RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT FOR

"Manual loading of RAJPHOS bags into trucks, Transportation from Grinding unit, Jhamarkotra Mines to Railway siding, Unloading, Proper Stacking and Loading into Railway Wagons at Railway siding, Udaipur"

e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated:-18/11/2026

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Issued by
GGM (Contracts),
Corporate Office,
RSMML, 4, Meera Marg, Udaipur

Cost of Non-Transferable Tender Document (including GST): Rs 4720/-

Date of Downloading of Tender: From 18/11/2026 to 2026 up to1:00 pm

Last Date of Online Submission of Tender: 08/12/ 2026 up to 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 09/12/2026 at 3:30 PM

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

Corporate Office:
4, Meera Marg, Udaipur - 313 001
Phone:(0294)2428743,2414396,
Fax :0294- 2428768,2428739

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

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)
Corporate Office: 4- Meera Marg, Udaipur-313 001
Phone: 0294-2427177, 2428792, 2428763-67, fax 0294-2428768, 2428739
Email: contractsco.rsmml@rajasthan.gov.in

Ref. no :-RSMM/CO/GGM(Cont)/Cont-24/2026-27. **Dated: 18/11/2026**

DETAILED e- NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through ww.eproc.rajasthan.gov .in

Brief Description of work	Total Annual Qty. (In MT)	Contract Period	EMD (Rs.)
Manual loading of RAJPHOS bags into trucks, Transportation from Grinding unit, Jhamarkotra Mines to Railway siding, Unloading, Proper Stacking and Loading into Railway Wagons at Railway siding, Udaipur	45,000 MT per year	Two Years	6,60,000 DD / insurance surety bond

Cost of tender document is Rs. 4720/- (Inclusive of GST) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur

Processing Fee	Rs. 2000/- payable by DD in favour of MD, RISL payable at Jaipur
Period of downloading of documents	From 18/11/2026 To 08/12/2026 up to 1.00 pm
Last Date & Time of online Submission of offer	Dated 08/12/2026 up to 3.00 pm
Date of opening of Techno Commercial offer	Dated 09/12/2026 at 3.30 pm at C. O. Udaipur

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

i) Tenderer should have minimum turnover of Rs 165.00 Lakh in any one of the four preceding financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26 in tenderer name.

ii) Tenderer should have experience of successful similar nature of work (11250 MT per year) in any one of the last six financial years i.e. 2020-21, 2021-22 2022-23, 2023-24, 2024-25 & 2025-26 in the name of tenderer. Similar nature of works means manual loading of packed bags into trucks/tippers, its transportation, unloading, stacking and manual loading into railway wagons.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Tender is to be submitted online at https://eproc.rajasthan.gov.in in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website http://eproc.rajasthan.gov.in and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website https://eproc.rajasthan.gov.in for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for online submission of the tender.

The tender shall be pre - qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibilities, in such cases the cumulative turnover of partners/members will be considered.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

The bidders/ tenderers who have been banned/debarred by the Company or any State/Central Government Organization/Department shall not be eligible to participate in this tender/during the currency of debarring /banning period.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

GGM (Contracts)

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

SECTION II

Definitions, Interpretations

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

1.1 **"Alteration Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.

1.2 "Approved" shall mean approved in writing by the Company/Engineer-In-Charge.

1.3 "Appointing Authority," wherever the expression is used shall mean the Managing Director of the Company.

1.4 "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has/have been completed to his satisfaction as per terms of the contract.

1.5 "Contract Document" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

1.6 "Contract Rate" or "Schedule Rate" or "Tendered Rates" or "Rate of remuneration" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations.

1.7 "Contract" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance

1.8 /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.

1.9 "Contractor" shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.

1.10 Contract value shall mean the accepted awarded rate multiplying with total tendered quantity.

1.11 "Group General Manager (Mkt.)/Deputy General Manager (Mkt.)" means the "Group General Manager (Mkt.)/ Deputy General Manager (Mktg.) of the company and his successors in the office.

1.12 "Engineer-in-Charge" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC - Rock Phosphate.

1.13 "Final Certificate" in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC - Rock Phosphate.

1.14 "Group General Manager (contract)/ Head (Contracts)" shall mean the Group General Manager (Contract)/ Head (Contracts) of RSMML or his successor office.

1.15 " Group General Manager - Rock Phosphate" shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

1.16 "Letter of Acceptance (LOA)/Detailed letter of Acceptance (DLOA)" shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter.

1.17 "Material" shall mean Rock phosphate powder in bags (RAJPHOS).

1.18 "Mines" shall mean Jhamarkotra Mines of the company.

1.19 "Siding" shall mean RPZ (Rana Pratap Nagar) / Debari / Umra railway siding and plots/ space allotted there to the company by railway.

1.20 "Managing Director" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.

1.21 "Notice in writing or written notice" shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.

1.22 "RSMML" or "COMPANY" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assigners or its representatives authorized to act on its behalf for the purpose of contract.

1.23 "Specifications" shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

1.24 "Tender" shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

1.25 "Tenderer/Bidder" shall mean the person or persons, firm or company who has submitted their offer for tendered work

2.0 INTERPRETATIONS:

2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

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

2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.

2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.

2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.

2.9 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.

2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.



SECTION-III

INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

i. Tender is to be submitted online at https://eproc.rajasthan.gov.inin electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.

ii. The Bidder should go through the website https://eproc.rajasthan.gov.inand the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at the website. The complete bid document has been published on the website https://eproc.rajasthan.gov.in for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.

iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.

v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to GGM (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone\mob. number etc is to be written on the top for clarity. This envelope should be submitted in the office of the GGM (Contract), RSMML,Corporate Office, Udaipur on or before the date and time of submission as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of the same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

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

vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work composed in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

viii. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

3.2 **Tender Procedure**

i. e-Tender portal https://eproc.rajasthan.gov.inshall be used for all procedures related to the bidding. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.

ii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into thee-Tender system and download the Bid Forms.

iii. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned uploaded in The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

3.3 **Tender Document Fee**

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.4 **e-tendering processing charges**

i. For each and every Bid submitted, a non-refundable Processing charge Rs. 2000/ should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

ii. The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.

iii. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

iv. Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

3.5 **ONE BID PER TENDERER**

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

3.6 **COST OF BIDDING**

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

3.7 **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

i. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender.

ii. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.

iii. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.

iv. Tenderer, in their own interest, are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.

v. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

3.8 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

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

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

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

3.9 ADDENDA/CORRIGENDA



Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.

Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

3.10 CURRENCIES OF THE BID AND PAYMENT

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

3.11 SUBMISSION OF TENDERS

The tenders shall be submitted online as prescribed above in the tender document. The ***"Techno - commercial Bid"*** should contain the following:

1. Power of Attorney in favour of the authorized representative signing the tender, as required
2. Attested Certificate of Incorporation/Memorandum & Article of Association
3. Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
4. Copy of PAN card & GST Registration Number.
5. Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn-over.
6. Undertaking that no condition is mentioned in Part II 'Price Bid' and confirmation to the effect that the price quoted in part II 'Price Bid' of the tender will be firm. Even if any

condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer

7. Exceptions & Deviations statement" to be submitted by the tenderer in form -C of tender document
8. Provident Fund Account Number of establishment and its effective date or undertaking as per annexure-IV
9. Duly filled form A, B, D & E of tender document.
10. Undertaking/affidavit as per annexure III & V given in tender document.

