>The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of 'TECH-1 to 7' of Section IV, and FIN-1 & 2 of Section IV.</p> |
| | | 6.1.2 | <p>The Consultant or a person authorised by the Consultant shall sign all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.</p> <p>A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>The signed Proposal shall be marked "Original" and its copies marked "Copy" as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> |
| | | 6.1.3 | <p>The original plus one copy of the Technical Proposal and one complete RFP document duly signed and stamped on each page by the authorised representative of the bidder in token of acceptance shall be placed in a sealed envelope clearly marked "Technical Proposal."</p> <p>Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "Do Not Open With The Technical Proposal."</p> <p>The envelopes containing the Technical and Financial</p> |



| | | | |
|--------------------------------|--------------------|---------------|--|
| | | | Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "Do Not Open, Before [insert the time and date of the submission deadline indicated in the Bid Data Sheet]". The Client shall not be responsible for misplacement, losing, or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. |
| | | 6.1.4 | The Proposal or its modification must be sent by hand or by post to the address/addresses indicated in the Bid Data Sheet and received by the Client no later than the time and the date indicated in the Bid Data Sheet, or any extension to the date. |
| | | 6.1.5 | The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet. |
| | | 6.1.6 | The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants or their authorised representatives who choose to attend on the opening date, time and the address as stated in the Bid Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC Clause 7.3. |
| | | 6.1.7 | At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the addresses of all members; (ii) the presence or absence of Proposal Document price, if any, Bid Security/ Bid Securing Declaration, e-Proposal processing fee or user charges, if any (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Bid Data Sheet. |
| 7. Proposals Evaluation | | | |
| S.No. | Particulars | Clause | Description |
| 7.1 | General | 7.1.1 | From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals & recommendation for award of Contract may result in the rejection of the Consultants' |



| | | | |
|-----|---------------------------------------|-------|--|
| | | | <p>Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> |
| 7.2 | Evaluation of Technical Proposals | 7.2.1 | <p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and sub criteria specified in the Bid Data Sheet. Minimum requirement of qualifications and experience (general and specific) of the firm is specified in the Bid Data Sheet.</p> <p>Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Bid Data Sheet. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> |
| 7.3 | Public Opening of Financial Proposals | 7.3.1 | <p>The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Consultants or their representatives whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The Consultants or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.</p> |
| | Correction of errors | 7.3.2 | <p>Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> |
| 7.4 | Taxes | 7.4.1 | <p>The Client's evaluation of the Consultant's Financial Proposal shall include taxes and duties as provided in the Bid Data Sheet.</p> |



| | | | |
|---|--|---------------|--|
| 7.5 | Evaluation in case of Least-Cost Selection (LCS) | 7.5.1 | In Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract. |
| 8. Negotiations and Clarifications | | | |
| S. No. | Particulars | Clause | Description |
| 8.1 | General | 8.1.1 | The negotiations will be held at the address indicated in the Bid Data Sheet with the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. |
| | | 8.1.2 | The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant or its authorised representative. |
| 8.2 | Availability of Key Experts | 8.2.1 | The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 3.6 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. |
| 8.3 | Technical negotiations or clarifications | 8.3.1 | The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| 8.4 | Financial negotiations or clarifications | 8.4.1 | The negotiations include the remuneration/ consulting charges; clarification of the Consultant's tax liability in India and how it should be reflected in the Contract. |
| 8.5 | Conclusion of negotiations | 8.5.1 | The negotiations will conclude with a review of the finalised draft Contract. To complete negotiations the Client and the Consultant will sign the agreed Contract. |
| 9. Award of Contract | | | |
| S.No. | Particulars | Clause | Description |
| | | | After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, |



| | | | |
|-----|-------------------|-------|---|
| | | | <p>the Client shall inform the successful Consultant in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Consultant. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Consultant given in the Proposal.</p> <p>In the written intimation of acceptance of its Proposal sent to the successful Consultant, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security within 30 days from the date on which the LOA or LOI is despatched to the successful Consultant.</p> <p>Client shall promptly notify all Consultants who have submitted proposals about the acceptance of the successful offer and also place this information on the State Public Procurement Portal.</p> |
| 9.1 | Award of Contract | 9.1.1 | <p>If the Consultant, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Consultant as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Consultant, to the Consultant with next lowest or most advantageous responsive Proposal.</p> |
| | | 9.1.2 | <p>The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.</p> |
| | | 9.1.3 | <p>Refer to Bid Data Sheet for the type of consultancy contract [Time Based or Lump Sum Based Contract]</p> |
| | | 9.1.4 | <p>Performance Security shall be solicited from the successful Consultant except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.</p> <p>The amount of Performance Security shall be ten percent, or as specified in the Bid Data Sheet, of the amount of the Contract. The currency of Performance</p> |



| | | | |
|----------------------------|----------------------|---------------|--|
| | | | <p>Security shall be Indian Rupees.</p> <p>The Consultant shall deliver the Performance Security to the Client within 30 days after issue of the Letter of Award.</p> |
| 9.2 | Performance Security | 9.2.1 | <p>Performance Security shall be furnished in one of the following forms:</p> <p>(a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(b) Bank guarantee. It shall be in the form given in Section VC, Contract Forms, issued by a Scheduled Bank in India and shall be got verified from the issuing bank.</p> |
| | | 9.2.2 | <p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <p>(a) when the Consultant does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(b) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p> <p>(e) to adjust any accepted dues against the Procuring Entity; or</p> <p>(f) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Client in this regard shall be final.</p> |
| | | 9.2.3 | All payments shall be made in Indian Rupees. |
| 9.3 | Payments | 9.3.1 | Payment will be as specified in the Bid Data Sheet. |
| 9.4 | Schedule of Payments | 9.4.1 | Payment Schedule will be contingent upon the type of Contract as specified in the Bid Data Sheet. |
| 10. Confidentiality | | | |
| S.No. | Particulars | Clause | Description |
| | | | In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be |



| | | | |
|---|---------------------|---------------|---|
| | | | disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal. |
| 10 | Confidentiality | 10.1 | In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal. |
| 11. Grievance Redressal During Procurement Process | | | |
| S.No. | Particulars | Clause | Description |
| | | | Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITC. |
| 11 | Grievance Redressal | 11.1 | Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITC. |



Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

(a) 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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 procurement;
- (b) provisions limiting participation of Bidders in the bidding 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.

(3) Form and procedure of filing an appeal

(a) An appeal 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 authorised representative.



(4) 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 a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals

(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 documents, 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 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 Noof

Before the (First / Second Appellate Authority)

1. Particulars 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 (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:

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....

