



# **RAJASTHAN STATE MINES & MINERALS LIMITED**

**(A Government of Rajasthan Enterprise)**

## **e-TENDER DOCUMENT**

### **FOR**

**Production of Low Silica High Grade Limestone Gitti by Deployment of HEMM equipment etc for Mining of Limestone, commissioning , operation & maintenance of Crushing & Screening Plant & Other related job & Services, construction of infrastructure facility at mines like explosive storage buildings, mine approach & link road, site office & store, weigh bridges, land reclamation, plantation, mine planning, statutory compliances, compliances as per directives and conditions in permissions & clearances by different statutory authorities, etc work at UNROI-1 & UNROI-2 SMS Grade Limestone Mine, Sub Tehsil: Ramgarh, Tehsil Sam, District Jaisalmer and Loading of limestone gitti at mines & its transportation from mines to railway siding at Sanu railway station & its unloading, proper stacking at siding platforms etc work.**

**e-Tender No. RSMML/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

***Issued by:***

***Head (Contracts)***

***RSMML, 4- Meera Marg, Udaipur 313004***

**Cost of Tender Document: 4720 /- (inclusive of GST)**

**Date of Downloading of Tender: From 22.07.2024 to 28.08.2024 up to 1:00 pm**

**Pre-Bid Meeting Date & Time : On 07.08.2024 at 11:00 AM at RSMML's**

**Corporate Office, Udaipur, Rajasthan -313001**

**Last Date of Online Submission of Tender: 28.08.2024 upto 3:00 PM**

**Date of Opening of Techno-commercial Part (Part I): 29.08.2024 at 3:30 PM**

**Registered Office:**  
C-89/90 Janpath  
Lal Kothi Scheme,  
Jaipur -302 015  
Phone: 0141-2743734  
Fax: 0141-2743735

**Corporate Office:**  
4, Meera Marg  
Udaipur - 313 001  
Phone: (0294) 2424863-67  
Fax : (0294) 2428768

**SBU & PC, Limestone Office:**  
8, West Patel Nagar  
Circuit House Road  
Jodhpur 342011  
Phone: (0291) 2511031, 2516199  
Fax: 0291-2511029



# 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: [contractscsco.rsmml@rajasthan.gov.in](mailto:contractscsco.rsmml@rajasthan.gov.in)



Ref. no: -RSMML/CO/ GGM (Cont)/Cont-07/2024-25

Dated: 22.07.2024

## e-NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in>, for following works from Co-operative Societies (registered under Co-operative Society Act, 2001 or any other Co-operative society act of India). Other than registered society (Competent & experienced Individual /Firm/Companies) can also participate in this tender provided they are able to form a Registered Co-operative Society before commencement of work:

BriefDescriptionof work	Estimated Contract Quantity	Period of contract	Bid Security Earnest Money (Rs)
Production of Low Silica High Grade Limestone Gitti by Deployment of HEMM equipment etc for Mining of Limestone, commissioning , operation & maintenance of Crushing & Screening Plant & Other related job & Services, construction of infrastructure facility at mines like explosive storage buildings, mine approach & link road, site office & store, weigh bridges, land reclamation, plantation, mine planning, statutory compliances, compliances as per directives and conditions in permissions & clearances by different statutory authorities, etc work at UNROI-1 & UNROI-2 SMS Grade Limestone Mine, Sub Tehsil: Ramgarh, Tehsil Sam, District Jaisalmer and Loading of limestone gitti at mines & its transportation from mines to railway siding at Sanu railway station & its unloading, proper stacking at siding platforms etc work	246 lac MT (123 lac MT from each mines) for mining  &  315 lac MT (157.5 lac MT from each mines ) for loading and transportation	10 years	17.00 crore
Processing Fee	Rs. 2 5 00/- payable by DD in favour of MDRISL, payable at Jaipur		
Period of sale of documents	From 22.07.2024 to 28.08.2024 up to 1:00 pm		
Date & time of Pre bid Meeting	On 07.08.2024 at 11:00 AM at RSMML, Corporate office, Udaipur		
Last Date & Time of online Submission of offer	Dated 28.08.2024 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 29.08.2024 . at 3.30 pm at C. O. Udaipur		

**Note:** Peak Rated Capacity 1.5 million TPA (or 15,00,000 tonne per annum) SMS grade Limestone with ROM Handling around 3.5 million TPA and transportation of limestone gitty up to railway siding @ 2.0 million TPA.

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

1. The bidder/s should have a minimum turnover of Rs 400 Crore ( Rs. Four hundred crore) in any of the last four financial years i.e., 2020-21, 2021-22, 2022-23 & 2023-24.

2. The minimum net worth of the bidder should be Rs. 100.00 crore ( Rs. One Hundred Crore) in the last financial years i.e 2023-24.
3. The bidder should have experience of total rock handing and excavation through mechanized mining from single open cast mines of at least 80.00 lac MT in any of the last four financial years i.e., 2020-21,2021-22, 2022-23 & 2023-24 in the name of bidder.
4. Experience of successful completion of 50000 metreage of annual production drilling (DTH drilling)in n any 1 of last four completed financial years i.e., 2020-21,2021-22, 2022-23 & 2023-24 in the name of bidder.
5. The bidder should have manpower strength of at least 200 on roll employees in the last financial year i.e. 2023-24.
6. The bidder should have at least 01 numbers each of Geologist, Mining engineer, Mechanical Engineer, Mineral exploration in-charge as experienced key personnel on their roll as on 31.03.2024

Note: The interested parties are advised to check their eligibility. The bidder/s should submit supporting documents with respect to each of the qualifying conditions, as above to clearly establish their eligibility.

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 submission of techno-commercial part of 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.

It is mandatory that proprietor/all the partners (in case of partnership firm) / all the Directors of the Company become the members of the society to be constituted to carry out the job. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non- judicial stamp paper of worth Rs. 100/-, in this respect, without which their offers would not be considered. Further, it is enjoined upon from such members that they cannot resign from the society until the contract period is over.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. In case the bidder is participating as JV/Consortium, in such case the bidding JV/Consortium shall comprise of not more than three members, i.e. one lead member or lead partner and two other member/ partner. In case the bidder is a bidding

JV/ Consortium, in such cases cumulative turnover of JV members/ Consortium partners/members should be considered. However net worth of any one JV members/ Consortium partners/members and experience of only lead member shall be considered for the purpose of qualification purpose.

The bidding company/bidding JV/Consortium, the lead member should designate one person with Power of Attorney to represent in the bidding Company / Bidding Consortium in its dealings with RSMML. The bidding Company / bidding JV / Consortium shall submit a Power of Attorney on Rs.500/- non-judicial stamp paper authorizing the signatory. The person so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into an agreement on behalf of the bidding company/bidding JV/Consortium.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortiums/partnerships are allowed to participate in this tender subject to the joint/several responsibility; in such cases the cumulative turnover of partners/ members should be considered

The Co-operative society has to deploy the requisite number of equipment required to perform the entire scope of work and compliance of terms & conditions of tender thereof and to achieve the production targets, as given to the society by the Company from time to time.

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 tenderer who has been suspended/ banned by the Company shall not be eligible to participate in this tender during the currency of suspension/banned 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.