Tenderer must uploaded the documents duly attested by Gazetted Officer/Notary Public/ Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.12 PART-II Price Bid' (BOQ)

i. The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-F BOQ for quoting the price offer.

ii. Bids not received in the prescribed format available online https://eproc.rajasthan.gov.in are liable for rejection. In case the bid in any other format was uploaded by the bidder the same is liable to be rejected and will not be considered for evaluation. The BOQ should not be changed or altered or tampered. If the BOQ is tampered, the Bids will be summarily rejected. The Price Offer/Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected

iii. The rates are to be quoted in Rupees as per the price format.

iv. While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

R.S.M.M. Ltd. CONT. CELL 4, MEERA MARG, UDAIPUR

3.13 DEADLINE FOR SUBMISSION OF BIDS

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

3.14 LATE BIDS

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

3.15 OPENING OF THE TENDER

i) The Techno-Commercial Bid of the offer will be opened as per NIT.

ii) If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

3.16 EXCEPTIONS AND DEVIATION

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

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

3.17 **EARNEST MONEY**

3.17.1 The Bid security for participation in the Tender is as per NIT and shall be provided in the form of DD/BG/Insurance surety bond. The Demand Draft drawn (Crossed and having validity of three month) in favour of "RSMML" and drawn on any bank at Udaipur. Original DD of Bid security shall be deposited by the bidder on or before the last date of online submission of tender along with other documents, failing which the bid is liable to be rejected.

3.17.2 In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 9 months issued in favour of RSMML by any Public sector Bank / Private Sector bank as per schedule II of RBI / AU small finance bank having its branch office at Udaipur /Bikaner on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG. Original BG for bid Security shall be required to be deposited by the Bidder on or before the last date of submission, failing which the bid shall be liable to be rejected.

3.17.3 The bidder may also deposit the bid security by way of online transfer of prescribed amount (as per NIT) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:

NAME	: RAJASTHAN STATE MINES AND MINERALS LTD
BANK NAME	: IDBI BANK
BRANCH	: SAHELI MARG, UDAIPUR
ACCOUNT TYPE	: CURRENT
ACCOUNT NO.	: 050102000002202
IFSC CODE :	IBKL0000050

3.17.4 The Insurance Surety Bond towards bid security shall be issued by an insurer registered with the Insurance Regulatory and Development Authority of India (IRDAI).

3.17.5 The Bid security of the bidder whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the bidder who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful bidder. The Bid security deposited by the successful bidder will be refunded after submission of SD, but shall stand forfeited if the Bidder fails to furnish security deposit and/or fails to commence the work within stipulated period.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

3.17.6 A copy of transaction details of fund transfer shall be uploaded/furnished by tenderer to the company with their bid,failing which the bid is liable to be rejected.

3.17.7 No interest shall be paid by the company on the earnest money so deposited by the tenderer.

3.17.8 The earnest money of a tenderer shall be forfeited in the following cases:-

a . If the tenderer withdraws or modifies the offer after submission of the tender within the validity period.

b . If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as security deposit within one month of the date of work order/LOA issued in favour of tenderer.

c . If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.

d . If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

e . If the tenderer fails to commence the work within the stipulated period.

3.18 **VALIDITY**

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

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

3.19 EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

3.19.1 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

a) Meets the eligibility criteria.
b) Has been properly signed;
c) Is accompanied by the required securities; and
d) Is substantially responsive to the requirements of the Bidding documents.

3.19.2 Substantially responsive Bid is one, which confirms to all the terms, condition specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:

a) Which affects in any substantial way the scope, quality, or performance of the work; and/ or
b) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
c) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

3.20 EVALUATION OF TECHNO-COMMERCIAL BID

i. The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the in formation that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
ii. If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
iii. The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
iv. Price Bid only of techno-commercially acceptable tenders shall only be opened.

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

The price bid of techno-commercially qualified tenderers will be evaluated to ascertain the lowest bidder. The tenderer with lowest sum total of quoted rates in price bid/BOQ. BOQ/Form E will be decided as L-1.

3.22 NEGOTIATIONS

3.22.1 Negotiations will be conducted with the lowest tenderer only. In case of non satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a

written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

3.22.2 In the case, when the quotation given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.

3.22.3 In case of negotiations, representative of the tenderer attending negotiations must posses written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

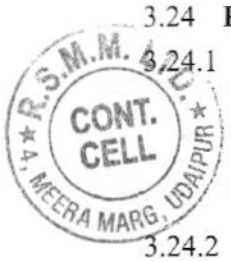
3.23 CORRECTION OF ERRORS

3.23.1 Price Bid (Part - II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

a. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
c. Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

3.23.2 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

3.24 PROCESS TO BE CONFIDENTIAL



3.24.1 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such a process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

3.24.2 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to reject his offer and also to debar him from participating in RSMML tenders.

3.25 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

3.25.1 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Accept ance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").

3.25.2 The notification of award will constitute the formation of the Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

3.26 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

1. Withdraws from the procurement process after opening of financial bids;
2. Withdraws from the procurement process after being declared the successful bidder

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

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

3.27 SIGNING OF THE CONTRACT AGREEMENT

3.27.1 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

3.27.2 The contract agreement shall consist of -

a An agreement on non-judicial stamp paper of appropriate value,

b Tender document, along with the addenda/corrigendum, if any.

c Telex/Letter of Acceptance &/or Detailed Letter of Acceptance. d Agreed Variation, if any,

e Any other document as mutually agreed.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

3.28 RIGHTS OF COMPANY

3.28.1 The Company reserves the right –

a. To reject any or all the tenders, in part or in full, without assigning any reasons

b. Not to accept the lowest tender or assign reasons for not accepting the lowest tender.

c. To increase / decrease the quantity and period of contract, without any additional obligation on it.

d. Not to carry out any part of work.

e. To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or there after.The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

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

3.29 REFUSAL / FAILURE

In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

4.0 APPLICABILITY OF RTPP ACT, RULES AND GOVERNMENT INSTRUCTIONS

The provisions of the Rajasthan Transparency in Public Procurement Act, 2012 (RTPP Act), the Rajasthan Transparency in Public Procurement Rules, 2013 (RTPP Rules), as amended from time to time, shall be applicable and prevail over any inconsistent provisions of this Tender Document.

Section- IV
GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT

i. Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

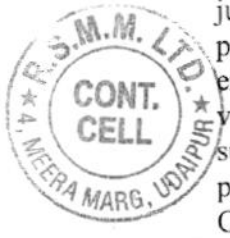
ii. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-In-charge whose decision shall be final and binding.

iii. In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

4.2 SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

The successful tenderer shall furnish a Security Deposit equal to 10% of the total contract value through Demand Draft / Bank Guarantee in favour of RSMML, Udaipur , within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfilment of all or any of the terms & conditions of the contract in any of the following manners mentioned as under:

a. Bank Guarantee (B.G.) amounting to 10% of the value of contract in favour of the RSMML Udaipur. The Bank Guarantee shall be provided only in the approved format of the company from a **Public Sector bank / Private Sector Bank / AU Small Finance Bank Ltd.(as per list annexed with tender)** having its branch at Udaipur on non - judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25000/- or on appropriate value of stamp paper as per prevailing stamp act on the date of issue of BG. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.



b. The contract may also deposit the SD@ 10% in form of BG/ insurance surety Bond.

c. Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any **Public Sector bank / Private Sector Bank/AU Small Finance Bank Ltd.** having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.

d. The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.

e. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

f. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

g. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

h. In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

i. In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.

j. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.

k. No interest is payable on S.D. amount.

l. In case of enhancement of quantum of work/extension of period of contract, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.



m. If the contractor or their employee cause any damage or destroy any property belongs to the company & others during execution of contract the same shall be made good by the contractor at his own expenses and in default thereof, the engineer in-charge may cause the same to be made by other agencies and recover expenses from the contractor.