Place

Date

Appellant's Signature

**Section II: Bid Data Sheet (BDS)**

| | |
|----------------------|---|
| ITC clause Reference | |
| 2.1.1 | Client name & address: Rajasthan State Mines & Minerals Ltd. 4, Meera Marg, Udaipur-313004, Rajasthan. Method of selection: Least Cost Selection (LCS) |
| 2.1.3 | (A) Financial Proposal to be submitted together with Technical Proposal. (B) Name of the assignment is: (i) Value addition & business strategy for Rock-phosphate Secondary Ore of Jhamarkotra Mines (ii) Value addition & business strategy for Rock-phosphate beneficiation tailings. |
| 2.1.5 | The Client will provide the following inputs: IBM study reports; available analysis reports of random samples. |
| 3.2.1 | Whether Joint Ventures are permitted to submit Proposals : Yes |
| 3.4.1 | Whether shortlisted or other consultants are permitted to be associated: Consultants are allowed to be associated with other than shortlisted consultants. |
| 3.6.1 | Proposals must remain valid for 120 days after the last date for submission. |
| 3.7.1 | Whether Bid Security/ Bid Securing Declaration is required: Yes Its amount is: Rs 2 lac. (Rupees two lac only). |
| 4.1.1 | (i) For clarification purposes only, the Procuring Entity's (Client's) address is: Sh. Gopal Gandhi, Advisor & Head (Projects), Rajasthan State Mines & Minerals Ltd; 4, Meera Marg, Udaipur-313 004 , Ph No. 0294-1428744, Fax: 0294-2428790 Email address: project@rsmml@rajasthan.gov.in (ii) A request for clarification on Bidding document should reach the above address at least 15 days prior to the deadline for submission of Proposals. |
| 5.1.1 | Proposals shall be submitted in English language. |
| 5.1.3.1 | Whether shortlisted Consultants may associate with other shortlisted Consultants or other non-shortlisted Consultants: Consultants are allowed to be associated with other than shortlisted consultants. |
| 5.4.1 | The Price for the Services shall be expressed in Indian Rupees and payments shall be made in Indian Rupees. |
| 5.5.1 | Amounts payable by the Client to the Consultant under the contract to be subject to applicable taxation. |
| 5.5.2 | Variation in statutory taxes, duties & levies: Quoted rates to be inclusive of all taxes. Variation after submission of offer to be dealt with as per Clause 5.5.2 of ITC. |
| 6.1.2 | Consultant must submit the original plus one copy of the Technical Proposal, and the original of Financial Proposal. In addition, one sealed & signed copy of RFP document should be enclosed with the offer as a token of acceptance of its terms and conditions and returned intact (no page should be detached). |



| 6.1.4 | (i) For Proposal submission only, the Procuring Entity's (Client's) address is: Sh. Gopal Gandhi, Advisor & Head (Projects), Rajasthan State Mines & Minerals Ltd; 4, Meera Marg, Udaipur-313 004 , Ph No. 0294-1428744, Fax: 0294-2428790 Email address: project@rsmml@rajasthan.gov.in (ii) Proposals must be submitted no later than the following date and time: 07.03.2016, 3:00 PM. | | | | | | | | | | | | |
|--------|---|-----------------------|--------|--------|---|---|-----------------------|---|--------------------------------------|-----------------------|---|---|-----------------------|
| 6.1.5 | The opening of Proposals shall take place at: Rajasthan State Mines & Minerals Ltd; 4, Meera Marg, Udaipur-313 004 , Ph No. 0294-1428744, Fax: 0294-2428790 Date: 07.03.2016 Time: 3:30 PM. | | | | | | | | | | | | |
| 7.2.1 | 1. Minimum requirement of qualifications and experience (general and specific) of the firm are: 60 points. 2. Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: Points (i) Specific experience of the Consultants relevant to the assignment: 20 (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology 40 b) Work plan 20 c) Organisation and staffing 05 (iii) Proposed team for the Project 15 | | | | | | | | | | | | |
| 8.1.1 | Expected date and address for contract negotiations: One month after opening of Proposals at the same venue. | | | | | | | | | | | | |
| 9.1.1 | The time period within which the successful Consultant shall have to submit Performance Security and sign the Contract Agreement after issue of LOA or LOI by the Client is: 30 days | | | | | | | | | | | | |
| 9.1.2 | The consultant is expected to commence the assignment from the date of signing the Contract Agreement. Nine months period for completion of assignment will be reckoned with from the date of signing the Contract Agreement. | | | | | | | | | | | | |
| 9.1.3 | The consultancy contract will be a Lump Sum Based Contract. | | | | | | | | | | | | |
| 9.2.1 | Whether Performance Security or Performance Security Declaration shall be required from the successful consultant : Yes Its amount is: 10% of the contract value. | | | | | | | | | | | | |
| 9.4 | Contract Invoice shall be due on submission of the Deliverables. | | | | | | | | | | | | |
| 9.4 | The schedule of Payments shall be as follows: (An indicative pattern is given below) <table border="1" data-bbox="335 1747 1412 1993"> <thead> <tr> <th>S. No.</th> <th>Report</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>*Advance Payment on signing of the agreement and submission of Performance Security</td> <td>10% of contract value</td> </tr> <tr> <td>2</td> <td>**Submission of the inception report</td> <td>15% of contract value</td> </tr> <tr> <td>3</td> <td>Submission of quality assessment report</td> <td>15% of contract value</td> </tr> </tbody> </table> | S. No. | Report | Amount | 1 | *Advance Payment on signing of the agreement and submission of Performance Security | 10% of contract value | 2 | **Submission of the inception report | 15% of contract value | 3 | Submission of quality assessment report | 15% of contract value |
| S. No. | Report | Amount | | | | | | | | | | | |
| 1 | *Advance Payment on signing of the agreement and submission of Performance Security | 10% of contract value | | | | | | | | | | | |
| 2 | **Submission of the inception report | 15% of contract value | | | | | | | | | | | |
| 3 | Submission of quality assessment report | 15% of contract value | | | | | | | | | | | |



| | | | |
|------|---|----------------------------------|-----------------------|
| | 4 | Submission of the interim report | 20% of contract value |
| | 5 | Submission of the draft report | 30% of contract value |
| | 6 | Approval of the final report | 20% of contract value |
| | <p>*If advance payment is made, it shall be against bank guarantee of equivalent amount issued by a Scheduled Bank in India. The amount of advance shall be recovered from subsequent payments to be made to the Consultant.</p> <p>**For eligibility for payments, necessary deliverables in various reports are described in Forms TECH-4A & TECH-4B. Inception Report will include deliverables D1 to D2; Quality Assessment Report will include deliverables D4 to D6; Interim Report will include all the deliverables from D1 to D10 plus strategy formulation and selection of suitable business strategy/alternative. Inception Reports of both TECH-4A & TECH-4B will be needed simultaneously for releasing payment applicable to that stage; Quality Assessment Report of both TECH-4A & TECH-4B will be needed simultaneously for releasing payment applicable to that stage. Similar method will be followed for other stages also.</p> | | |
| 11.1 | <p>The Designation and Address of the First Appellate Authority is: Secretary (Mines), Govt. of Rajasthan, Secretariat, Jaipur (Rajasthan)</p> <p>The Designation and Address of the Second Appellate Authority is: Secretary (Finance), Govt. of Rajasthan, Secretariat, Jaipur (Rajasthan)</p> | | |



Section-III: Terms of Reference

Section III [A]. Terms of Reference (Secondary Ore)

1. Brief Background

Secondary Ore is getting generated during mining of high grade Rock-phosphate ore at Jhamarkotra Mines. Tentative quantity of excavated secondary ore available at our mines is 50 lac MT and is adding @ 2 lac MT per year (approx).