## **Head (Contracts)**

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

SECTION-II  
**Definitions, Interpretations**

**2.1 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.

- 2.1.1 **"Approved"** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.2 **"Appointing Authority"**, wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3 **"Agent"** shall mean the Agent for Limestone Mines notified by the company in this behalf.
- 2.1.4 **"Access Road"** shall mean Kuchha road connecting excavating pit to mine approach road.
- 2.1.5 **"Alternation/Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.6 **"Approach Road"** shall mean Kuchha road motorable road connected mines to nearest tar road for transportation of mineral Limestone through trucks/ trolleys/ & etc.
- 2.1.7 **"Attested"** shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted officer/Notary Public
- 2.1.8 **"By-Product"** mean the SMS Grade Limestone gitties in the size of minus ( - ) 30 mm, as notified by the company time to time.
- 2.1.9 **"Clause"** shall mean the Clause and sub clauses of this tender document and/or agreement etc.
- 2.1.10 **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of intent / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.11 **"Contract Document"** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.12 **"Commencement of work"** shall be reckoned from the date of issue of letter of intent/ work order which ever is earlier including the stipulated mobilization period.
- 2.1.13 **"Contractor" / Co-operative society/ "Successful Tenderer"/ "Successful Bidder"** shall mean "Tenderer/Bidder" who have either participated in the tender/enquiry of RSMM or "Contractor" to whom order/Contract have been awarded by RSMM. "Contractor" / "Successful Tenderer"/ "Successful Bidder" includes a Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.1.14 **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.15 **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 based on dispatch of finished products in size range +30 -80 mm from the specified area/s on per metric tonne basis.
- 2.1.16 **“Engineer-In-Charge”** or **“Officer In Charge”** or **“Authorised Officer”** 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-Limestone.
- 2.1.17 **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority maybe notified in writing to the Contractor by the Company.
- 2.1.18 **“Finished Product”** means the limestone gitties in the different size ranges among +30 mm to –80 mm i.e. 30mm-50mm, 30mm-60mm/40mm-80mm or any other size required by the buyers within the prescribed undersize/oversize tolerances (with a variation of 3% in the maximum and minimum sizes in customer / transportation trucks at loading point).
- 2.1.19 **“Final Certification 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- Limestone.
- 2.1.20 **“Head of SBU &PC –Limestone”** shall mean Group General Manager for the SBU &PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.1.21 **“Head(Contract) / Group General Manager (Contract)”** shall mean the Head (Contract) Group General Manager (Contract) of RSMML or his successor office.
- 2.1.22 **“HEMM”** shall mean Heavy Earth Moving Machinery deployed at site.
- 2.1.23 **“Lead”** shall mean the one side distance between the two activities of the co-operative society for loading / unloading of ROM/products/by-products/rejects.
- 2.1.24 **“Letter of Acceptance”** shall mean intimation by a letter/ telegram/fax/e-mail to successful bidder /tenderer that his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.25 **“Letter of Intent”** shall mean letter of intent (LOI) issued by the Mines Department, Government of Rajasthan for grant of mining lease in favour of company.
- 2.1.26 **“Loading Point”** shall mean site at mines / crushing & screening plant premises from where loading of specified size of limestone gitti take place.
- 2.1.27 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines &Minerals Limited or his successor in the office so designated by the Company.
- 2.1.28 **“Member”** shall means members of co-operative society, which includes working members as well as statutory members as required under MMR-1961.
- 2.1.29 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC- concerning Limestone Mines of Rajasthan State Mines & Minerals Ltd.
- 2.1.30 **“Mineral Reject”** means the limestone gitties in the size ranges -10 mm generated during sizing operation before & after crushing will be separately stacked in mined out pit upto original ground level or at any place described by the company.
- 2.1.31 **“Mining Plan / Review of Mining Plan”** shall means Mining Plan (MP)/Review of Mining Plan (ROMP) approved by the Indian Bureau of Mines for execution of mining operation.
- 2.1.32 **“Mines”** shall means Unroi-1 & Unroi-2 SMS Grade Limestone Mines situated on Sanu- Khuiyala Road in Jaisalmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd.
- 2.1.33 **“Notice in writing or Written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received)

- by registered post to the last known business address or registered / Head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.1.34 **"Plans"** shall mean all map(s)/Sketch(s)/layout(s)/drawings as are incorporated and/or required from time to time in the work for proper execution of work.
- 2.1.35 **"Plant"** or Crushing & Screening Plant (CSP) shall mean the contractors /cooperative societies crushing & Screening plant and its part thereof.
- 2.1.36 **"Peak Rated Capacity (PRC)"** shall mean the maximum mining capacity in (million tonne per annum (MTPA) as per the Approved Mining Plan/EC
- 2.1.37 **"Quarter"** shall mean period of three calendar months.
- 2.1.38 **"ROM"** shall mean Run of Mines.
- 2.1.39 **Recycling** shall mean loading and unloading of reject product from the yard to the ROM hopper of CSP.
- 2.1.40 **"Rated Capacity"** of the crushing & screening Plant shall be that minimum capacity which shall produce the quantum of mineral to achieve quarterly targets as per contract
- 2.1.41 **"RSMML" or "COMPANY" or "EMPLOYER" or "OWNER"** shall mean Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 2.1.42 **"Schedule of quantities and Rates"** shall mean the rock excavation schedule incorporated in the contract in which are entered quantities of all work, for the execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- 2.1.43 **"Shift"** shall mean continuous period of eight working hours or any other durations specified by the company from time to time.
- 2.1.44 **"Specified/designated/location/places"** shall mean allocated area for specific area by the company time to time .
- 2.1.45 **"Site"** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2.1.46 **"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 to the scheduled quantities and quantities of the work/s and the materials to be furnished / used required to be used/ consumed and/or provided for executing the work/s as may be amplified or modified by the Company or the Engineer-In-Charge from time to time and notified/ communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 2.1.47 **Sanu Railway Sidings"** shall mean Sanu Railway Siding allotted to M/s Rajasthan State Mines & Minerals Ltd. by Indian Railway.
- 2.1.48 **"Statutory obligation"** would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.1.49 **"Tender"** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.50 **"Tenderer or Bidder"** shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the " invitation for tender bid" & shall include his/its

their legal representative, administrators, successors and executors.

- 2.1.51 **"Temporary Works"** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.1.52 **"Tonne"** shall mean metric tonne (1000 Kilograms),
- 2.1.53 **"Unit In-charge"** shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.54 **"Weighbridge"** shall mean any weighbridge either departmental weighbridge/s &/ or public/co-operative society weighbridge/s authorized by the company for weighing of Limestone.
- 2.1.55 **"Works"** shall mean and include excavation, removal, transportation, disposal, dumping, dozing, leveling and spreading etc. of overburden at the specified/place/s construction and maintenance of approach/ haul roads and other allied/ related incidental and ancillary operational work/s etc., including extra, additional, altered and substituted work/s pertaining thereto and/or relating to the excavation and removal of overburden/ etc. as specified in the contract document on turn key basis to be executed in accordance with the terms of the contract all inclusive.
- 2.1.56 The meaning of word **enclose/submit** of any documents shall generally mean to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

## **2.1 INTERPRETATIONS:**

- 2.2.1 Whenever 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 thereof would be discharged to the satisfaction of the Company at the cost and consequences of the Contractor
- 2.2.2 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 SBU & PC Lime Stone of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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.



- 2.2.7 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.
- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 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.
- 2.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

## **2.2 DECLARATION BY THE CONTRACTOR**

- 2.3.1 The Contractor do hereby confirm and declare that they have independently inspected Mines of the SBU & Lime Stone of RSMML, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.
- 2.3.2 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

Section-III  
**Instructions to the Tenderer**

**TENDERER TO OBTAIN THE INFORMATION HIS OWN:**

**3.1 Instructions to the Tenderer & General Conditions**

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in 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.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 biddocument 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. A scanned copy of EMD, e-Tendering processing fee and cost of bid document receipt must be uploaded along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 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. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure I, II & V of tender document should be kept in a sealed envelop addressed to Head (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of envelope for clarity. This envelope should be submitted in the office of the Head (Contract), RSMML, Corporate Office, Udaipur on or before the scheduled submission date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same the offer of the tenderer shall be rejected.
- v. The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy himself in all respect, before the submission of offer.
- vi. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the

sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved and as to what all works he has to complete in accordance with these documents irrespective of any defect, omission or errors that may be found in the documents.

- vii. The tenderer, at the his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store god owns etc and all other factors involved in the proper execution of works. The unit Incharge of work site may be contacted to familiarize with the work including visit to work site.
- viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & 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.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. 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.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. 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 and uploaded in the e-Tender system.
- vii. 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**

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 2500/- 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 before the date and time of submission.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. 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.

### **TRANSFER OF TENDER DOCUMENT:**

3.5 Transfer of tender document to other is prohibited.

### **COST OF BIDDING:**

3.6 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 if the company decides to withdraw the "Invitation for tender" or modify the tender documents.