4.3 ADDITIONAL PERFORMANCE SECURITY.-

i) In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation :

For the purpose of this rule,-

a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

b. Estimated Bid Value means estimated value of the work as mentioned in bidding documents.

c. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

ii) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

4.4 PROVIDENT FUND

i) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work. The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.

ii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure- II) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -1) of the offer.

iii) However, each running account/ Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

iv) Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorized to deduct a lump sum amount@ 10% of the bill amount on account of PF. which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor



v) Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through the EPFO website.

4.5 SUB-LETING OF WORK:

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

4.6 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS / EMPLOYEES

1. The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
2. The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
3. The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

4.7 STATUTORY OBLIGATION

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

4.8 GOODS & SERVICE TAX:

1. The rates quoted by the bidder will be exclusive Good and Service Tax (GST) However the rate will be inclusive of any other levies and duties as applicable on this contract (Up to last date of submission of the bid)
2. The rate quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on whatsoever ground.
3. Timely deposition of GST and filling of requisite tax returns of relevant period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bill of contractor or any other amount due to him/or from security deposit, as the case may be.
4. In case of reversal of input tax credit (ITC) imposition of penalty on account of payment of GST and default in filling of returns toward the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/retain such amount from the bill of contractor or any other amount due to him/or from security deposit, as the case may be.
5. Further, the contractor shall submit an undertaking with monthly bill bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filled for relevant tax period.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

4.9 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

1. Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to the contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

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

4.10 COMPLIANCE OF STATUTORY OBLIGATIONS:

1. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority.

2. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

4.11 INDEMNITY

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

4.12 WAIVER AND LIABILITY TO PAY COMPENSATION:

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



4.12.2 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer- In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises(within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

4.13 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

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

4.14 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

4.15 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor by the Engineer-in Charge whether specifically mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-in-Charge. The work in the mining areas shall be done strictly in accordance with the provisions of Mines Act 1952, Metalliferous Mines Regulations 1961 and directives issued from time to time by the Directorate General of Mines Safety and/or other statutory authority.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

4.16 COORDINATION AND INSPECTION OF WORK:

1. The co-ordination and inspection of the day to day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-in-Charge or his authorized representative. A register shall be maintained by the Contractor in which the Engineer in-Charge after inspection shall write the instructions to be issued by the Engineer-In Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.
2. In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors, working in the area and the departmental work of the Company being executed in other areas of the mine. The Contractor shall confer with Engineer-in-Charge regarding details, pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and departmental work of the Company.

4.17 OTHER CONDITIONS, OVERTIME ETC:

1) The working time at the site of work is 24 hours per day in 3 shifts, all 365 days a year. The contractor is required to deploy the operating staff and supervisors in three shifts strictly complying with the shift timings followed in the company, i.e. 6am-2pm, 2pm- 10pm, and 10pm-6am. The contractor should take this aspect into consideration in formulating and quoting his rates. No extra claim will be entertained by the Company on this account. The contractor shall be responsible for idle wages if payable

to his workers. Overtime work may be permitted in case of need with the prior written approval of Engineer-in-Charge and company will not compensate the same.

2) The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

4.18 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of an instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

4.19 INSPECTION OF WORKS:

The Engineer-in-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-in-Charge/Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in Charge or his representative to visit the works shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/itself.

R.S.M.M. LTD. CONT. CELL MEERA MARG, UDAIPUR

4.20 SAFETY, SANITARY & MEDICAL FACILITIES:

i. The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.

ii. The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.

iii. The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge / Plant Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.

iv. First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. Medical check-ups of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

v. Whenever any of the Contractor's employees shall in the opinion of the engineer-in Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor,

if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

vi. The Contractor shall be responsible for the proper conduct and behavior of all the workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

4.21 DAMAGE TO PROPERTY:

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

4.22 RIGHTS OF VARIOUS INTERESTS:

The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works. Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc, whatsoever.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

4.23 POWER OF ENTRY

During execution of Contract, if in the opinion of Engineer In-charge, it is found that:

i. Contractor has failed to execute the Contract in conformity with contract document or
ii. Contractor has substantially suspended work or the works for a continuous period of 3 days without permission from the engineer In-charge , or
iii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer In-charge, or
iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed. Or
v. Contractor has abandoned the works, or
vi. Contractor during the continuance of the contract has becomes bankrupt. Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute work by his employees. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

4.24 COMPANY MAY DO PART OF WORK:

Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools,

equipment and materials etc, on such parts of the work, as the Company may decide/designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus fifteen percent additional charges thereon to cover all departmental charges/expenses and the Contractor shall be bound by such decision of the Company.

4.25 POWER TO ORDER SUSPENSION OF WORK:

The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider to make some ad hoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of the company & will not be available as right of the contractor.

4.26 LIENS

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

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

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

(i) The Contract Labor (Abolition & Regulations) Act 1971
(ii) The Payment of Wages Act,1936
(iii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme1952
(iv) The Payment of Bonus Act 1965.
(v) The Mines Act 1952.
(vi) The payment of Workmen's Compensation Act 1923.

(vii) The Minimum Wages Act., 1948
(viii) The Payment of Gratuity Act.
(ix) Air & Water Pollution Acts
(x) Mines Rules 1955
(xi) Environment Protection Act 1986 and Environment Protection Rules 1986
(xii) Fatal Accident Act,
(xiii) Motor Vehicles Act-1988
(xiv) Industrial Dispute Act,1947,
(xv) Rajasthan Transparency in public procurement Act, 2012

4.26.3 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.

4.26.4 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so as to avoid any breach of law.

4.26.5 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them.

4.26.6 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices.



4.27 COMPENSATION AND LIABILITY:

i) Insurance shall be effected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract.

ii) In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-charge to retain money out of due and payable amount to thecontractor, such sum or sums of money as may in the opinion of the Engineer-in Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Engineer-in-charge.

iii) The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

4.28 LIABILITY FOR ACCIDENT TO PERSONS:

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

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

4.29 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office, Other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining , operation of IBP, accumulation of stock of saleable concentrate, failure of railways to supply wagons/boxes at railway siding, non-availability of mineral at mines/railway siding and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

4.30 NOTICES:

Service of Notice on Contractor:

i) Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his/its authorized agent at the work site and at Udaipur.

ii) Service of Notice and communication with the company & the Engineer-in-charge:

iii) Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

a In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Rajasthan State Mines & Minerals Limited, Jhamarkotra Mines-313015 Distt. Udaipur and copy to authorized representative at the Manager, Grinding unit, Jhamarkotra Mines-313015 Distt. Udaipur.

b In the case of the Engineer In-charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business,

and in other cases on the day on which they were delivered to or left at such address.

c Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

4.31 TERMINATION:

4.31.1 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the contractor:-

a. To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract



b. Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

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

4.31.3 In the event of the Company proceeding in the manner herein above prescribed-

a. The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work,

b. The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company

4.31.4 The Company shall also have the right to proceed in the manner prescribed in sub clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his

creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

4.31.5 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up-to the date of such termination.