Chemical Analysis ROM Secondary Rock-phosphate:

Indicative chemical analysis of the ore is as under:-

| Constituents | Assay % |
|------------------------------------|---------|
| P ₂ O ₅ | 10-13.5 |
| Acid Insoluble (SiO ₂) | 49.48 |
| Fe ₂ O ₃ | 5.66 |
| Al ₂ O ₃ | 6.87 |
| CaO | 20.13 |
| MgO | 0.46 |
| F | 1.35 |
| LOI | 2.68 |

Approximate Distribution of Minerals in Secondary Ore:

| Name of the mineral | Approx.% |
|----------------------------------|----------|
| Apatite | 35-40 |
| Quartz | ~35 |
| Mica(muscovite,biotite,sericite) | 12-15 |
| Goethite/limonite | 4-5 |
| Carbonate(Calcite) | 2-3 |
| Hematite | 2-3 |
| Clay(kaolinite) | 2-3 |
| Pyroxene(diopside), amphibole | 1-2 |

2. **Objectives** – Value addition and business strategy for rock-phosphate secondary ore.

3. **Time frame for services** –Consultant is expected to complete the assignment within 9 months from commencement which will be reckoned with from the date of signing the Contract Agreement.

4. **Scope of Work for Consultant**

The consultant will be required to do the following work:

- (i) Suggest most reliable methodology for deriving average analysis of heterogeneous stacks of Secondary Ore.
- (ii) *Suggest suitable sources along with the estimated financial & time involvement for completely outsourcing sample collection and deriving average analysis following methodology as per 4(i) above. Supervise & inspect outsourced sample collection.
- (iii) Suggest various alternatives for value addition of the Secondary Ore.
- (iv) *Suggest suitable sources along with the estimated financial & time involvement for outsourcing intervening tests/ studies required to evaluate value addition alternatives as per 4(iii) above. Supervise & inspect outsourced tests/ studies.
- (v) Compare merits & demerits of value addition alternatives as per 4(iii) above and recommend the best one.



- (vi) Prepare 'Techno Economic Feasibility Report' of the best alternative for value addition of the Secondary Ore.
- (vii) Suggest appropriate business model/ strategic alliance/ joint venture/ development agreement for value addition of the Secondary Ore.

5. **Schedule for completion of tasks** – As per Form TECH-4(A).

6. **Data (for reference only), services and facilities to be provided by the client** – Study report of IBM shall be made available. Analysis of random samples will be provided.

7. **Expected deliverables include:**

- 'Techno Economic Evaluation Report' as per (i) to (vii) of point No. 4 above: Four hard copies and one set of electronic copies including plates and drawings.
- Data presentation and analysis forming the basis of final report.

8. Review procedure to monitor the consultants work / Monitoring and Evaluation of work assigned: Stage wise reports as mentioned in Form TECH-4(A).

[*Note for 4(ii) & (iv): Preliminary information about a few suitable sources alongwith approximate financial & time involvement for completely outsourcing sample collection and/ or intervening tests/ studies aimed at value addition process design must be given under the heading 'Technical Approach & Methodology' of Form 'TECH-3'. Exhaustive information may be shared on award of the work.]

Section-III [B]. Terms of Reference (Beneficiation tailings)

1. Brief Background

During course of up-gradation of low grade Rock-phosphate ore through beneficiation process, about 4.5 lac MT tailings are generating per annum at Jhamarkotra Mines. It is a matter of concern that existing tailing-dam is already full and being used after raising its height. New tailing-dam construction is getting delayed due to land acquisition related issues. Nearly 45 lac MT tailings containing approximately 8% P₂O₅, 15% MgO and 3% to 4% Acid Insoluble (AI) have accumulated so far. Safe storage of rock/ processed material containing ≥5% P₂O₅ is mandatory. In this backdrop, Company is exploring the possibility of value addition of the tailing waste, so that twin objectives of recovering P₂O₅ from the tailings/ value addition through alternative method and creating space in the existing tailing-dam for accommodating future tailings may be achieved.

2. **Objectives** – Value addition and business strategy for rock-phosphate beneficiation tailings.

3. **Time frame for services** – Consultant is expected to complete the assignment within 9 months from commencement which will be reckoned with from the date of signing the Contract Agreement.

4. Scope of Work for Consultant

The consultant will be required to do the following work:

- (i) Suggest most reliable methodology for deriving average analysis of tailings in the existing tailing-dam.



- (ii) *Suggest suitable sources along with the estimated financial & time involvement for completely outsourcing sample collection and deriving average analysis following methodology as per 4(i) above. Supervise & inspect outsourced sample collection.
- (iii) Suggest various alternatives for value addition of the Rock-phosphate beneficiation tailings.
- (iv) *Suggest suitable sources along with the estimated financial & time involvement for outsourcing intervening tests/ studies required to evaluate value addition alternatives as per 4(iii) above. Supervise & inspect outsourced tests/ studies.
- (v) Compare merits & demerits of value addition alternatives as per 4(iii) above and recommend the best one.

5. Schedule for completion of tasks – As per Form TECH-4(B).

6. Data (for reference only), services and facilities to be provided by the client. Study report of IBM shall be made available. Analysis of random samples will be provided.

7. Expected deliverables include:

- 'Techno Economic Evaluation Report' as per (i) to (iv) of point No. 4 above: Four hard copies and one set of electronic copies including plates and drawings.
- Data presentation and analysis forming the basis of final report.

8. Review procedure to monitor the consultants work / Monitoring and Evaluation of work assigned: Stage wise reports as mentioned in Form TECH-4(B).

[*Note for 4(ii) & (iv): Preliminary information about a few suitable sources alongwith approximate financial & time involvement for completely outsourcing sample collection and/ or intervening tests/ studies aimed at value addition process design must be given under the heading 'Technical Approach & Methodology' of Form 'TECH-3'. Exhaustive information may be shared on award of the work.]



Section IV: Bidding Forms

{Notes to Consultant shown in brackets { } throughout Section IV provide guidance to the Consultant to prepare the Technical Proposal and Financial Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Technical Proposal Forms

| Required for FTP or STP (√) | | FORM | DESCRIPTION | Page Limit |
|-----------------------------|-----|-------------------|---|------------|
| FTP | STP | | | |
| √ | √ | TECH-1 | Technical Proposal Submission Form. | |
| “√” If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | |
| √ | | TECH-2 | Consultant's Organization and Experience. | |
| √ | | TECH-2A | A. Consultant's Organization | |
| √ | | TECH-2B | B. Consultant's Experience | |
| √ | √ | TECH-3 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| √ | √ | TECH-4A & 4B | Work Schedule and Planning for Deliverables | |
| √ | √ | TECH-5A or 5B | Form of Bid Security/ Bid Securing Declaration | |
| √ | √ | TECH-6 | Declaration by the Consultant u/s 7 & 11 of the Act | |
| √ | √ | TECH-7 | Power of Attorney – Sample format is given but in the case of a Joint Venture, a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members are required. | |

All pages of the original Technical and Financial Proposal shall be signed by the Consultant or the same authorised representative of the Consultant who signs the Proposal.