### **GENERAL INSTRUCTIONS FOR FILLING THE TENDER:**

- 3.7 The tender 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. All scan papers to be uploaded should also bear the stamp of the tenderer.
- 3.8 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.
- 3.9 The Company takes no responsibility for delay, loss or non-receipt of tender fees and other documents sent through Post/Courier service.

### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:**

3.10 In case an intending tenderer requires any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least 15 days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderers and such

clarification will constitute addenda/corrigenda to, and be read as part of the tender document.

- 3.11 The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.12 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

#### **ADDENDA/ CORRIGENDA:**

- 3.13 Addenda/Corrigenda to Notice Inviting Tender or to this tender document before expiry of the due date of submission of tender 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 by the company..
- 3.14 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

#### **3.15 PRE-BID MEETING**

- I. RSMML proposes to hold a pre-bid meeting to clarify doubts of the prospective bidders of the tender. The meeting will be held at Corporate office, Udaipur on 07.08.2024 at 11:00 AM .
- II. Tenderers are also advised to send their queries/clarifications in advance and addressed to the Group General Manager SBU & PC- .Limestone, Jodhpur RSMML, so as to reach him at least seven (7) days before the scheduled date of pre bid meeting. A copy of this communication should also be endorsed to the General Manager (Contract), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001.
- III. Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation.

#### **CURRENCIES OF THE BID AND PAYMENT:**

- 3.16 The tenderer shall quote the unit rates and prices entirely in Indian Rupees.

#### **TECHNO COMMERCIAL OFFER:-**

- 3.17 The Technical Bid Form will be in online format. The tenderer should download Technical Bid Form, filled and signed using the Digital Signature Certificate (DSC). The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly, otherwise the Bids will be summarily rejected. Scanned copy of following document should be uploaded along with Part I of the offer
- a) Power of Attorney in favour of the authorized representative signing the tender, as required.
  - b) Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.

- c) Scan copy of PAN (Income Tax) Number and Goods and Service Tax Registration Number.
- d) Attested copy of the Audited Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
- e) “Exceptions & deviations statement” to be submitted by the tenderer.
- f) Tenderer should submit an undertaking on non-judicial stamp paper for formation of a co-operative Society as per annexure-I of tender (from proprietor/all partners/all directors as the case may be).
- g) Undertaking/affidavit as per annexure V& VII given in tender document.
- h) Duly filled form as per tender document.

3.19 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/ attested copies of documents are not uploaded along with the techno-commercial bid or any information/ document is found to be false/ fabricated/ misleading.

3.20 The following details /documents are to be uploaded along with the offer:

**3.20.1** In case tenderer is proposing to install new plant and machinery for crushing, screening then submit following information.

3.20.1.1 Submit detailed lay-out with details regarding Type, specifications, capacity, name of manufacturer etc. of the machines/ sub- systems;

3.20.1.2 Flow-Diagram along with a technical feasibility report

3.20.1.3 Undertaking on non-judicial stamp paper confirming that plant machinery and relevant ancillaries equipment will be purchased from reputed, reliable, dependable sources & are capable to produce the tendered quantity through out contract period & will be installed within the stipulated period as per clause.

3.20.1.4 PERT Chart/detailed time schedule giving breakup of various activities and time involved to carry out these activities. The successful bidder should adhere to these time schedules strictly. It may please be noted that Company will assess the progress of execution of the work on the basis of these PERT chart/Time schedule.

3.21 The tenderer should provide total commitment for arranging the required plant and other machineries and relevant ancillaries’ equipment as required for performing the complete job as per work requirement. The equipment/plant/machinery to be arranged by the tenderer has to be reliable, dependable, and from reputed companies only, to ensure the targeted production during the entire contract period.

3.22 The company reserves its right to call for any addition information for reference as it may deem fit, so to evaluate the technical capability of the tenderer.

3.23 It is to be noted that tender will be qualified on the basis of documents submitted alongwith the offer. The disqualification due to non submission of the requisite documents / duly attested / non legible documents alongwith the offer will be the sole responsibility of the tenderer.

### **3.24 PART-II ‘PRICE BID (BOQ):**

I. The ‘Price Bid’ shall be submitted online in the prescribed format only. The tenderer is to quote the rate for tendered work in the prescribed price format in BOQ 1 was provided in the tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.

- II. **NOTE: - Price quoted in elsewhere/other options shall be summarily ignored. Any error in quoting the rates may result into disqualifying the bidder from financial evaluation.**
- III. The rates are to be quoted in Rupees and in the prescribed price bid Proforma available online.
- IV. While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.

**DEADLINE FOR SUBMISSION OF BIDS:**

3.25 The Bids will be received up to the specified time only.

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

**LATE BID:**

3.27 Any Bid after the deadline prescribed in NIT due to any reason whatsoever will not be accepted

**OPENING OF THE TENDER:**

3.28 The Part-I –Techno Commercial Bid of the offer will be opened as per the date & time mentioned in NIT. The authorized representative/s of the tenderer is at liberty to be present at the time of the opening of the tender.

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

**EXCEPTIONS AND DEVIATION:**

3.30 Tenderer 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 tenderer should mention the deviations at their risk of rejection only in 'Form-4'. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

**BID SECURITY/ EARNEST MONEY (EMD):**

3.31 The tenderer must pay Earnest Money as per DNIT in the form of crossed demand draft (having validity of three month) in favour of "RSMML" and drawn on any bank at Udaipur. In case the EMD is in the form of Bank Guarantee (B.G.) same should be as per prescribed format of RSMML annexed with the tender and having validity of 06 month issued in favour of the Company by any Public sector bank (except SBI), /ICICI/AXIS/HDFC bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG.

3.32 Original BG shall be deposited by the tenderer and attached the same in original before the last date of online submission of tender along with other documents." failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest

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

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

- i. If the tenderer withdraws or modifies the offer after submission of the tender.
- ii. 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.
- iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv. If it is established that the tenderer has submitted any wrong information/forged documents along with the tender or thereafter.
- v. If tenderer doesn't form the society before commencement of work`
- vi. If tenderer fails to commence the work within stipulated period

#### **VALIDITY:**

3.34 Tender submitted by tenderer shall remain valid for acceptance for a period **180 (One Hundred Eighty) days** from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 180 days is liable to be rejected.

The tenderer on its own shall during the period of 180 days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, 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 for 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.

#### **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

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

- i) Meets the eligibility criteria
- ii) Is accompanied by the required securities; and
- iii) Is substantially responsive to the requirement of the Bidding documents.

3.36 A substantially responsive Bid is one, which confirms to all the terms, condition, and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:

- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
- ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
- iii) Whose rectification/acceptance would affect unfairly the competitive position of the



other Bidders presenting substantially responsive Bids?

#### **EVALUATION OF TECHNO-COMMERCIAL BID:**

3.37 The techno-commercial bids of substantially responsive 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 information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

3.38 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.

3.39 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.

#### **3.40 Criteria For Determination of Lowest Tenderer:**

- i. The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder.
- ii. The tenderer whose quoted rate is resulting into the lowest financial outgo for the company will be considered as L1 bidder. Financial out go shall be computed as total sum of ["(quoted rate by the tenderer for Job A) x (schedule total tendered quantity)" + "(quoted rate by the tenderer for Job B) x (schedule total tendered quantity)"].

#### **3.41 PRICE NEGOTIATION**

- i. Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievements 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 tender or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii. In the case, when the quotations 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
- iii. In case of negotiations, representatives of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

#### **CORRECTION OF ERRORS IN PRICE BID:**

3.42 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 discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum

originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

3.43 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.

3.44 Price Bid (part-II) only of techno-commercially acceptable tenders shall only be opened. Only such short listed tenders will be informed about the date and time of opening of the price bids.

#### **PROCESS TO BE CONFIDENTIAL:**

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

3.46 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

#### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

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

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

#### **SIGNING OF THE CONTRACT AGREEMENT:**

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

3.50 The contract agreement shall consist of -

- i. An agreement on non-judicial stamp paper of appropriate value.
- ii. Tender document, along with the addend/corrigenda, if any.
- iii. Telex/Letter of Intent & Detailed Letter of Intent/Work order.
- iv. Agreed Variation, if any,
- v. Any other document as mutually agreed.