4.32 OTHER RESPONSIBILITIES OF THE CONTRACTOR

i. The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees at his own cost.

ii. The contractor shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.

iii. The contractor shall be responsible and liable for any accident and/or damage to trucks/ dumpers, employees or any third party at the respective mines, grinding unit, railway siding in course of performance of the job under this contract and consequent claims.

iv. The contractor shall have to arrange for fuel, lubricants etc. and power required for carrying out the work as required herein.

v. The contractor alone shall be responsible and liable for payment of wages, charges etc. in discharge of legal obligations in respect of staff employed by him, at all times during the contract and termination/completion of the contract.

vi. The contractor shall ensure that material transported from grinding unit is unloaded at the railway siding only at the specified place or as directed by the Officer-in-charge. In case of failure to do so, the cost of such material unloaded elsewhere shall be deducted from the running bills of the contractor or recovered from the Security Deposit.

vii. The contractor shall be fully responsible for any litigation on account of pollution due to stacking of rajphos bags at railway sidings, movement of trucks/ dumpers at siding for unloading etc & abide pollution control norms. Also sprinkle water, if required so as to minimize the dust pollution at his own cost.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

4.33 DISPUTE, JURISDICTION

1. The place of the contract shall be Jhamarkotra Mines, Distt Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Company shall be final and binding.
2. No courts other than the courts located at Udaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.
3. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

4.34 APPEALS:

Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority within a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) -Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

5.1 APPLICABILITY

These terms and conditions, in addition to General Terms and Conditions of these documents, shall apply to the work envisaged under this tender for manual Loading into trucks / dumpers at grinding unit, Transportation to railway siding , proper unloading and loading of RAJPHOS bags into railway wagons. No hooks shall be used during the entire operation.

5.2 LOCATION

The work under this contract involves manual Loading /transportation/ unloading/ stacking/ loading into railway wagons of packed RAJPHOS bags in dumpers/trucks, etc. at grinding unit near Jhamarkotra Mines and transporting it to RPZ (Ranapratapnagar) / Debari / Umra railway siding, Stacking & loading into railway wagons (BG) at the siding. No hooks shall be used during the entire operation. The Jhamarkotra Mines is located at a distance of 25 Kms from Udaipur.

5.3 PRE-QUALIFICATION CRETERIA

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

i) Tenderer should have minimum turnover of Rs 165.00 Lakh in any one of the four preceding financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26 in tenderer name.

ii) Tenderer should have experience of successful similar nature of work (11250 MT per year) in any one of the last six financial years i.e. 2020-21, 2021-22 2022-23, 2023-24, 2024-25 & 2025-26 in the name of tenderer. Similar nature of works means manual loading of packed bags into trucks/tippers, its transportation, unloading, stacking and manual loading into railway wagons.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Tender is to be submitted online at https://eproc.rajasthan.gov.in in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website http://eproc.rajasthan.gov.in and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website https://eproc.rajasthan.gov.in for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for online submission of the tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders

shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

Tenderer(es) who have been banned/ suspended by the company or any government organization/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

5.4 SCOPE OF WORK

The work under this contract involves manual Loading of Rajphos bags weighing around 50.1 KG per bag at grinding unit near Jhamarkotra mines /weighing / transportation/ unloading/ stacking/ loading into railway wagons at RANA PRATAP NAGAR(RPZ)/UMRA /DEBARI railway stations of packed RAJPHOS bags. No hooks shall be used during the entire operation..

Scope of work generally shall include but not limited to the followings:

i. The main activities are given below, but the contract has to be carried out with all the required activities whether specified or not herein.
ii. Manual Loading of 50.1 Kg bags into trucks / dumpers manually without using hooks. Facility of checking the weight per bag is available at the grinding unit.
iii. Loading of packed RAJPHOS bags from a grinding unit near Jhamarkotra Mines into dumpers/trucks. The contractor shall have to make his own arrangement of labour dumpers/trucks at his cost for loading of RAJPHOS at the loading point.
iv. Weighment of each dumper/truck at weigh bridge of RSMML near Grinding unit Jhamarkotra Mines at no extra cost, if required
v. Contractor will ensure that each bag contains at least 50.0 Kg of ground rock phosphate at the time of actual loading. RSMML shall have the absolute right to check any or each bag for quantity. Any bag found to contain less quantity shall have to be replaced at the grinding unit itself. The cost of the entire operation shall be borne by the contractor.
vi. Transportation of the same to railway siding, unloading, proper stacking at space provided by railways and watch & ward of material at the railway siding. The contractor shall have to make his own arrangement of labours at his cost for unloading of RAJPHOS bags at railway siding & watch and ward.
vii. Weighment of loaded trucks at public computerised weigh bridge at his own cost before unloading the same at railway siding. Company can utilize more than one railway platform for loading of the finished product (RAJPHOS) either simultaneously or one after another.
viii. Cleaning of railway wagons before loading
ix. Retrieval of spilled rock phosphate from railway track/ platform.
x. Arrange for extra packed bags for immediate replacement of torn bags
xi. The loading shall have to be carried out as & when the wagons are placed by railways against the indents placed by the company. The contractor has to ensure proper stacking of bags at the time of loading, make adequate arrangements for loading at all times and ensure the availability of labours.
xii. In case the railways supply the wagons late in the day or in the night and instructions for night loading or night loading is necessary for any reason whatsoever, then the contractor shall have to carry out the same. In case when the loading starts late in the evening or continues after sunset or is to be carried out during the night, then the contractor shall have to make suitable arrangement of lights at the siding on his cost.
xiii. The loading shall have to be carried out within the prescribed free time allowed by the railways for this purpose (The presently allowed free time is 9 hours) This free time being allowed may change on absolute discretion of the Railways and the Contractor

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

shall have to load the rakes within such prescribed time as decided by Railways for which no extra charge shall be payable. Failure to load the rake within the allowed time and or failure to load any wagons shall result in imposition of Demurrage and/or Detention charges and/or Forfeiture of deposit and or levy of wharfage or any / all of them. All such charges, if imposed, shall be to the contractor's account and the same shall have to be borne by the contractor. In case the contractor fails to load the rake within the prescribed time and if the Railways charge freight on the rake on piecemeal basis, then the liability of the excess freight will also be borne by the contractor.

xiv. For ascertaining the quantity of ground rock phosphate (Rajphos), for payments, the numbers of bag multiplied by 50 Kg may be considered.

xv. Rules, procedure & guideline of Indian railways & Directorate of Mines & Geology (DMG) shall also be followed wherever applicable.

xvi. After loading of rake, the railway may weigh the entire rake at debari weighbridge or any other railway weighbridge. In case excess weight is found in any wagon then as per the instructions of the railway, the contractor shall remove the excess weight and bring back and deposit to the grinding unit or place the same in other wagon with less weight.