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Advisor & Head (Projects),
Rajasthan State Mines & Minerals Ltd;
4, Meera Marg, Udaipur-313 004**

Dear Sir,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope"

{If the Consultant is a joint venture, insert the following: "We are submitting our Proposal a joint venture with _____{Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture"

or,

{if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture".

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and action may be taken against us under the provisions of the Act and the Rules;

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Sub-Clause 3.6.1;

(c) We meet the eligibility requirements as stated in ITC Sub-Clause 3.2.

(d) We, including any sub-consultants for any part of the Services, declare that we do not have any conflict of interest in accordance with ITC Sub-Clause 3.1 and we have complied with and shall continue to comply with the Code of Integrity contained in the Act, the Rules and ITC Sub-Clause 3.1.5.1 during execution of the Contract till completion of all our obligations under the Contract;

(e) Except as stated in the Bid Data Sheet, Sub-Clause 3.6.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Sub-Clause 3.6.1 and ITC Sub-Clause 8.2 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.



(g) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

(h) Other comments, if any:

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in LOA/LOI.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (firm's/ company's name or JV's name): _____

In the capacity of: _____

Complete Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your firm/ company, and, in case of a joint venture, of each member for this assignment.
2. Enclose proof of possessing minimum eligibility and qualifications as per the criteria, if any specified in the Bid Data Sheet, e.g. regarding number of years of experience, financial turnover, amount involved in litigation against the firm etc.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 3 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| Duration | Assignment name/& brief description of main deliverables/ outputs | Name of Client & Country of Assignment | Approx. Contract value (in Indian Rupees equivalent)/ Amount paid to your firm | Role on the Assignment |
|----------|---|--|--|------------------------|
| | | | | |
| | | | | |



FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description in response to TOR may be given in the following suggested structure:

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the TOR here.}.

Preliminary information about a few suitable sources alongwith approximate financial & time involvement for completely outsourcing sample collection and/ or intervening tests/ studies aimed at value addition process design must be given

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (A)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Value addition & business strategy for Rock-phosphate Secondary Ore:

| Deliverables | 1 st m | 2 nd m | 3 rd m | 4 th m | 5 th m | 6 th m | 7 th m | 8 th m | 9 th m |
|---|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 1. Mobilization | | | | | | | | | |
| D1 | Assessment of existing situation | | | | | | | | |
| D2 | Site visits and meetings | | | | | | | | |
| D3 | <i>Submission of Inception Report</i> | | ☐ | | | | | | |
| 2. Representative sampling & analysis | | | | | | | | | |
| D4 | Estimation of quantity | | | | | | | | |
| D5 | Selection of suitable methodology for representative sample collection | | | | | | | | |
| D6 | Sample collection programme and outsourcing options with estimates. | | | | | | | | |
| D7 | <i>Submission of Quality Assessment Report</i> | | | | ☐ | | | | |
| 3. Exploring & Evaluating Value addition options | | | | | | | | | |
| D8 | Exploring value addition options. | | | | | | | | |
| D9 | Test work programme for value addition process development and outsourcing options. | | | | | | | | |
| D10 | Compare merits & demerits of value addition options. | | | | | | | | |
| D11 | <i>Submission of Interim Report</i> | | | | | | ☐ | | |
| 4. TEFR & Final Report | | | | | | | | | |
| D12 | 'Techno Economic Feasibility Report' of the best alternative for value addition | | | | | | | | |
| D13 | <i>Submission of Draft Report</i> | | | | | | | ☐ | |
| D14 | <i>Submission of Final Report</i> | | | | | | | | ☐ |

NB:

- (i) The Consultant will mark duration of various activities to achieve milestones indicated by '☐' in the above table. Extra time needed for outsourced sample collection and/ or intervening tests/ studies may be mentioned separately justifying that no parallel activities will be feasible during that period.
- (ii) The Consultant may shrink the duration of various activities in their proposal, if felt that too much time has been considered in above table.
- (iii) **Inception Report** will include deliverables D1 to D2; **Quality Assessment Report** will include deliverables D4 to D6; **Interim Report** will include all the deliverables from D1 to D10 plus strategy formulation and selection of suitable business strategy/alternative.

FORM TECH-4 (B)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Value addition & business strategy for Rock-phosphate beneficiation tailings:

| Deliverables | 1 st m | 2 nd m | 3 rd m | 4 th m | 5 th m | 6 th m | 7 th m | 8 th m | 9 th m |
|---|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 1. Mobilization | | | | | | | | | |
| D1 | Assessment of existing situation | | | | | | | | |
| D2 | Site visits and meetings | | | | | | | | |
| D3 | <i>Submission of Inception Report</i> | | ☐ | | | | | | |
| 2. Representative sampling & analysis | | | | | | | | | |
| D4 | Estimation of quantity | | | | | | | | |
| D5 | Selection of suitable methodology for representative sample collection | | | | | | | | |
| D6 | Sample collection programme and outsourcing options with estimates. | | | | | | | | |
| D7 | <i>Submission of Quality Assessment Report</i> | | | | ☐ | | | | |
| 3. Exploring & Evaluating Value addition options | | | | | | | | | |
| D8 | Exploring value addition options. | | | | | | | | |
| D9 | Test work programme for value addition process development and outsourcing options. | | | | | | | | |
| D10 | Compare merits & demerits of value addition options. | | | | | | | | |
| D11 | <i>Submission of Interim Report</i> | | | | | | ☐ | | |
| 4. TEFR & Final Report | | | | | | | | | |
| D13 | 'Techno Economic Feasibility Report' of the best alternative for value addition | | | | | | | | |
| D14 | <i>Submission of Draft Report</i> | | | | | | | ☐ | |
| D15 | <i>Submission of Final Report</i> | | | | | | | | ☐ |

- NB:**
- (i) The Consultant will mark duration of various activities to achieve milestones indicated by '☐' in the above table. Extra time needed for outsourced sample collection and/ or intervening tests/ studies may be mentioned separately justifying that no parallel activities will be feasible during that period.
 - (ii) The Consultant may shrink the duration of various activities in their proposal, if felt that too much time has been considered in above table.
 - (iii) **Inception Report** will include deliverables D1 to D2; **Quality Assessment Report** will include deliverables D4 to D6; **Interim Report** will include all the deliverables from D1 to D10 plus strategy formulation and selection of suitable business strategy/alternative.



FORM TECH-5A
FORM OF BID SECURITY

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of Client]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the Consultant/ Bidder]*** (hereinafter called "the Consultant/ Bidder") has submitted to you its Proposal/ Bid dated ***[insert date]*** (hereinafter called "the Proposal/ Bid") for the execution of ***[insert name of contract]*** under Request for Proposals ***[insert RFP number]***.

Furthermore, we understand that, according to your conditions, Proposals/ Bids must be supported by a bid guarantee.