#### **INTERFERENCE WITH PROCUREMENT PROCESS:**

3.51 In case the bidder;

- a) Withdraws from the procurement process after opening of financial bid,
- b) Withdraws from the procurement process after being declared the successful bidder,

- c) Fails to enter procurement contract after being declared the successful bidder,
- d) 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 RTTP Act, 2012 with fine which may extend to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

#### **RIGHTS OF COMPANY:**

3.52 The Company reserves the right –

- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender,
- iii) To increase/ decrease the quantity and period of contract, without any additional obligation on it,
- iv) not to carry out any part of work,
- v) to reject the offer, if it is established that the tenderer has submitted any wrong/ misleading information or forged documents along with offer or thereafter.

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

#### **REFUSAL / FAILURE:**

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

**Section-IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**INTERPRETATION OF CONTRACT DOCUMENT:**

- 4.1** Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2** Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to the Engineer-Incharge whose decision shall be final and binding.
- 4.3** In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

**SECURITY DEPOSIT (SD):**

- 4.4** The rates of Work Performance Guarantee as per the prevailing terms and condition of the Company are @ 10% of total contract value. The successful tenderer shall furnish a Security Deposit through any of the option in favour of RSMML, Jodhpur within 30 days of the issuance of Letter of Acceptance. The successful tenderer shall furnish a Security Deposit by following options:
- (i) The contractor shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Jodhpur/Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Jodhpur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, defect liability period, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- (ii) The contractor may also opt to furnish SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Jodhpur. 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”
- (iii) “The Contractor 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.
- 4.5** The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the Contractor and the Contractor has rendered. “No claim and No dues Certificate” to the Company.
- 4.6** 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.
- 4.7** The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8** All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9** In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10** 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 (Thirty) days** from the date of invoking of original Bank Guarantee.
- 4.11** In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12** No interest is payable on S.D. amount.
- 4.13** Where for execution of contract, it is required to form a Co-operative Society, and then S.D. shall be furnished by the Co-operative Society so formed and register under Society Act.
- 4.14** In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- 4.15 ADDITIONAL PERFORMANCE SECURITY.-**

- (1) 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,-
  - (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
  - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) 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.

#### **SUB-LETING OF WORK:**

- 4.16** 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

#### **DRAWINGS AND SPECIFICATIONS:**

- 4.17** Wherever it is mentioned in specifications/ drawing/ other documents or instructions that the contractor shall perform certain work and/ or provide certain facilities, it is understood that the contractor shall do so at his own cost.

#### **PATENTS/ COPY RIGHT /TRADE MARK:**

- 4.18** Contractor shall indemnify and keep indemnified the Company including its employees and authorized agents/ representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

#### **CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS / EMPLOYEES:**

- 4.19** The contractor shall be liable for sharing of profit as per Co-operative Society Act or payment of all wages and other benefits, such as leave with wages, any other (if

applicable) bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

**4.20** The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.

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

#### **STATUTORY OBLIGATIONS:**

**4.22** The Co-operative Society shall be responsible for deposition of any and all contributions, duties, levies and taxes etc to the Central or State Government authorities, for execution of the works under the contract. The Co-operative Society 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 Co-operative Society 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. Co-operative Society further agree at his cost 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 Mine Safety, IBM etc or any other civil or criminal court, tribunals by reason of any violation by Co-operative Society or his sub contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

#### **TAXES:**

**4.23** Variation in statutory taxes, duties & levies: All taxes/ duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any variation in the statutory Taxes, Duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the last date of submission of tender as reflected in the bills raised by the contractor on to the Company shall be reimburse to the contractor /payable to the Company. The Contractor/Company will claim reimbursement of such liability, supported by documentary evidence.

#### **4.24 GOODS & SERVICE TAX:**

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However , the rates will be inclusive of any other levis and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax 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 bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on interest , penalty on account of payment of GST and default in filing of returns towards 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 bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

#### **INDEMNITY:**

- 4.25 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. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.26 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.27 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/ Rules applicable on the awarded work to the contractor.

#### **WAIVER AND LIABILITY TO PAY COMPENSATION:**

- 4.28 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.29 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition



the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

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

**NO CLAIM IF WORK IS ABANDONES OR POSTPONED:**

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

**NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OFWORK:**

**4.32** If 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 specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**PROTECTION OF WORK:**

**4.33** During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary & permanent structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary & permanent structures, ramp constructed for approach to ROM hopper of C & S Plant, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed off by the Company at

the Contractor's expenses.

**USE OF COMPLETED PORTIONS:**

- 4.34** Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof, Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.
- 4.35** All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the reminder of the work, the Company may grant such extension of time as it may consider reasonable, if so requested by the contractor. The decision of the company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.
- 4.36** 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 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 Regulation 1961, MMDR Act, 1957, Mines & Minerals (Development & Regulation) amendment Act 2015, Mineral Concession Rules (other than Atomic and Hydrocarbons Minerals) -2016, Mineral Conservation & Development Rules 2017 and directives issued from time to time by the Directorate General of Mines Safety (DGMS), Indian Bureau of Mines (IBM), Explosive Act, Environment Act, Air & Water Act and/or other statutory authority. Thus, all the required permission for execution of the work at mines shall be obtained by the contractor before commencement & during operation of mines

**COORDINATION AND INSPECTION OF WORK:**

- 4.37** 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.
- 4.38** 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 be 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.

**WORK IN MONSOON:**

- 4.39** The excavation work will entail working in the monsoon also. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his own cost. The Contractor should plan the execution of work in monsoon season, well in advance.

**WORK ON WEEKLY DAY OF REST AND HOLIDAYS:**

- 4.40** Subject to the compliance of legal provisions for carrying out work on weekly day of rest and holidays, the Contractor will approach the Engineer-In-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Company from time to time.

**OTHER CONDITIONS, OVERTIME ETC:**

- 4.41** The working time at the site of work is 48 hours per week. 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. Shift working 2 or 3 shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. The Company on this account will entertain no extra claim. The contractor shall be responsible for idle wages if payable to his workers.
- 4.42** The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.
- 4.43** The provisions of Contract (R&A) Act 1970 and Workman Compensation Act 1923, Minimum Wages Act, 1948 etc. should be complied, while dealing 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.

**MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:**

- 4.44** The Co-operative society shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.
- 4.45** If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be affected/ delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such material to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company which ever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility

of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in execution of the works. The Contractor shall provide all necessary materials. Equipment and labour etc. for the execution and maintenance of the works until final completion thereof.

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

**INSPECTION OF WORKS:**

**4.47** 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 give 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.

**CONTRACTORS OFFICE AT SITE:**

**4.48** The Co-operative society shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and / or other communications etc. on its behalf from the Company.

**SAFETY, SANITARY & MEDICAL FACILITIES:**

**4.49** The Co-operative society and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided 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.

**4.50** The Co-operative society 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 belts, 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.

**4.51** The Co-operative society shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other

assistance to such affected employees/persons.

- 4.52** All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.
- 4.53** 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.

**CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

- 4.54** The Co-operative society shall have the sole and exclusive responsibility for supervision of the work by qualified person as per the statutory requirement under MMR-1961, Mines Rules 1955, Mines & Minerals (Development & Regulation) amendment Act 2015, Mineral Concession Rules (other than Atomic and Hydrocarbons Minerals) -2016, Mineral Conservation & Development Rules 2017. & he should be the member of the society. The Contractor shall also employ and engage to the satisfaction of the Engineer-In-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- 4.55** Whenever any of the member of the Co-operative society or its representative 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 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 cost /compensation in connection therewith.
- 4.56** The Co-operative society shall be responsible for the proper conduct and behavior of all his staff, foreman, 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.

**DAMAGE TO PROPERTY:**

- 4.57** The Co-operative society shall be responsible for making good at his cost to satisfaction of the Company any loss or any damage to building, structures,

equipment, installations, properties etc. belonging to the company or being executed or procured or being procured by the Company or of other agencies within the premises of the Company, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

#### **RIGHTS OF VARIOUS INTERESTS:**

**4.58** The Co-operative society 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.

**4.59** 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.

#### **POWER OF ENTRY:**

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

- i. Co-operative society has failed to execute the Contract in conformity with contract document or
- ii. Co-operative society has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or
- iii. Co-operative society has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
- iv. Co-operative society 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. Co-operative society has abandoned the work; or
- vi. Co-operative society 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 the work. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

#### **COMPANY MAY DO PART OF WORK:**

**4.61** Upon failure of the Co-operative society 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 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

**POWER TO ORDER SUSPENSION OF WORK:**

**4.62** The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. 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 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 month at a stretch then Company may consider to make some adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

**LIENS:**

**4.63** 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.

**RIGHT OF WAY:**

**4.64** The Company will provide the right of way for the facilities to be constructed under the contract. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.