5.5 Safety-Security of Material in transit & Settlements:

(i) Contractor will be responsible for safety & security of packed bags during transportation, unloading, stacking & reloading at the railway siding. The contractor shall take appropriate insurance policy for fire & special perils/ Burglary for estimated maximum stock at the railway siding where RSMML will be beneficiary.

(ii) The contractor shall be responsible for having requisite documents/ rawanas / weighment slips etc during the material in transit.

(iii) The contractor shall have to ensure that during transportation & stacking of material at railway sidings, the RAJPHOS BAGS are not kept exposed to direct sunlight. The the contractor will use proper tarpaulin to protect the same from sunlight..

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

(iv) During the monsoon season the contractor shall have to ensure that during transportation & stacking of material at railway sidings, the RAJPHOS BAGS do not get wet due to rains. The contractor will use proper waterproof tarpaulin to protect the same from water.

(v) No excess loading in trucks/dumpers beyond the approved carrying capacity as per motor vehicle act will be allowed. The loading in the vehicle must be proper. All trucks / dumpers should be free from cracks, joints, and holes ensuring minimum transit losses in rock phosphate.

(vi) The sample of material from each truck at the time of loading as well as at the destination may be drawn by the company to determine its constituents. Contractor shall be responsible to ensure that the qualitative property of the material is not lost during the transit due to contamination with external foreign material.

(vii) Any bag found torn during transit & loading into railway wagons are to be replaced from the grinding unit at his own cost. Contractor is advised to transport intact bags only as per the weight conditions from the grinding unit.

(viii) Company shall allow replacement upto 0.40% of the total quantity of material transported to railway siding & loaded into railway wagon.

5.6 QUANTUM OF WORK

1. The company envisages transportation & loading of approximately 45,000 MT per year of rock phosphate Packed RAJPHOS bags under this contract. However quantity may be varied **(+/-) 20%.**
2. This quantity is only indicative and susceptible to variation from time to time in absolute discretion of the company. No guarantee regarding monthly, weekly or daily the quantum of work can be given. The contractor shall however have to keep necessary arrangements

for trucks/dumpers and manpower for transportation of material, stacking at Railway Siding, and loading into railway wagons.

3. The contractor shall neither be entitled nor be eligible to raise any claim on account of their vehicles/machine/manpower being idle on any day or for any period.
4. The Company may on its sole discretion decide and direct the Contractor to transport the required quantity to the railway siding /s at any point of time and during any part of the contract period.
5. In case of non-achievement of targets, as desired by the Company, the Company shall arrange to get the work done from other sources on prevailing rates and the same shall have to be borne by the contractor.

5.7 PERIOD OF CONTRACT, MOBILISATION PERIOD :

The period of contract shall be two years from the date of issuance of DLOA. Time period allowed for mobilization (to commence the operation) shall be 15 days reckoned from the date of issuance of DLOA or placement of indent with railways whichever is earlier.
The company may extend the period of contract for a period of one year on the same rate terms & conditions at its sole discretion.

5.8 ESCALATION/DE-ESCALATION:

"1": Transportation of packed Rajphos bags using dumpers / trucks from Grinding unit to the railway siding.

The prices quoted will remain firm and fixed during the currency of the contract. Only the variation on account of Diesel shall be considered as follows.

a) For the purpose of price variation the **consumption norm of Diesel** shall be taken as **0.02 litres per Km per MT.**

b) **The one side shortest distance from grinding unit to railway siding will be taken as mentioned in Form E by the tenderer & as verified by engineer in-charge.**

c) The retail price of diesel (HSD) of HPCL at Udaipur is **Rs. 98.49** per liter (as on the date of issuance of tender) will be considered as base price for quoting the rates.

d) The diesel escalation/de-escalation on account of variation in diesel price at retail outlet of HPCL may be considered. Since the price of diesel changes on a daily basis at Udaipur the diesel rate prevailing on the 15th of every month shall be considered for computation of escalation/de-escalation.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

e) The formula for computation of **Price Variation** is as follows:

Price Variation= 2D x (Pl-PO) x .02

Where D is the distance from the Grinding unit at Jhamarkotra Mines to Railway siding as applicable.

Where Pl is the revised diesel rate.

Where PO is the Base rate of diesel as specified in para **(iii)** above

"2": Manual loading into trucks, Unloading & Stacking at railway siding, Loading of Rajphos bags into covered broad gauge railway wagons at Railway Siding (Udaipur).

The prices quoted will remain firm and fixed during the pendency of the contract. No escalation/variation on any other ground whatsoever shall be considered or is admissible.
If GST is made applicable on price of diesel by Government in future, the diesel escalation shall be calculated on the rates to be arrived at, keeping in view of tax variation

and provision of notification on applicability of GST on diesel as published by the Government and input tax credit, if any on diesel shall be passed to company.

5.9 WORKING HOURS

The manual loading, transportation, unloading, stacking & loading into railway wagons along with related work may have to be carried out on all week days on 24 hours basis. The contractor shall have to keep the vehicles and other arrangements operational and fit to work at all times. In case of failure to do so, the company shall take action as deemed proper. The Loading work into wagons shall have to be carried out on all days within the working hours prescribed by Railways and or officer-in-charge of the company.

5.10 TAX DEDUCTION AT SOURCE

Company shall deduct income tax / any other taxes levied at source as per the rules a may be applicable from time to time.

5.11 PREPARATION-SUBMISSION OF BILLS & PAYMENTS



i. The contractor shall prepare the bills on a monthly **basis,** taking the rate as accepted and given in a letter of acceptance for remuneration and the quantity dispatched from the grinding unit during the month under consideration. The net quantity as mentioned on face of the bags & number of bags in the challans / weighment slips issued at grinding unit for railway siding or RR issued by the railways shall be considered and all payments shall be made as per railway receipts issued by railways (in case of rail dispatch) or weighment challan of weigh bridge with number of bags multiplied by 50 Kgs.

ii. All the bills shall be raised on the rate as accepted and given in the LOA/Work Order and any difference in the contract rates on account of variation in diesel rate shall be raised separately as and when diesel rates undergo a change. The contractor shall have to provide the certificate of diesel price revision from any of the dealer's of HPCL at Udaipur as and when the rates undergo a change.

iii. The bills should be supported with a daily statement of transportation carried out of Rajphos along with RR in case of rail despatches and weighment slips and submit the same at office of EIC, grinding unit, Jhamarkotra Mines,Udaipur.

iv. The bill should be verified by the Engineer In-Charge or by an officer authorised by GGM/GM (RP) certifying the work completed during the period & satisfactory performance during the period concerned. The company will make the payment with in a period of 15 days upon submission of duly verified bills.

v. Payment of bill will be released after making deductions towards TDS, Security and any other taxes/duties imposed by the Govt. from time to time.

5.12 RECORDS, REPORTS AND RETURNS

1. The contractor shall have to maintain records and submit returns as required under various Acts/Laws/Rules which are in force or which may become effective subsequently.
2. The contractor shall have to maintain proper records of the work carried out and submit a report in the prescribed format to the EIC/ Officer In-charge. The bill of the contractor may not be verified, processed and paid in absence of such reports.
3. The engineer in-charge or any officer or any designated officer of any government agency have absolute rights to inspect all such Records, Reports and Returns at all time.

5.13 INSURANCE

Under the insurance scheme the contractor shall be required to get comprehensive insurance plan. Universal Health Insurance policy for all the persons engaged in work to meet the liability

arising out of workmen compensation Act. Copy of the insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the management on this account.