At the request of the Consultant/ Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant/ Bidder is in breach of its obligation(s) under the Proposal/ Bid conditions, because the Consultant/ Bidder:

(a) has withdrawn or modified its Bid/ Proposal after deadline for submission of bids/proposals, during the period of bid/ proposal validity specified by you in the Bid Data Sheet (hereinafter "the BDS"); or

(b) having been notified during the period of bid/ proposal validity specified in the BDS, about the acceptance of its Bid/ Proposal by you,

(i) failed or refused to execute the Contract Agreement within the time period specified in the BDS, or

(ii) failed or refused to furnish the performance security, in accordance with the Instructions to Bidders/ Consultants (hereinafter "the ITB/ ITC") within the time period specified in the BDS, or

(c) has not accepted the correction of arithmetical errors in accordance with the ITB/ ITC; or

(d) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB/ ITC.

This guarantee will expire: (a) if the Consultant/ Bidder is the successful Consultant/ Bidder, upon our receipt of copies of the contract signed by the Consultant/ Bidder and the performance security issued to you upon the instruction of the Consultant/ Bidder; and (b) if the Consultant/ Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Consultant/ Bidder of the name of the successful Consultant/ Bidder; or (ii) thirty days after the expiration of the validity of the Consultant/ Bidder's Proposal/ Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____



[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of

[insert name of the Bank]

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[Affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture that submits the bid.]



FORM TECH-5B

FORM OF BID SECURING DECLARATION

Date: ***[insert date (as day, month and year)]***

Bid No.: ***[insert number of bidding process]***

To: ***[insert complete name and address of Procuring Entity]***

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals/ Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity, for the period of time of ***[insert number of months or years, as required by the Procuring Entity]*** starting on ***[insert date]***, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid/ Proposal after deadline for submission of bids, during the period of bid/ proposal validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid/ proposal validity specified in the BDS, about the acceptance of our Bid/ Proposal by you,
- (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
- (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders/ Consultants (hereinafter "the ITB/ ITC") within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB/ ITC; or (d) breach a provision of the Code of Integrity specified in the RPPP Act, RPPP Rules and the ITB/ ITC.

We understand this Bid-Securing Declaration shall expire if we are not the successful Consultant/ Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Consultant/ Bidder; or (ii) thirty days after the expiration of our Proposal/ Bid.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name and address of the Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____



[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]



FORM TECH-6

DECLARATION BY THE CONSULTANT/ BIDDER U/S 7 & 11 OF THE ACT

In relation to our Proposal/ Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Services] in response to their Request for Proposals/ Notice Inviting Bids No..... Dated..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the RFP/ Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the RFP/ Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this RFP/ Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this RFP/ Bidding Document, till completion of all our obligations under the Contract.

Date: _____ Signature of Consultant/ Bidder

Place: _____ Name:

Designation:

Address:



FORM TECH-7

POWER OF ATTORNEY

(On Stamp paper of appropriate value)

Know all persons by these presents, We..... [name of the Consultant/ Bidder and address of its registered office] do hereby constitute, appoint and authorize Mr. / Ms. [name and residential address] who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal/ Bid for..... [name of the project/ assignment], including signing and submission of all documents and providing information/ responses to [designation of procuring entity] in all matters in connection with our Proposal/ Bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated:.....

Accepted.

[Signature, Name and designation of the Attorney]

[Signature and Name of the Consultant/ Bidder with corporate seal]



Financial Proposal

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section I, Instructions to Consultants.

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal Form

Note:

- (i) Forms FIN-1 and FIN-2 shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, and with a warning “Do Not Open With The Technical Proposal.” Further, instructions given at Clause 6.1.3 of ITC may be followed.
- (ii) Combined amount of both the consultancies i.e. ‘**Value addition & business strategy for Rock-phosphate Secondary Ore**’ and ‘**Value addition & business strategy for Rock-phosphate beneficiation tailings**’ should be quoted. The L1 bidder shall be decided based on lowest combined rates only.



FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
**Advisor & Head (Projects),
Rajasthan State Mines & Minerals Ltd;
4, Meera Marg, Udaipur-313 004 ,**

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) with currency (ies)} {Insert amount(s) in words and figures}, *“including” all taxes in accordance with Clause 5.5.2 in the Bid Data Sheet.*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 3.6.1 of the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Note: The quoted amount is combined for both the consultancies i.e. ‘**Value addition & business strategy for Rock-phosphate Secondary Ore**’ and ‘**Value addition & business strategy for Rock-phosphate beneficiation tailings**’.

**FORM FIN-2****FINANCIAL PROPOSAL**
(To be given in separate sealed envelope)

Ref: RFP No. RSMM/CO/Proj/SO&T/RFP/2015-16/

Dated: 00.02.2016

Name of bidder:

| S.No. | Description of work | Amount in Rs. | |
|-------|--|---------------|----------|
| | | In Figures | In words |
| 1. | (i) Value addition & business strategy for Rock-phosphate Secondary Ore of Jhamarkotra Mines. & (ii) Value addition & business strategy for Rock-phosphate beneficiation tailings. | | |

[Note:

1. The quoted amount is combined for both the consultancies i.e. '**Value addition & business strategy for Rock-phosphate Secondary Ore**' and '**Value addition & business strategy for Rock-phosphate beneficiation tailings**'.
2. Above quoted price is inclusive of cost of all services included in the scope of work and other heads as stipulated in RFP document, drawings, specifications and to complete the subject work, irrespective of whether all the activities are categorically listed out/brought out elsewhere or not.
3. The lump sum price indicated above is inclusive of all applicable taxes, duties, levies, travelling, lodging, boarding, documentation, communication, and site expenses etc. The price will remain firm, fixed and binding till the completion of services and no escalation will be paid whatsoever.
4. The price mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluating the bids.
5. *Variation in statutory taxes, duties & levies:* All taxes/ duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any variation in the statutory Taxes, Duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the date of submission of bid as reflected in the bills raised by the contractor on to the Company shall be to the account/payable to the Company. The Contractor/Company will claim reimbursement of such liability, supported by documentary evidence.]

Signature with seal of Bidder

**Section VA: General Conditions of Contract**

| 1. General | | | |
|-------------------|--------------------|---------------|--|
| S. No. | Particulars | Clause | Description |
| 1.1 | Definitions | | Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings: |
| | | 1.1.1 | “Act” means the Rajasthan Transparency in Public Procurement Act, 2012. |
| | | 1.1.2 | “Applicable Law” means the Central or State laws and any other instruments having the force of law in India and Rajasthan or any other area of operation of the Contract as they may be, issued and in force from time to time. |
| | | 1.1.3 | “Client” means Procuring Entity i.e. Rajasthan State Mines & Mineral Limited (with whom the selected Consultant will sign the Contract for the Services). |
| | | 1.1.4 | “Consultant” means the Bidder who may be any entity or person including any Sub-Consultant and other personnel that may provide the Services to the Client under the Contract. |
| | | 1.1.5 | “Contract” means the legally binding written agreement as signed by the Parties that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms, Appendices and all the attached documents. |
| | | 1.1.6 | “Day” means a calendar day, unless indicated otherwise in the SCC. |
| | | 1.1.7 | “Effective Date” means the date on which this Contract comes into force and effect. |
| | | 1.1.8 | “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant, or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. |
| | | 1.1.9 | “Foreign Currency” means any currency other than the Indian Rupees. |
| | | 1.1.10 | “GCC” mean these General Conditions of Contract. |
| | | 1.1.11 | “In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt. |
| | | 1.1.12 | “Joint Venture (JV)” means an association with a legal personality distinct from that of its members, of more than |