**4.65** When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

**CHANGE IN CONSTITUTION:**

**4.66** The Co-operative society shall obtain prior approval in writing of the Company before any change is made in the constitution of Co-operative society or induction

or retirement of any of the partners/ directions. If prior approval as aforesaid is not obtained the Contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same.

#### **COMPLIANCE IN RESPECT OF VARIOUS ACTS:**

**4.67** The Co-operative society 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 hereunder as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.

- i) The Contract Labour (Abolition & Regulations) Act 1970
- ii) The Payment of Wages Act, 1936
- iii) The Co-Operative Society Act, 2001
- iv) The Maternity Benefit Act, 1961
- v) The Payment of Bonus Act, 1965
- vi) The Mines Act, 1952
- vii) The Payment of Workmen's Compensation Act 1923
- viii) The Minimum Wages Act, 1948
- ix) The Payment of Gratuity Act, 1972
- x) Forest Conservation Act, 1980
- xi) Air & Water Pollution Acts
- xii) Mines Rules 1955
- xiii) Metalliferous Mines Regulations 1961
- xiv) Indian Explosives Act 1984 & Indian Explosives Rules 1940
- xv) Mines Vocational Training Rules 1966
- xvi) Mines & Minerals Development & Regulation Act 2015
- xvii) Mineral Concession Rules 2016
- xviii) Mineral Conservation & Development Rules 2017
- xix) Environment Protection Act 1986 and Environment Protection Rules 1986
- xx) Indian Forest Act 1927
- xxi) Fatal Accident Act 1985
- xxii) Motor Vehicles Act, 1988
- xxiii) Apprentice Act,
- xxiv) Industrial Dispute Act, 1947
- xxv) Standing Orders Act, 1946
- xxvi) RTPP Act, 2012

**4.68** It will be the sole responsibility of the Co-operative society to ensure all sorts of payments to his members and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the society in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Co-operative Society's bills towards such payments without prejudice to the rights & remedies of the Company.

**4.69** All persons other than his regular employees engaged by the Co-operative Society 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 Co-operative Society to them.

- 4.70** The Co-operative society 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 Co-operative Society shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Co-operative Society shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.
- 4.71** The co-operative society should take adequate precautions for protecting his members working in the mines for any risk from fall of material from overburden dump, moving of machineries/dumpers, handling of explosives, movement of belt conveyers, fire in machineries/crusher/fuel & lubricant storage depot, loading of material in dumpers etc.
- 4.72** The co-operative society shall provide to his supervisors with written safe operating procedures for the work to be carried out, stating clearly the risk involved and how it is to be managed. He shall also ensure that all his workers comply with safe operating procedures.
- 4.73** The co-operative society shall submit returns to DGMS indicating - Name of his Firm, Registration number, Name & address of person heading the Firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th April, July, October & January)..

#### **COMPENSATION AND LIABILITY:**

- 4.74** The Co-operative society at his cost shall affect insurance for all persons engaged in the performance of the contract. If any of the work is sublet the Co-operative society shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- 4.75** In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.
- 4.76** The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

**LIABILITY FOR ACCIDENT TO PERSONS:**

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

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

**FORCE MAJEURE:**

**4.79** Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to lock-outs, 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, loading operations, accumulation of stock of mineral, 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.

**SERVICE OF NOTICE ON CONTRACTOR:**

**4.80** Any notice hereunder may be served on the Contractor or his/its duty authorized representative at the work site or may be served by registered /speed post 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 ..

## **SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE:**

- 4.81** 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 Jodhpur and copy to authorized representative.
  - (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.
- 4.82** 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.

## **TERMINATION:**

- 4.83** 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 provisions 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 contract, 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.
- 4.84** 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.
- 4.85** 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, equipments, 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 fully 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.
- 4.86** The Company shall also have the right to proceed in the manner prescribed in 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.
- 4.87** Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

#### **APPEALS**

- 4.88** 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 feels aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees

#### **DISPUTE, JURISDICTION:**

- 4.89** The place of the contract shall be Jodhpur (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.
- 4.90** No courts other than the courts located at Jodhpur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.91** The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

**Section-V**  
**SPECIALCONDITIONSOFCONTRACT(SCC)**

**5.1 APPLICABILITY:**

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

**5.2 Preamble:**

Rajasthan State Mines and Minerals Limited (RSMML), a Government of Rajasthan Enterprise, is engaged in the Mining & Marketing of Rock Phosphate, Lignite, Gypsum, and SMS Grade Limestone. Besides minerals, RSMML has also forayed into Energy Sector and has set up a 106.3 MW installed capacity Wind Power Project at Jaisalmer and a 5 MW Solar Power Project in the Bikaner district of Rajasthan.

**5.3 Objective: -**

The Government of Rajasthan has issued a Letter of Intent to RSMML for grant of mining lease over an area of 998 Hectares in Unroi-I & 998 hectrs in Unroi-II for Mineral SMS Grade Limestone in favour of RSMML in tahasil Ramgarh district, Jaisalmer, Rajasthan. The project is under process of grant of EC by MOEF&CC & presently at hearing stage before EAC after grant of TOR/Public Hearing/preparation of EIA-EMP through consultant. All other formalities are completed by RSMML for grant of Mining Lease by the State Government. RSMML intend to open these mines in year FY 2024-25.

The Mine Lease is a part of Khuiyala Limestone belt in Jaisalmer having Low silica High Grade Limestone bearing mineral. RSMML plans to setup and operate each mine @ 15.75 lakh tone per annum capacity for Mineral SMS Grade Limestone with dry processing for production of Limestone gitty and transport it to nearby Sanu Railway Siding for onwards dispatches by Rail to different customers of RSMML. The Mineral shall be excavated through suitable methods under open pit mechanized mining. The limestone so produced from this mine shall be supplied by RSMML to different steel plants by rail from Sanu Railway Siding under different size range of 30-50 mm, 30-60 mm & 40-80 mm to use in LD process for steel making. The undersized high-grade fines shall be recovered from crushing plant in 10-30 mm, 5-25 mm shall be supplied in power sector, cement sector, sintering plant etc either through ex-pit sale or FRO Sanu Railway siding. The product specifications have market are-

<b>Parameters</b>	<b>For steel plants in LD process</b>	<b>For Cement/power/ sintering plants etc</b>
Limestone Gitty Size	30-50 mm, 40-60 mm, 40-80 mm with tolerance $\pm 3\%$	10-30 mm, 5-25 mm with tolerance $\pm 3\%$
Chemical specifications ( Main parameters)	CaO- Plus 53% SiO <sub>2</sub> - Below 1.5 %	CaO- Plus 52% SiO <sub>2</sub> - Between 1.6 to 2.5 %

The company has envisaged the work for mines development and commencement of

mining operation including removal of overburden, drilling for blast hole as per requirement, mechanized excavation of ROM limestone (SMS grade) , its transportation to crushing and screening plant, setup of crushing and screening plant for the production of different sized SMS Grade Limestone gitti & its operations & maintenance at Unroi-I& Unroi-II SMS Grade Limestone Mines Tehsil Ramgarh, District Jaisalmer with systematic stacking of different sized gitti stocks near to crusher, concurrent backfilling & leveling of RoM rejects, land reclamation, plantation, statutory compliances, responsibilities as per time to time directives and conditions of permissions/clearances by the different statutory authorities, etc. The size & quality specifications are variable subject to variation in demand by customers.