5.14 ASSIGNMENT

1. The contractor shall not be allowed to Sublet/Assign the contract work or part thereof to third party without prior and written consent of the company.
2. To grant assignment or subletting of work shall not be a matter of right of the contractor.
3. The authorized representative appointed by contractor should be exclusively employed with the contractor.

5.15 SETTLEMENT OF CLAIMS

The company shall have absolute rights to set of or appropriate any amount due to or payable to the contractor against any losses or claims of the company or third party on the contractor, in connection with this contract.

5.16 COMPENSATION, SHORTAGE, & SETTLEMENT

1: Transportation of RAJPHOS bags from grinding unit to railway siding (Udaipur). Manual Loading into trucks (no hooks shall be used) at Grinding unit, transportation to railway siding, manual unloading and proper stacking of material at the railway siding.

2. <u>Shortages & Settlements:</u>

a) The delivery of RAJPHOS bags (in numbers) having 50 Kgs. net material will be made from grinding unit situated near Jhamarkotra mines
The numbers of bags as recorded in the delivery challan issued by the contractor at the grinding unit / weigh bridge will be final to ascertain the quantity of rock phosphate delivered for transportation to railway siding.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

b) Transit losses up to 0.40% of the total quantity of material transported to railway siding or numbers of bags loaded into railway wagons is allowed.

c) Company may allow replacement in terms of packed bags calculated on 0.4% of the total quantity of material transported to railway siding & loaded into railway wagons on rake to rake basis. Any surplus is to be re-deposited to the grinding unit.

d) The contractor has to carry additional 0.4% quantity of material to railway siding for replacement of damaged / tom bags. After completion of loading & release of wagons the contractor has to redeposit the entire left over quantity back to the grinding unit. No extra payment shall be made for this work.

e) In case of transit loss beyond the prescribed limits of 0.40%, then the recovery will be made as per following formula,

(SHORTAGES BEYOND PRESCRIBED LIMIT X PREVAILING SALES PRICE OF RAJPHOS) & NO PAYMENTS PAYABLE TO CONTRACTOR ON SUCH WORK

5.17 COMPENSATION

5.17.1 In case the Contractor fails to commence the work within the stipulated time period, the company shall recover a pre determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.

5.17.2 The company will regularly place the indents. The contractors will have to handle the mineral in accordance with these indents placed. In case of forfeiture the contractor will bear all the expenses on actual basis. Failure to load the rake within the allowed time and or failure to load any wagons shall result in imposition of Demurrage and/or Detention charges and/or Forfeiture of deposit and/ or wharf age or all of them. All such charges, if imposed, shall be to the contractor's account and the same shall have to be borne by the contractor.

5.17.3 The company will regularly place the indents and subsequently railway authorities allow stacking of material at the siding. Stacking has to be carried out within the stipulated & the prescribed free time allowed by the Railways for this purpose. This free time being allowed may change on absolute discretion of the Railways and the Contractor shall have to stack & load the rakes within such prescribed time as decided by Railways, on same rate, terms and conditions. Failure to load the rake within the allowed time and or failure to load any wagon/s, shall result in imposition of Wharfage charges, Demurrage and/or Detention charges and/or Forfeiture of deposit or all of them. All such charges, if imposed, shall be to the contractor's account and the same shall have to be borne by the contractor. In case the contractor fails to load the rake within the prescribed time and if the Railways charge freight on the rake on piece meal basis, then the liability of the excess freight will be borne by the contractor. If contractor fails to deposit the same, RSMML shall recover all such charges from the Contractor & deposit the same with railways.

5.17.4 Under force majeure condition after placement of indent, stacking of material at the siding, railway may ask to lift the material & vacate the siding. The contractor will comply with the rules & regulations of the railways. Also shift the entire material back to grinding unit on same rates terms & conditions of the contract in the prescribed time allowed by the railways. Failure to lift the material within the allowed time shall result in imposition of wharfage, Demurrage and/or Detention charges and/or Forfeiture of deposit or all of them. All such charges, if imposed, shall be to the contractor's account and the same shall have to be borne by the contractor.

R.S.M.M. L.T.D. CONT. CELL 4, MEERA MARG, UDAIPUR

5.17.5 No compensation will be provided to the contractor in case of closure of the Railway Station/Siding(s) for goods traffic by Indian Railways for any reason including stoppage of accepting the goods traffic by railways or otherwise.

5.17.6 No hooks shall be used by the contractor for the entire work should fully comply with the rules and regulations of FCO, railways, etc...

5.18 INSTRUCTIONS & ADMINISTRATIVE CONTROL

1. The staff/supervisors employed by the contractor for the work under this contract shall be under the control of the Officer In-charge / EiC of the company or any other officer authorized by GGM (SBU-PC-RockPhosphate) for getting instructions. The staff/supervisor of the contractor shall abide the instructions of such officer/s regarding all aspects of working under this contract.

2. Also the contractor shall nominate one person who would be responsible for taking day to day instructions from the company regarding the contract & work and executing the same. He would also be deemed to be authorized representative of the contractor. The person so nominated shall be expected to remain in touch with the GGM (SBU-PC-RockPhosphate) or the Engineer/ Officer-in -charge of the company.

5.19. CONDITIONS PERTAINING TO VEHICLES

1 The vehicles deployed by the contractor for the transportation work under this contract should be fit and road-worthy having valid vehicle insurance and permits as required under Motor Vehicles Act 1952 and rules made therein or any other relevant act in force from

time to time, particularly in reference to carrying capacity. If require the same should be produced to EIC by the contractor.

2. The Contractor shall have to provide the details of the vehicles, drivers and other people entering the grinding unit / mine area with their photographs to the incharge grinding unit / Mines Manager of Jhamarkotra, as the case may be, required under Mines Act 1952 and rules made there under.

5.20 QUALITY ASPECTS OF MATERIAL & RECEIPT

1. RSMML will provide packed RAJPHOS bags (50.10 Kg) having+18% P2O5.
2. Contractor will have to ensure that no contamination of this material with any foreign material takes place. Contractor will load, transport, stack & reload the same quality of material which is delivered for transportation, stacking, loading.
3. RSMML will be at liberty to draw samples at any time and have it analyzed. During transit any bag found torn / damaged & material found contaminated and not conforming to requisite mesh size or quality will be rejected & the cost of same will be recovered from the contractor at the ruling prices of ground material plus any other costs incurred by the RSMML.
4. The samples will be drawn by RSMML or its authorized contractor before dispatching the material & the results of the same will be conveyed to the contractor. Test results of the central laboratory Jhamarkotra mines or authorized laboratory of RSMML will be final & binding on the contractor..
5. Contractor will be at liberty to associate their representative at the time of sample drawing.
6. Contractor will dispatch the material as per the instruction of RSMML, after obtaining quality clearance from the authorized representative of RSMML.
7. Contractor will undertake loading of Rajphos in the wagons provided by railways and ensure proper loading / proper stacking of bags in the wagons as instructed by the officer I/c from time to time. Contractor has to ensure that no hooks are used while loading the bags in the trucks & wagons.
8. Transit losses upto 0.40% for the entire work of the quantity delivered shall be admissible.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

5.21 CLOSURE OF SIDING(S)

In case of closure of any of the siding for any reason, including Closure of the siding for goods traffic by railways, Gauge Conversion of railway tracks, Opening of new BG siding nearer to Jhamarkotra, etc., the company may in its absolute discretion may choose to terminate the Contract as provided herein. The contractor shall have no right to claim any compensation due to such early termination/determination of the contract

5.22 CLOSING OF THE CONTRACT

Within 70 day of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-charge completion certificates as to the completion of work and clearing of the areas where he has worked if necessary.