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| | | | one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. |
| | | 1.1.13 | “Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) were taken into account in the technical evaluation of the Consultant’s proposal. |
| | | 1.1.14 | “Local Currency” means Indian Rupees. |
| | | 1.1.15 | “Member” means any of the entities that make up the Joint Venture/ Consortium/ Association; and “Members” means all these entities. |
| | | 1.1.16 | “Non-Key Expert(s)” or “Non-Key Personnel” means an individual professional provided by the Consultant or its Sub consultant to perform the Services or any part thereof under the Contract. |
| | | 1.1.17 | “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. |
| | | 1.1.18 | “Personnel” means professionals and support staff in the form of Key Personnel and Non-Key Personnel provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India. |
| | | 1.1.19 | “Reimbursable expenses” where applicable means all assignment-related costs other than Consultant’s remuneration. |
| | | 1.1.20 | “Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013. |
| | | 1.1.21 | “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented. |
| | | 1.1.22 | “Services” means the work to be performed by the Consultant pursuant to this Contract. |
| | | 1.1.23 | “Sub-Consultants” means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract. |
| | | 1.1.24 | “Third Party” means any person or entity other than the |



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| | | | Government, the Client, the Consultant or a Sub-Consultant. |
| 2. Interpretation | | | |
| S. No. | Particulars | Clause | Description |
| 2.1 | Relationship Between the Parties | 2.1.1 | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 2.2 | Law Governing the Contract | 2.2.1 | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws. |
| 2.3 | Language | 2.3.1 | This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 2.4 | Headings | 2.4.1 | The headings shall not limit, alter, or affect the meaning of this Contract. |
| 2.5 | Notices, Communications | 2.5.1 | Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in Writing. Any such notice, request, or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. |
| | | 2.5.2 | A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC. |
| 2.6 | Location | 2.6.1 | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the client may approve. |
| 2.7 | Authority of Member in Charge or Team Leader | 2.7.1 | In case the Consultant consists of a Joint Venture/ Consortium/ Association of more than one entity, the Members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client. |



| 2.8 | Authorized Representatives | 2.8.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorized Representatives specified in the SCC. |
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| 3.Code of Integrity | | | |
| S. No. | Particulars | Clause | Description |
| 3.1 | Code of Integrity | 3.1.1 | <p>It is required that Consultant observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Consultant, Sub-Consultants, or their personnel shall-</p> <p>(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 performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(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 and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>ii. "fraudulent practice" means any act or omission,</p> |



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| | | | <p>including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>iii. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>iv. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p> |
| 3.2 | Measures to be taken on Breach of Code of Integrity | 3.2.1 | Breach of Code of Integrity by the Consultant, Sub-Consultants, or their personnel: - Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by the Consultant, Sub-Consultants, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act. |
| 4. Commencement, Completion, Modification and Expiration of Contract | | | |
| S. No. | Particulars | Clause | Description |
| 4.1 | Effectiveness of Contract | 4.1.1 | This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Consultant the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 4.2 | Forfeiture of Performance Security | 4.2.1 | <p>Amount of the Performance Security in full or part may be forfeited in the following cases :-</p> <p>(a) when the Consultant does not execute the agreement in accordance with ITC Sub-Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(b) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p> <p>(e) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(f) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and GCC Sub-Clause 3.1.1</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring</p> |



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| | | | Entity in this regard shall be final. |
| 4.3 | Expiration of Contract | 4.3.1 | Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 4.4 | Entire Agreement | 4.4.1 | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 4.5 | Modifications or Variations | 4.5.1 | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| | | 4.5.2 | In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required. |
| 5. Force Majeure | | | |
| S. No. | Particulars | Clause | Description |
| 5.1 | Definition | 5.1.1 | For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. |
| | | 5.1.2 | Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. |
| | | 5.1.3 | Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| 5.2 | No Breach of Contract Due to | 5.2.1 | The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or |



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| | Force Majeure | | default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| 5.3 | Measures to be taken | 5.3.1 | A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. |
| | | 5.3.2 | A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. |
| | | 5.3.3 | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| | | 5.3.4 | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or b. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
| | | 5.3.5 | In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism. |
| 5.4 | Suspension | 5.4.1 | The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension. |
| 6. Termination | | | |



| S. No. | Particulars | Clause | Description |
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| 6.1 | By the Client | 6.1.1 | <p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) days' in the case of the event referred to in (e), fourteen (14) days' in the case of the event referred to in (f) and (g), and five (5) days' in the case of the event referred to in (h), :</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</p> <p>(g) If the Consultant submits to the Client a false statement/document which has a material effect on the rights, obligations or interests of the Client.</p> <p>(h) If the Consultant fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.</p> |
| | | 6.1.2 | <p>Termination by the Client due to failure of the Consultant to provide the required Services shall lead to the forfeiture of the Performance Security as per GCC Sub-Clause 4.2 [Forfeiture of Performance Security] and get the Services performed by another agency at the risk and cost of the original Consultant.</p> |



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| 6.2 | By the Consultant | 6.2.1 | <p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved In Writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p> |
| 6.3 | Cessation of Rights and Obligations | 6.3.1 | <p>Upon termination of this Contract pursuant to GCC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clause 4.3, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</p> <p>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and (iv) any right which a Party may have under the Applicable Law.</p> |
| 6.4 | Cessation of Services | 6.4.1 | <p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Consultant shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p> <p>With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p> |
| 6.5 | Payment upon Termination | 6.5.1 | <p>Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of GCC</p> |



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| | | | Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |
| 6.6 | Disputes about Events of Termination | 6.6.1 | If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible. |
| 6.7 | Extension in Completion Period and Liquidated Damages | 6.7.1 | If the Consultant considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the Client to extend the completion period of the Contract giving detailed reasons and justifications. The Client, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Consultant, shall be entitled to impose on the Consultant, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of the Contract. However, the liquidated damages shall not exceed a total of 10% of the Contract amount. |
| 7. Obligations of the Consultant | | | |
| S. No. | Particulars | Clause | Description |
| 7.1 | Standard of Performance | 7.1.1 | The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties. No decision regarding design or incidental thereto of the consultant should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client. |



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| | | 7.1.2 | The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. |
| | | 7.1.3 | The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| 7.2 | Law Governing Services | 7.2.1 | The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law. |
| | | 7.2.2 | The Client shall notify the Consultant In Writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| 7.3 | Conflict of Interests | 7.3.1 | The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| 7.4 | Consultant Not to Benefit from Commissions, Discounts, etc | 7.4.1 | The payment of the Consultant pursuant to GCC Clause 10 shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultants, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment. |
| | | 7.4.2 | Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions negotiated by the Consultant in the exercise of such procurement advisory responsibility shall be for the account of the Client. |
| 7.5 | Consultant and Affiliates Not to be Otherwise Interested in Project, Not to Engage in Certain Activities | 7.5.1 | The Consultant agrees that, during the term of this Contract and after its completion or termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC. |