The bidder shall carry out the work of preparation of review of Mining plan, environmental monitoring as per EC/CTO, setting up CAMS (continuous air monitoring system), facilitate RSMML in getting all statutory clearances, permits & approvals, deployment of equipment & machinery, erection and commissioning of Crushing plant and other infrastructures like explosive storage, water storage, drinking water facility, site office, rest shelter , ANFO mixing Shed, Weigh bridges, Canteen, HSD pump, VT Centre, First Aid Dispensary, store house, Workshop, operation & maintenance of the deployed equipment, machinery & plants, electricity/power facility and any other related activities required for all three shift working.

Thus, bidder will broadly undertakes pre commencement activities including procurement of applicable permits/licenses for RSMML, civil construction activities, setting-up of the plant, infrastructure, setting-up of storage facilities, development of transportation and handling facilities, etc. for the limestone mine.

Accordingly, RSMML intends for entering into a long-term agreement for a minimum period of 07 years with the provision of an extension of a further period of 03 years to develop and operate Unroi-I&Unroi-II SMS Grade Limestone Mines, Tehsil Ramgarh, District Jaisalmer with execution and compliances of various statutory authorities and developing all infrastructure facilities at mines.

Each mine will be developed during peak production period for an indicative RoM Limestone (SMS Grade) of 35 Lakh MT Per Annum (Maximum) to produce SMS grade Limestone and Sub-grade sized rejects in different size ranges.

#### **5.4 Location and Accessibility:**

SMS grade Limestone Mines as proposed for mines development and operation are located about 20 km to 25km from Sonu Railway Station, near village Sanu. The mines are situated on Sanu-Habur (Punam Nagar) -Khuiyala village road tar road maintained by BRO and 70 Kms from District head quarter Jaisalmer. Khuiyala village is located on NH-70 road. The mines can be access by constructing link road of around 4 KM road from this existing tar road from takeoff point before 500 m from Punam Nagar. Poonam nagar is well connected with Village Sanu by Tar Road. Sanu Is situated on NH-68 road running from Jaisalmer to Tanot. Sanu is having Railway Station, presently developed only for

loading of minerals for Rake movement to different destinations. The map of the proposed areas of SMS Grade Limestone Mines are provided in Plate-1.

Presently, four railway siding platform are allotted to RSMML for wagon loading at Sanu railway station, Near village Sanu, Jaisalmer. All the different fraction of gitty shall be transported from mines to Sanu Railway siding & stacked at different platforms. Sanu is the terminus railway station connected with BG line and presently developed only of mineral handling by rakes.

Low silica limestone occurs as a bedded deposit having thickness varying up to 6 meters with an average of 3.5 mtrs. The SMS grade limestone is almost outcropping, but at some places the bed is overlain by thin layer of alluvium. The pit bottom of SMS Grade Limestone confirms the contact zone between SMS Grade Limestone bed and Chalky Limestone Bed. The limestone boulder studded/embedded in clayey matter, etc. occur as a compact mass. In general, the expected recovery of the finished product (05mm/10mm-30mm, 30mm-50mm/40mm-80mm, 30mm-60 mm/40mm-80mm or any size required by the buyers) to the crusher is in the range of 70% to 72% of ROM feed. Rest 28% to 30% are the mineral rejects/fines. However, it may vary from place to place. Company shall not entertain any claim if recovery further fall below than above mention variation

After sizing, the SMS Grade limestone Resources, produced gitti in different sizes will be despatched through weighbridge to buyers / transport up to Railway Siding for further despatches by rail. Mineral rejects -5 mm size will be hauled back to work out pits for backfilling/storing and levelling to the original ground level, as much as possible. **In case of any market demand of such reject, then it will be dispatched by RSMML with 10 % of the sale price remuneration to the successful bidder on account of remanding and loading/unloading of the rejects for dispatches from mines, subject to environmental clearance by MOEF&CC and approved by the IBM.**

The tenderer should acquaint itself fully with relevant factors like depositional behaviour of limestone, recovery of limestone in the excavated ROM, crushing characteristics of the limestone, extent of the requirement of drilling, blasting etc., conditions of working site including availability of infrastructure facilities at site & propose to develop all infrastructure facilities at site in the area, Environmental condition of the area and quote its rates accordingly. The Company will not accept any claim due to ignorance of these, or, any other factors required to fulfil the work during the currency of the contract.

## **5.5 Geology:**

Geologically the area forms a part of the Jaisalmer basin of Tertiary and Eocene age rocks formations located in the western part of Rajasthan, a part of the Great Indian Thar Desert. The limestone deposit is of the younger Khuiyala formation of the Jaisalmer basin. Its surface extension is about 100 km in length & around 25 Km in width.

The rocks of the proposed area & its surrounding area consist of sedimentary sequences

representing the Paleozoic (boulder bed, sandstones, and limestone), Mesozoic (sandstone, shale, limestone), Cenozoic (sandstone), and Quaternary (gravel bed, evaporates). These sedimentary rocks are to a great extent covered by wind-blown sands from the Quaternary period.

The area under study is a part of the Khuiyala formation. The Khuiyala formation of the lower Eocene sequence contains Bentonite Shale and Fullers Earth, limestone, and Gritty Sandstone which directly overlies Sanu and Habur formations. This formation is well exposed in the whole area. However, at a few places on the northern flank, pockets of Blown sand are noticed.

The main lithological units in this formation are hard, compact Bouldery Limestone, Chalky Limestone, Bentonitic Shale, and Fuller's Earth. No structural disturbance has been observed in the area.

## 5.6 Geological Resources & Movable Reserve.

<b>Geological Reserve G-2 Level as per exploration carried out through exploratory drilling by the state Department of Mines &amp; Geology, Jaisalmer</b>		
<b>Name of Mines</b>	<b>Unroi-I</b>	<b>Unroi-II</b>
Area (in Ha.)	998	998
Khatedari Land (Tentative) (In Ha.)	17.16	37.8553
Govt. Land (Tentative) (in Ha.)	980.8399	960.1447
<b>In-situ SMS Grade Limestone Mineral Resources (RoM)(in Lakh MT) (a)</b>	890.87	842.69
<b>Recoverable Product (in Lakh MT)</b>		
1. SMS Grade Limestone (b)=a x 45% of RoM	400.891	379.210
2. Generated SMS Sub-Grade Sized Rejects (c)=a x 15% of RoM	133.630	126.403
3. Natural SMS Sub-Grade Sized Rejects (d)= (a-b-c) x 30% (12% of RoM)	106.904	101.123
4. SMS RoM Rejects to be backfilled till the market demand received 28% of RoM	249.444	235.953
<b>Thickness of SMS Grade Limestone</b>	03 mts to 09.90 mts	01 mt to 11.00 mts



**5.7 The mine plan for the area has already been approved under MCDR 2017 and MCR 2016. The first five year production planning is summarized as under :**

Name of Mines	In-situ SMS Grade Limestone Geological Resources (RoM)	SMS Grade Limestone	Generated Sub-Grade Sized Rejects	Natural Sub-Grade Sized Rejects	SMS RoM Rejects to be backfilled till the market demand received
	(a)	(b)=a x 45% of RoM	(c)=a x 15% of RoM	(d)= (a-b-c) x 30% Or 12% of RoM	(e)=(a)-(b) - (c) -(d) 28% RoM
A	Up to three years from the year of commencement.				
Unroi-I	17.50	7.875	2.625	2.10	4.90
Unroi-II	17.50	7.875	2.625	2.10	4.90
Total	35.00	15.75	5.25	4.20	9.80
B	From Fourth Year Onwards.				
Unroi-I	35.00	15.75	5.25	4.20	9.80
Unroi-II	35.00	15.75	5.25	4.20	9.80
<b>Total</b>	<b>70.00</b>	<b>31.50</b>	<b>10.50</b>	<b>8.40</b>	<b>19.60</b>

**5.8 Validity of Mining Lease:**

- I. Letter of Intent for SMS Grade Limestone Mines has been issued by the Mines & Petroleum (Group-II) Department, Government of Rajasthan, Jaipur vide order dated 05/01/2022. The validity of Both the mines will be 50 years from the date of registration of the Mining lease after the grant and execution of the mining lease on compliances of LOI.
- II. The validity of Mining Lease granted in favour of RSMML on compliances of LOI dated 05/01/2022 & its subsequent order issued for Unroi-I & Unroi-II SMS Grade Limestone Mine shall be 50 years from the date of registration.