5.23. APPLICATION FOR COMPLETION CERTIFICATE:

When the Contractor fulfils all his/its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-in-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge

1 Details of Month wise quantum of work completed by the contractor
2 A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor.
3 Details of PF deposited by the contractor.

4 No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.

5 Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

The Engineer-In-Charge shall formally issue completion certificate within ***60 days*** on receiving application from the Contractor, after verifying from the completion documents including weighment record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the Company.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within ***15 days*** from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the weighment and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.24 FINAL CERTIFICATE:

Upon expiry of the period of liability and subject to the Engineer-in-charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager (SBU Head) shall give a certificate hereinafter referred to as the **'Final Certificate'** and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager.

5.25 FINAL PAYMENT AND RELEASE:

The Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him and due to the company on any account and further sums as the Company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company. Subsequently completion of the work, completion certificate shall be issued,

M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final Certificate.

No claim shall be made or be filed by the Contractor and the Company shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-Charge or any other person relating to or effecting the work.

Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

UNDERTAKING

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

For and on behalf of the tenderer
(Authorized Signatory)
Seal & Dated

FORM 'A'

FROM:_____

To:

The Group General Manager (Contracts),

Corporate Office,

Rajasthan State Mines & Minerals Ltd.,

UDAIPUR 313001 (Raj).

*Sub: Manual Loading of bagged **RAJPHOS** from grinding unit at Jhamarkotra mines, **transportation to railway siding at Udaipur, & stacking at siding & loading into railway wagons.***

Ref: **e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026**

Dear Sir,

1 I/We possessing requisite resources, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.

2 I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.

3 It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provision and stipulation as contained in the terms and conditions of the tender d o c u m e n t s .

4 I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

D.D. No.....Date.....Name and Address of Bank.....Amount.....

In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.

6 I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.

7 I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.

8 I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.

9 I/We hereby declare that the decision of the RSMML management m selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date.....

the _____day of,_____

Signature of tenderer(s)

With the seal of the firm.

Witness

Name & adders in Block Letters: _____

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

e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026

Name of Tenderer_____

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

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail:, mobile no.	
2.3	Telegraphic Address	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested), if registered.	
3.4	Co-operative Society registered under RCA, Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee.	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited companies, the Article of Association & Memorandum of Association is nedded with special indication that the said Article of Association & Memorandum of Association allow the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Others (Please specify)-Attach duly attested supporting document)	
4.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
5.0	Tum over during last 4 financial years	
5.1	2022-2023	
5.2	2023-2024	
5.3	2024-2025	
5.4	2025-2026	
6	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
7	Acceptance of tender terms & conditions.	
8	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes/ No.
9	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions	Yes/ No. Note: If yes, please provide details as per Exceptions and Deviations statement of the tender

S.M.M. LTD. CONT. CELL MEERA MARG, UDAIPUR

10	Proposed site organization	
11	Goods & Service Tax Registration No.	
12	PAN No.	
13	List of trained & experienced Technical persons employed with the contractor showing their qualification and ex-penence.	
14	Any other relevant information about the tenderer.	
15	Affidavit on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes No.
16	Details of Earnest money deposited (as per NIT)	No. & Date. Name of Bank Paya-ble
17	Undertaking that We have not enclosed any additional con-dition and or deviations from the tender conditions along-with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
18	PF account No./ Copy of P.F. registration certificate or affidavit as per annexure- II	
19	Here it is confirmed that the retail price of diesel as per tender document is considered as base price for quoting the rates in part-II.	
20	Declaration whether you are covered under MSMED Act, if so then give your registration number alongwith copy of the registration.	
21	Bank Details for Online transfer of EMD Bank Account No. Banker details: a Name b Branch No. c Address d IFSC code Type of A/C : Saving / Current/ CC/ any other	

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

1 Before enclosing/Uploading the document read carefully the tender document condi-tions/stipulations and encloses the requisite documents only.

2 Photocopies of the documents shall be attested by the gazetted officer or Notary public

Date : ----------Place: ---------- (Authorised Signatory)

Name of the Tenderer ----------

Designation/ Relationship of the----------

authorised Signatory with the tenderer

Form 'C'

RAJASTHAN STATE MINES AND MINERALS LIMITED
(A Government of Rajasthan Enterprise) EXCEP-

TIONS AND DEVIATION

e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026

Name of Tenderer_____

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Signature of tenderer(s)
With the seal

Form 'D'

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

DETAILS OF PRESENT COMMITTMENT (if any)
e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026

Name of Tenderer_____

S. N 0.	Name of Organization for whom worked & Work order No. with date	Name of work & order no.	Quantity of work	Period from to	Value of work	% of completed work (in terms of value as well as qty.)	Likely Date of completion	Period of delay(if any)	Penalty or liquidated damages Paid (if any)	Remarks

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Certified that the above information is correct.

Signature of Tenderer

FORM 'E'

RAJASTHAN STATE MINES AND MINERAL LTD.
(A Government of Rajasthan Enterprise)

e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026

DISTANCES

The distances from Jhamarkotra mines to railway siding- Rana Pratap Nagar (RPZ)/ DEBARI /UMRA as mention below shall be used for the purpose of diesel escalation/de-escalation.

1	Grinding unit to Rana Pratap Nagar siding	**25Kms**
2	Grinding unit to Umra Railway siding	**12Kms**
3	Grinding unit to Debari Railway siding	**25Kms**

Note: The above distance will be subject to verification by Engineer In-charge / competent Authority and for the purpose of diesel escalation/de-escalation.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

(Signature of the Tenderer with Seal)

RAJASTHAN STATE MINES AND MINERAL LTD.
(A Government of Rajasthan Enterprise)
PROFORMA OF PRICE BID/ BOQ

e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026

Name and address of Tenderer . .....

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

S. No	Brief description of work	Unit of Quoted Rate	Rate
1	Manual loading of Rajphos bags into trucks at grinding unit, Jhamarkotra Mines, Udaipur without using hooks	Rs. .....per MT	
2	Manual unloading of Rajphos bags from trucks at railway siding & proper stacking, at railway siding without using hooks.	Rs. .....per MT	
3	Loading of Rajphos bags into open / covered broad gauge railway wagons at Railway Siding without using hooks	Rs..... per MT	
4	Transportation of bagged material from the grinding unit to railway siding*.	Rs..... per KM per MT	

Rates to be quoted in the BOQ at eproc.rajasthan.gov.in

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Note:

1. There are three Railway Siding Points i.e. Rana Pratap Nagar, Umra & Debari are proposed in the tender for loading of railway Wagons as per the requirement of the customer Orders & the respective delivery locations.
2. * The Rate Quoted for sl.no. 4 "Transportation of bagged material from the grinding unit to railway siding shall be on basis of per KM per MT."
   The distance from the Grinding Unit to each Railway Siding Point is mentioned in the Form -E.
3. The tenderer with lowest sum total of quoted rates in price bid / BOQ will be decided as L-1.
4. The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract (up to the last date of submission of bids). The rates shall also be inclusive of cost of additional and other allied work etc.
5. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
6. Bidders are advised to download the prescribed BOQ file available on the https://eproc.rajasthan.gov& fill the rates as instructed. In case the bid found in any other format/ or modification in BOQ was uploaded by the bidder the same is liable to be rejected and will not be considered for evaluation.