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| 7.6 | Prohibition of Conflicting Activities | 7.6.1 | The Consultant shall not engage, and shall cause its Experts, Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| | | 7.6.2 | The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules. |
| 7.7 | Confidentiality | 7.7.1 | In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Consultant and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| 7.8 | Liability of the Consultant | 7.8.1 | Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law. |
| 7.9 | Insurance to be Taken out by the Consultant | 7.9.1 | <p>The Consultant:</p> <p>(i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, in the joint name of the Client and himself, upto the final completion of the Contract at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against all the risks, personnel, vehicles, equipments, etc and for the coverage specified in the SCC; and</p> <p>(ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p> <p>The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p> |
| 7.10 | Accounting, Inspection and Auditing | 7.10.1 | The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. |



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| | | 7.10.2 | The Consultant shall permit and shall cause its Sub - consultants to permit, the Procuring Entity or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub- Consultants relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan. |
| | | 7.10.3 | The Consultant's attention is drawn to the fact that acts of the Consultant intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice leading to Contract termination. |
| 7.11 | Consultant's Actions Requiring Client's Prior Approval | 7.11.1 | Subcontracts: If permitted in the RFP, the Consultant may subcontract work relating to the Services with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub- Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience equal to or better than those of the Sub-Consultant being replaced and acceptable to the Client, or to resume the performance of the Services itself. |
| 7.12 | Reporting Obligations | 7.12.1 | The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in number and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy in addition to the hard copies specified in the said Appendix. |
| 7.13 | Proprietary Rights of the Client in Reports and Records | 7.13.1 | Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. |
| | | 7.13.2 | If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the |



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| | | | development of the program(s) concerned. Other restrictions about the future use of these SCC documents and software, if any, shall be specified in the SCC. |
| 7.14 | Equipment, Vehicles and Materials Provided by the Client | 7.14.1 | Equipment, vehicles, and materials, if made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value. |
| 7.15 | Equipment and Materials Provided by the Consultant | 7.15.1 | Any equipment or materials brought by the Consultant or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Experts and Personnel concerned, as applicable. |
| 8. Consultants' Experts, Personnel and Sub-Consultants | | | |
| S. No. | Particulars | Clause | Description |
| 8.1 | Description of Key Experts | 8.1.1 | The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B. |
| 8.2 | Replacement of Key Experts | 8.2.1 | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. |
| | | 8.2.2 | Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| 8.3 | Removal of Experts or Sub-consultants | 8.3.1 | If the Client finds that any of the Consultant's or sub-consultant's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's or Sub-consultant's personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. |
| | | 8.3.2 | In the event that any of the Consultant's or Sub-consultant's |



| | | | |
|-------------------------------------|---|---------------|--|
| | | | Expert is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement. |
| | | 8.3.3 | Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client. |
| | | 8.3.4 | The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |
| 8.4 | Resident Project Manager | 8.4.1 | If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of the Services. |
| 9. Obligations of the Client | | | |
| S. No. | Particulars | Clause | Description |
| 9.1 | Assistance and Exemptions | 9.1.1 | Unless otherwise specified in the SCC, the Client shall use its best efforts to provide assistance to the Consultant in obtaining necessary statutory permissions & exemptions. |
| 9.2 | Access to Project Site | 9.2.1 | The Client warrants that the Consultant shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services. |
| 9.3 | Change in the Applicable Law Related to Taxes and Duties | 9.3.1 | If, after the date of this Contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and Reimbursable Expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in GCC Clause 10.1.1. |
| 9.4 | Services, Facilities and Property of the Client | 9.4.1 | The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A. |
| | | 9.4.2 | In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on: (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, |



| | | | |
|-----------------------------------|------------------------------|---------------|---|
| | | | <p>(ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and</p> <p>(iii) the additional payments, if any, to be made to the Consultant as a result of it.</p> |
| 9.5 | Counterpart Personnel | 9.5.1 | The Client shall make available to the Consultant free of charge such professional and support counterpart Personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A. |
| | | 9.5.2 | <p>If counterpart Personnel are not provided by the Client to the Consultant, the Client and the Consultant shall agree on:</p> <p>(i) how the affected part of the Services shall be carried out, and</p> <p>(ii) the additional payments, if any, to be made by the Client to the Consultant.</p> |
| | | 9.5.3 | Professional and support counterpart Personnel, excluding Client's liaison Personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| 9.6 | Payment Obligation | 9.6.1 | In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC Clause 10 below. |
| 10. Payments to Consultant | | | |
| S. No. | Particulars | Clause | Description |
| 10.1 | Contract Price | 10.1.1 | The Contract price is fixed and is set forth in the SCC . |
| | | 10.1.2 | Any change to the Contract price specified in GCC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to written amendment in Terms of Reference given at Appendix A . |
| 10.2 | Payment | 10.2.1 | In consideration of the Services performed by the Consultant under this Contract as specified in Appendix A , the Client shall make to the Consultant such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. |



| | | | |
|------|------------------------------------|--------|--|
| 10.3 | Schedule of Payments | 10.3.1 | The schedule of payments shall be as stated in the SCC |
| 10.4 | Reimbursable | 10.4.1 | No Reimbursable expenses shall be allowed under Lump Sum Contracts, unless specified in the SCC. |
| 10.5 | Taxes and Duties | 10.5.1 | The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC . |
| 10.6 | Currency of Payment | 10.6.1 | Any payment under this Contract shall be made in Indian Rupee. |
| 10.7 | Advance Payment | 10.7.1 | <p>(a) Normally no advance payment shall be made. If the Advance Payment is stated in SCC, the Advance Payment shall be made after the Consultant has submitted a bank guarantee of a Scheduled Bank in India to the Procuring Entity in the format given in Section VC. The bank guarantee shall be got confirmed from the issuing bank and shall be valid until the total amount of the Advance Payment is repaid.</p> <p>(b) The amounts and currencies of the Advance Payment shall be Indian Rupee.</p> <p>(c). The Advance Payment shall be repaid through a percentage deduction from the interim payments as stated in SCC.</p> |
| 10.8 | Mode of Billing and Payment | 10.8.1 | The total payments under this Contract shall not exceed the Contract Price set forth in GCC Clause 10.1 and the payments under this Contract shall be made in lump-sum instalments against deliverables specified in Appendix A . |
| | | 10.8.2 | <i>The Lump-Sum Instalment Payments:</i> The Client shall pay the Consultant within forty five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same forty five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. |
| | | 10.8.3 | <i>The Final Payment:</i> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the |



| | | | |
|-------------|-------------------|--------|---|
| | | | foregoing process shall be repeated. |
| | | 10.8.4 | All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC. |
| | | 10.8.5 | With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| 11.1 | Good Faith | 11.1.1 | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract. |



APPENDICES

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section III (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-7 of the Consultant's Proposal. Highlight the changes to Section III of the RFP]