**5.9 Land status and land to be acquired:**

Out of 1996.0 Hectares, Area, 1940.97 Hectares is Govt. land, and 55.01 Hectares land is Private. The share of private land in the proposed areas is 2.75% of the total LOI area. The issues related to private land acquisition/ purchase required during the mining operations shall be facilitated by the successful bidder.

**5.10 Environmental Status:**

The conditions stipulated in environmental clearance and consent to establish/consent to operate shall be complied with and implemented at mines during the mining operation. The successful bidder shall be responsible and liable for any penalty imposed by the MOEF&CC and RSPCB.

The project is under process of grant of EC by MOEF&CC & presently at hearing stage before EAC after grant of TOR/Public Hearing/preparation of EIA-EMP through consultant. All other formalities are completed by RSMML for grant of Mining Lease by the State Government.

The qualified bidder shall facilitate for preparation of the Consent to Establish (CTE) & Consent to Operate (CTO) application and submitted under the signature of the authorized officer of RSMML to the Rajasthan State Pollution Control Board for their grant and follow-up with concern for timely grant of consent. The application fees shall be deposited by RSMML.

The conditions stipulated in environmental clearance and consent to establish/consent to operate shall be complied with and implemented at mines during the mining operation. The qualified bidder shall be responsible and liable for any penalty imposed by the MOEF&CC and RSPCB.

The qualified bidder shall ensure that the rain water entering into the mine from dumps, benches and other places is diverted through making trenches/Garland Drains.

### **Special condition of contract**

#### **5.11 Contract To Be Executed by The Co-Operative Society Only:**

In view of prohibition of employment of contract labour in limestone raising including breaking, sizing, sorting etc. under the Contract Labour (Regulation and Abolition) Act, 1970; this tender has been called from Co-operative Societies which are registered under the Co-operative society act 2001 or any other Co-operative society act of India or who forms the Co-operative society and get that registered and produce the relevant certificates along with the list of members of the Co-operative Society, within 21 days from issue of LOA / DLOA before commencement of work. No person who is not a member of the Co-operative Society shall be allowed to work in the mines.

#### **5.12 SCOPE OF WORK**

The scope of the Work (the "Scope of the Work ") shall mean and include all the activities required to develop and operate the Unroi-I/Unroi-II Limestone Mine, excavation of Mineral Limestone from the Mine, construction of Crushing Plant, dry Processing of the excavated Mineral Limestone in Crushing Plant and delivery of the sized limestone gitty at the Delivery Point identified by RSMML at Sanu Railway siding by road transportation. Unroi-I/Unroi-II Limestone Mine shall be developed to achieve a Peak Rated Capacity of 1.50 MTPA (or 15,00,000 Tonne per annum) SMS grade Limestone with ROM Handling around 3.50 MTPA. The limestone gitty is to be loaded into Tipper/dumper deployed by Successful bidder own/ customers of the RSMML & transport it to railway siding Sanu. The Successful bidder shall undertake all activities including but not limited to, the activities mentioned hereunder.

Scope of work under this tender broadly shall include but not limited to the followings:

##### **Job-A: Mining, Sizing & screening**

Mechanized open pit Mining using HEMM and deep hole drilling & blasting, transportation of ROM Limestone up to sizing & screening plant, Commissioning of Sizing & Screening plant as per work requirement, its operation & Maintenance for production of SMS grade limestone in different size range as per market demand, proper handling and loading of different size product/by product, concurrent backfilling of rejects generated from sizing & screening plant in mined out pit followed by reclamation and plantation work in mined-out backfilled area.

### **Job-B: Transportation up to railway siding**

The limestone gitty is to be loaded into Tipper/dumper deployed by Successful Bidder into own/ customers of the RSMML for dispatches from mines either to railway siding Sanu or elsewhere as per order and transported by Tippers/dumpers to Sonu Railway Siding and stacking there in proper manner.

#### **5.13 Scope of work generally include but not limited to the following :**

5.13.1 The crusher should be so designed to produce the additional 20% increased quantity, if company so desired to enhance the production as per the respective clause under the tender.

5.13.2 The crushing should be done in multi stages (primary crushing may be either jaw or roll crusher but secondary crushing should only be toothed roll crusher of required capacity) and then screening of crushed limestone in the crushing & screening plant of the Co-operative Society at Unroi Limestone Mines no.- 1, so as to produce crushed & screened limestone gitties (finished product) in following sizes (with in a permissible limit of 3% in the oversize & undersize)

- (i) (+)40 mm to (-)80 mm
- (ii) (+)30 mm to (-)60 mm
- (iii) (+)30 mm to (-)50 mm
- (iv) (+) 05mm/(+)10 mm to (-)30 mm
- (v) Or any other size range as suggested by the company as per market demand.

5.13.3 In addition to the finished limestone product(s), in the sizes specified above, the Co-operative society will also be required to screen and segregate limestone fines from the pre-crushed limestone of (-) 30 mm fraction in two size fractions, separately, i.e. into

- i) (+) 05mm/(+)10 mm to (-)30 mm
- ii) (-) 05mm/(-)10mm
- iii) Or any other size range below (-) 30 mm as suggested by the company as per market demand.

Note: The above size ranges of product as well as by - product are indicative and can be varied by the company depending upon the market demand. The Society shall have to comply with the instruction of the company in this regard without any extra cost. The product in the size range of +10 mm to -30 mm shall be termed as *Mineral Sized Rejects* and that of -5 mm as *Mineral Rejects*.

5.13.4 Loading, Transportation, concurrent backfilling in mined out area and leveling of rejects/talus generated from the crushing plant as per direction of the company/ or as per mining plan/scheme. The Co-operative society shall have to level the rejects dump area so as to keep the level of the back filled rejects dump area up to the original ground level.

5.13.5 All incidental and or contingent works required as specified elsewhere in this tender for the performance of works shall be done by the co-operative society at its own cost and expenses and the same would not qualify for any extra payment.

5.13.6 It shall be preferably for the successful bidder to commence the mining operation from the maximum lead and then to retreat towards its C&S plant.

- 5.13.7 Excavation of limestone upto full depth shall be done in one or more benches as per provisions of the Metalliferous Mines Regulation, 1961 and as per approved mining plan/ review of mining plan by the Indian Bureau of Mines
- 5.13.8 The Co-operative society will maintain the quality of limestone intact as available in situ and shall not make/ cause/ allow any contamination/ dilution. Any loss or degradation of limestone purity will constitute breach of contract and any loss or damage caused to the company on this account will be recovered from the bills/ security deposit of the Co-operative society.
- 5.13.9 Sorting to eliminate waste material/ interburden if needed shall have to be undertaken by the Co-operative society, at its own cost so as to ensure that chemical analysis of limestone produced confirms to the specifications prescribed in this tender document. No payment will be made for sub grade limestone produced by the Co-operative society and such sub-grade limestone shall be the property of the company.
- 5.13.10 It shall be the responsibility of the Co-operative society to ensure that neither any layer of steel grade limestone is left unexcavated nor any unwanted excavation of waste/ chalky limestone bed, below steel grade limestone bed is done. The Co-operative society shall be responsible for cost, losses, damages etc. for any loss or degradation of low silica SMS limestone on this account.
- 5.13.11 The Society shall design and construct retaining wall , ramp and other associated civil works on its own..
- 5.13.12 The Co-operative Society has to design, procure, install & commission its Crushing & Screening plant along with all ancillary installations, Civil works, etc. and achieve the rated capacity to produce scheduled targeted production per month of finished product from the crusher installed at mine within the time frame as specified elsewhere in this contract.
- 5.13.13 Undersize and/ or oversize in the finished product should not be more than 3% by weight each, or any other percentage specified by the company.
- 5.13.14 The finished product size is indicative and can undergo for any change as per the requirement of the customer. The co-operative society has to provide the same at no extra cost to the company.
- 5.13.15 The Co-operative society shall have to dump ROM Limestone on the grizzly of the Co-operative Society's Crusher after going over the ramp for which no extra payment shall be made.
- 5.13.16 Due precaution has to be taken by the co-operative society to reduce the fine generation during crushing of ROM.