(Signature of tenderer with seal)

Annexure-I

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector Bank/ Scheduled Private Sector bank / AU Small Finance Bank Ltd having its Branch office at Udaipur on non-judicial stamp paper of value 0.25% of BG value subject to maximum of Rs.25000 or as per prevailing Stamp duty Act as on the date of issue of BG)

B.G_____Dated_____

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

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

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

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

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

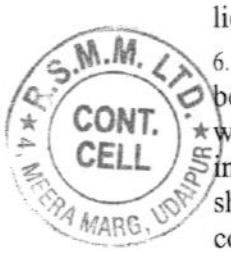
2. We,___ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this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

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

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

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

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



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

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

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

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

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

IN WITNESS 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 _____

Annexure - 'II'

AFFADAVIT

I .....S/o Shri

aged.....Years , resident of .....on behalf of the tenderer i.e. M/s

.....hereby

undertake oath and state as under:

1 That I have submitted a tender for .....

2 That I/We have gone through the terms & conditions of the tender document.

3 That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me/ us (i.e. tenderer/ contractor)

4 That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent

(Authorised Signatory)

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

VERIFICATION

I /We the above deponent make oath and state that my above statement is true and correct to my persona; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent

(Authorised Signatory)

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

ANNEXURE-III

UNDERTAKING

(To be typed on Non Judicial stamp paper of appropriate value)

e-Tender No. RSMM/ CO/ GGM (Cont)/Cont-24/26-27 dated 18/11/2026

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

1 I/ We are not having or had any litigation with the RSMML/any other company **in** relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of contract.

2 I/We have not been banned/suspended /de-listed by RSMML or any government organisation/department.

3 I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.

4 I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.

5 That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed)

Or

That we are not registered under MSMED Act.

6 I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

7 I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms & conditions mentioned therein are acceptable to we/us.

8 I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.

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

Place:
Date:

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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

a Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

b Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

c not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;

d not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

e Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.

f Not obstruct any investigation or audit of a procurement process.

g disclose conflict of interest, if any; and

h Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

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

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

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a have controlling partners/shareholders in common; or

b receive or have received any direct or indirect subsidy from any of them; or

c have the same legal representative for purposes of the Bid; or

d have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or

g Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

H.C.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Annexure-V

Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

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

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

2 I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.

3 I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.

4 I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5 I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Place

R.S.M.M. LTD. CONT. CELL 44, MEERA MARG, UDAIPUR

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is -
Principal Secretary to the Government of Rajasthan, Department of Mines & Petroleum,
Secretariat, Jaipur

The designation and address of the Second Appellate Authority is -
Principal Secretary to the Government of Rajasthan, Department of Finance,
Secretariat, Jaipur

1 Filing an appeal

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

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

H.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

2 The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

3 If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

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:-

6.a determination of need of procumbent;

6.b provisions limiting participation of Bidders in the bid process;

6.c the decision of whether or not to enter into negotiations;

6.d cancellation of a procurement process;

6.e applicability of the provisions of confidentiality.

5 Form of Appeal

5.a An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

5.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.

5.c Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6 Fee for filing appeal

6.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.

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

7 Procedure for disposal of appeal

7.a The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.

7.b On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-

b.i hear all the parties to appeal present before him; and

b.ii peruse or inspect documents, relevant records or copies thereof relating to the matter.

7.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.

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

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

Form No.1
(see rule 83)

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

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

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

2 Name and address of the respondent(s):

3 Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4 If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5 Number of affidavits and documents enclosed with the appeal:

6 Ground of appeal :

.....(Supported by an affidavit)

7 Prayer:

Place .....
Date .....
Appellant's Signature



Annexure-VII

Additional Conditions of Contract

1 Correction of arithmetical errors

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

I. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

II. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

III. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2 Procuring Entity's Right to Vary Quantities

I) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit paces or other terms and conditions of the Bid and the conditions of contract.

II) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

III) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG UDAIPUR

PROFORMA OF GUARANTEE BOND FOR Bid Security/ EARNEST MONEY DEPOSIT

(To be issued by any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its Branch office at Udaipur/Bikaner on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG /-)

B.G. No. Dated

This Deed of Guarantee made between _____ Bank, having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/ Bank) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to furnish BG for Bid Security/ EMD from M/s a company/ partnership firm (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Bidder') from the demand under the terms and conditions of e-Tender No. RSMM/CO/GGM(C)/...../..... Dated: for "..... (hereinafter called 'the said Tender) of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said Bidder of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. .....

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

We, _____ (Bank) do hereby undertake to pay to the company an 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 Bidder of any of the terms and
/or conditions contained in the Agreement (the decision of the company as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us).

We, _____(bank) do hereby undertake without any reference to the Bidder or any other person and irrespective of the fact whether any dispute is pending between the company and the Bidder 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 Bidder of any of the terms and condition contained in the said tender by reason of the said Bidders failure to keep the said tender open. 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. .....

R.S.M.M. LTD. CONT. CELL 4, MEERA MARG, UDAIPUR

We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful Bidder and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before, the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or /Bikaner Udaipur branch office under the signatures of the company's F.A or GGM(Cont.) / Head (Cont) shall be deemed to be sufficient demand under this guarantee.

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 Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Bidder 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 Bidder

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 Bidder or ourselves or liquidation or winding up or dissolution or insolvency of the Bidder 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 of amount not exceeding Rs is made by the Bank.

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

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

R.S.M.M. LTD. CONT. CELL

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 date granted to him by the Bank.

For the purpose of enforcing legal rights in respect of this guarantee Udaipur/Bikaner courts in the state of Rajasthan along shall have jurisdiction

IN WITNESSETH I, hereby _____, son of_____ (designation) (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which being issued on non-judicial stamp as per Stamp Act Prevailing in the state of Rajasthan, executed on this date of , 20...

List of Scheduled Commercial Banks (SCBs) acceptable for issuance of Bank Guarantee

List of Scheduled Public Sector Banks

S No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	UCO Bank
11	Union Bank of India

List of Scheduled Private Sector Banks

S No.	Name of the Bank
1	Axis Bank Limited
2	Bandhan Bank Limited
3	CSB Bank Limited
4	City Union Bank Limited
5	DCB Bank Limited
6	Dhanlaxmi Bank Limited
7	Federal Bank Limited
8	HDFC Bank Limited
9	ICICI Bank Limited
10	IndusInd Bank Limited
11	IDFC FIRST Bank Limited
12	Jammu & Kashmir Bank Limited
13	Karnataka Bank Limited
14	Karur Vysya Bank Limited
15	Kotak Mahindra Bank Limited
16	Nainital Bank Limited
17	RBL Bank Limited
18	South Indian Bank Limited
19	Tamilnad Mercantile Bank Limited
20	YES Bank Limited
21	IDBI Bank Limited
22	AU Small finance bank

F.S.M.M. L.T.D. CONT. CELL 4, MEERA MARG, UDAIPUR