APPENDIX B- KEY EXPERTS

**Section VB: Special Conditions to Contract**

| Number of GCC Clause | Amendments of, and Supplements to Clauses in the General conditions of Contract |
|-----------------------------|---|
| 2.3.1 | The language is Hindi. |
| 2.5.1 & 2.5.2 | <p>The addresses are: Client: Sh. Gopal Gandhi, Advisor & Head (Projects), Rajasthan State Mines & Minerals Ltd; 4, Meera Marg, Udaipur-313 004 , Ph No. 0294-1428744, Fax: 0294-2428790 Email address: project@rsmml@rajasthan.gov.in</p> <p>Consultant: Attention: _____ Address: _____ _____ Contact No. _____ Facsimile : _____ Email: _____</p> |
| 2.7.1 | The Member in Charge of the JV is..... <i>[insert name, address and contact number of the member in charge]</i> |
| 2.8 | The Authorized Representatives are: For the Client: Advisor & Head (Projects) For the Consultant: _____ |
| 4.1.1 | The conditions, if any, for the Contract to become effective are: |
| 4.2.1 | The time period within which the Contract must become effective after signing of the Contract is: Immediate. |
| 4.3.1 | The time period within which the Consultant must commence the Services after the effective date of the Contract is: 30 days from date of issue of LOA/ LOI. In case the Consultant fails to commence the services within this time period, the Client after due notice shall terminate the contract and forfeit the Performance Security. |
| 4.4.1 | The time period for completion of the Contract shall be nine months from the date of signing Contract Agreement. |
| 7.8.1 | <p>Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds by three times the total value of the Contract.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p> |
| 7.9.1 | <p>The risks and the coverage by insurance shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Personnel or any Sub-Consultants</p> |



| | <p>or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>(b) Consultant's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p> | | | | | | | | | | | | | | | | | | | | | |
|---------------|---|-----------------------|--------|--------|---|--|-----------------------|---|------------------------------------|-----------------------|---|---|-----------------------|---|----------------------------------|-----------------------|---|--------------------------------|-----------------------|---|------------------------------|-----------------------|
| 10.1.1 | The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes. | | | | | | | | | | | | | | | | | | | | | |
| 10.3.1 | <p>The schedule of Payments may be as follows: (An indicative pattern is given below)</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Report</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Advance Payment on signing of the agreement and submission of Performance Security</td> <td>10% of contract value</td> </tr> <tr> <td>2</td> <td>Submission of the inception report</td> <td>15% of contract value</td> </tr> <tr> <td>3</td> <td>Submission of quality assessment report</td> <td>15% of contract value</td> </tr> <tr> <td>4</td> <td>Submission of the interim report</td> <td>20% of contract value</td> </tr> <tr> <td>5</td> <td>Submission of the draft report</td> <td>30% of contract value</td> </tr> <tr> <td>6</td> <td>Approval of the final report</td> <td>20% of contract value</td> </tr> </tbody> </table> <p>If advance payment is made, it shall be against bank guarantee of equivalent amount issued by a Scheduled Bank in India. The amount of advance shall be recovered from subsequent payments to be made to the Consultant.</p> | S. No. | Report | Amount | 1 | Advance Payment on signing of the agreement and submission of Performance Security | 10% of contract value | 2 | Submission of the inception report | 15% of contract value | 3 | Submission of quality assessment report | 15% of contract value | 4 | Submission of the interim report | 20% of contract value | 5 | Submission of the draft report | 30% of contract value | 6 | Approval of the final report | 20% of contract value |
| S. No. | Report | Amount | | | | | | | | | | | | | | | | | | | | |
| 1 | Advance Payment on signing of the agreement and submission of Performance Security | 10% of contract value | | | | | | | | | | | | | | | | | | | | |
| 2 | Submission of the inception report | 15% of contract value | | | | | | | | | | | | | | | | | | | | |
| 3 | Submission of quality assessment report | 15% of contract value | | | | | | | | | | | | | | | | | | | | |
| 4 | Submission of the interim report | 20% of contract value | | | | | | | | | | | | | | | | | | | | |
| 5 | Submission of the draft report | 30% of contract value | | | | | | | | | | | | | | | | | | | | |
| 6 | Approval of the final report | 20% of contract value | | | | | | | | | | | | | | | | | | | | |
| 10.9.4 | The accounts are (to be filled in by the Consultant): | | | | | | | | | | | | | | | | | | | | | |



Section VC: Contract Forms

Contents

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| 5.1. Contract Agreement | |
| 5.2. Performance Security | |
| 5.3 Performance Security Declaration | |
| 5.4. Advance Payment Guarantee | |



5.1_Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

Contract for Consultancy Services

between

[Name of the Client]

and

[Name of the Consultant]

Dated:



CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the [day number] day of the month of [month], [year], between, on the one hand, [name of Client (Procuring Entity)] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]

WHEREAS:

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the "Services")

(b) The Consultant, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

(c) The work shall commence on and be completed within a period of days/ months.

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

Witness 1

FOR AND ON BEHALF OF THE CONSULTANT

Signature



Witness 2

(Name)

(Designation)

(Address)

Witness 1

FOR AND ON BEHALF OF THE CLIENT

(On behalf of Governor of Rajasthan/ Procuring Entity)

Signature

Witness 2

(Name)

(Designation)

(Address)

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories]



5.2_Performance Security

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except State Bank of India) having its Branch office at Udaipur on -judicial stamp paper of value equal to 0.1 % (zero point one percent) of the total Security Deposit Amount or of Rs.200, whichever is higher.

B.G. _____ Dated _____

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, having its registered office at **(mention complete postal address with contact nos./mail address etc.)**_____ and its head office at **(mention complete postal address with contact nos./mail address etc.)**_____ 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/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. _____ dated _____ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' 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/ Purchase Order/ Rate Contract 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/supplier/RC holder to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1.1.1 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/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. 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.

1.1.2 We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder 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/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. 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.

_____.

1.1.3 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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract 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/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder 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 or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

1.1.4 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/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder 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/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office -----
------(specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

1.1.5 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/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder 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/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder 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.

1.1.6 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/supplier/RC holder or ourselves or liquidation or winding up or dissolution



or insolvency of the contractor/supplier/RC holder 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.

1.1.7 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/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

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

1.1.9 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.

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

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



5.3_Performance Security Declaration

Performance Security Declaration:

Date: *[insert date (as day, month and year)]*

Contract Name and No.: *[insert name and number of Contract]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract *[insert name of subject matter of procurement]*.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the *[Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of:

[insert complete name of Consultant's Organisation]

Dated on day of __, __

[insert date of signing]

Corporate Seal _____



5.4 Advance Payment Guarantee

[to be given by a Scheduled Bank in India]

Bank's Name and Address of the Issuing Branch or office

Beneficiary:..... *[Name and address of the Procuring Entity (Client)]*

Date: Advance Payment Guarantee No. :

We have been informed that *[Name of the Consultant]*
..... (Hereinafter called "the Consultant") has entered into Contract No.....
[reference number of the Contract]. . . . dated with you, for providing
..... *[Name of the contract and brief description of Services]* (herein after
called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]*
(.....) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we *[Name of the Bank]*
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of
..... *[name of the currency and amount in figures]*.....
[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the Services required and/ or because complete recovery of amount of the advance payment could not be made.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant in its account number *[Consultant's account number]* at *[name and address of the Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that the Consultant has made full repayment of the advance payment, or on the . . . day of. . . . , whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.