#### **5.14 For Transportation work**

The transportation work under this tender broadly include:-

- a) Deployment of suitable capacity & sufficient requisite numbers tippers/dumpers with operating personnel's in all three shift at all crushing and screening plant for direct loading of finished limestone at Mines and further transportation to Railway Siding Sonu
- b) Loading of various sizes of limestone gitti into tippers/dumpers deployed by contractor/Company's authorized customers, by gravity/by mechanical loader from different crushing plant(s)/stack(s)/manual pits etc. at Mines. In case of failure to do so the company will carry out the work at the risk and cost of the society.

- c) For gravity loading into Trucks/ Dumper, whether for transportation up to railway siding/ex-pit loading or loading into trucks/dumpers of mining contractors for dumping in their stacks at mines/near their C&S plant, the society shall deploy requisite permanent personnel's in sufficient number on regular basis in all 3 shifts to operate the hoppers of all C& S Plants (Dept. as well as contractual)In case of stacking at near C&S Plants, mining contractor shall deployed the requisite permanent personnel's to operate the hoppers for transportation/ expit sale. society shall deployed the requisite permanent personnel's to operate the hoppers of all C&S plants.
- d) Weighment of empty/loaded tippers at Company's weighbridge at Mines of RSMML&/or any other notified weighbridge between mines & railway siding. Unloading of excess material from vehicles loaded by gravity loading/loader loading and maintenance of separate stack yard for each size of material at/near company's weighbridgeand society will ensure avoid of mixing of various sizes at mines during final weighment of vehicles for E-ravanna generation.
- e) Transportation of limestone gitti through tippers/dumpers deployed by contractor own from Mines to Sanu railway siding plots allotted/land in possession of the company and as provided by the company to the Co-operative Society at Sanu railway station from time to time.
- f) Unloading of limestone gitti after weighment at authorized weighbridge of Company at Railway siding from the tippers/dumpers and suitable, safe and properly leveled stacking of the limestone gitti at railway siding at Sanu railway station, as per direction of the company.
- g) Removal of spillage of gitty occurs on account of tippers loading and transportation of limestone gitti within the mining lease area as well as access road at Railway siding.
- h) Removal of spillage of gitti, occurring on account of transportation of limestone gitti on road connecting mines to Sanu railway siding, within 24 hoursby manual/ mechanical.
- i) All trucks/ tippers/ dumpers reaching at Mines at different weighbridges should be authenticated/ allocated for specific weigh bridges and different C&S Plants, without authentication trucks/ tippers will not be allowed for weighment/ loading of limestone Gitti in both case empty as well as loaded trucks. The Co-operative society shall also deploy their members at all operative weigh bridges for smooth and systematic movement of trucks/ tippers. The name of members will be given in advance to EIC
- j) The tippers loaded with limestone gitti at mines shall be cross checked for proper sizing either by third party analyst or any other authorized person of company/ EIC. The loaded tippers approved on account of quality shall only be allowed for weighment and further transport to Sanu Railway Siding However those tippers rejected on account of quality shall be unloaded at separate designated stacking yards for different sizes at Mines for which no additional payment shall be given.

- k) The company draws samples of material from each truck at the time of loading as well as at the destination to determine its various parameters (Like constituents and moisture etc.). The co-operative society 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. The cost of such material rejected on the grounds of loss of quality in transit (Deemed as loss of material) shall be recovered from the co-operative society at the prevailing prices and taxes thereon. Also no payment of remuneration for transportation of such material shall be admissible to the co-operative society.
  - l) The Co-operative society shall be responsible for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative society including during the transit.
  - m) In case of Breakdown of any vehicle and/or Seizure of any vehicle (by any lawful agency for any reason whatsoever), carrying the material, the co-operative society shall immediately inform the Engineer-In-Charge or the Officer authorized by him, about such breakdown. Also the co-operative society shall have to make alternate arrangement for transportation and delivery of the entire material from such vehicle within 48 hours of the incident. If the co-operative society fails to do so then the company would recover an agreed compensation @ prevailing sale price per MT and no payment of remuneration for such material shall be paid or be admissible to the co-operative society.
  - n) If it becomes inevitable to transfer the material from one vehicle to another in transit, for any reason, then co-operative society should inform Engineer-In-Charge / Officer authorized by him. Drawing of samples and analysis of material from the transferred vehicle and its Weighment will be made at co-operative society's cost in presence of the representative of RSMML. Should there be any loss of weight or property of the material, the same will be recovered from the co-operative society.
  - o) All incidental and /or contingent works required for the performance of works shall be done by the co-operative society at its own cost and expenses and the same would not qualify for any extra payment.
  - p) It is essential to keep one loader at mines all the times for lifting of limestone from stacks/spillage cleaning etc.
  - q) It shall be the responsibility of the society to provide sufficient/adequate nos. of loaders in all working shifts for uninterrupted loader loading work for loading of ex-pit sale trucks as well as transportation of limestone by trucks from mines to railway siding.
  - r) In case the limestone of different size is to be dealt with, then transportation, stacking of such products would be carried out separately as per directions of the company.
- 5.14.1 The unloading of limestone from the tippers/dumpers shall be carried out as per the direction of the Company. The Co-operative society shall make properly leveled stack at its own cost.

Co-operative Society shall have to make arrangement for stacking of limestone gitti at the Railway plots in such a way that 3m. to 5 m. high heaps are formed

**5.15 The Successful Bidder shall carry out the activities to accomplish the above work-**

- i. The Successful bidder shall facilitate RSMML in obtaining statutory permissions applicable from different Government Departments/ Organizations such as Revenue, PHED, GWD, CGWB, Electricity, Mining, Forest, Labour etc. The proposal shall be prepared and submitted by the Successful bidder to the concerned authorities under the signature of the authorized officer of RSMML. The Documented payments to Government Instrumentalities of charges /fees, as demanded shall be deposited by the RSMML.
- ii. The Successful bidder shall facilitate RSMML in obtaining permission/NOC for mining activities from the district administration. The proposal shall be prepared and submitted by the Successful bidder to the concerned authorities under the signature of the authorized officer of RSMML. The Documented payments to Government Instrumentalities of charges /fees, as demanded, shall be deposited by the RSMML.
- iii. The Successful bidder shall carry out mining from the offered area at each mine. The removal & backfilling of overburden/rejects, mining, raising, sizing of SMS Grade Limestone by mechanized means and transportation upto railway siding shall only be carried out by forming Co-operative Societies (registered under Rajasthan Co-operative society act 2001 or any other Co-operative society act of India) within 21 days from the date of issuance of Detailed Letter of Acceptance (DLOA) by RSMML. The Successful bidder shall submit papers of Co-operative Society including their registration, resolution, list of society members before commencement of mining operations. The Successful bidder shall intimate RSMML immediately whenever any change in the resolution of Co-operative society/ change of members in the Co-operative society and time to time amendment in resolution of the society. The mining operations will be carried out under the overall supervision and control of RSMML.
- iv. The successful bidder/s shall be solely responsible for carrying out all mining activities as per the provision of MMR-1961, circulars and directions/orders issued by DGMS from time to time. The Successful bidder/s should formulate SOP (standard operating procedures) for every activity based on model conditions for adopting a system of deep hole blasting and/or working opencast mines by deploying heavy machinery for digging, excavation, and removal of ore, etc. under Reg. 106(2)(b) of MMR 1961.
- v. The successful bidder/s shall abide and comply with the specific recommendations of the Conference on Safety in Mines, applicable to contractor's work at mines. In this regard contractor shall submit the compliances report of the above recommendations to the Mines Manager at the frequency as decided by DGMS. The contractor shall strictly comply with the same without any additional cost.
- vi. The mining work shall carry out as per the provisions of Mines Act 1952, MMR 1961, Explosives Act 1884, and all other relevant acts, rules, by-laws, and statutory provisions and instructions given by the Company and/or Mines Manager/Engineer-In-Charge from time to time. The Successful bidder shall be responsible and liable for any statutory violation and penalty imposed by any government authority and shall be

responsible and liable to rectify any statutory violation and in case of penalty imposed by any government authority, the same shall deposited by successful bidder/s.

- vii. Successful bidder shall undertake all activities for obtaining all statutory clearances, permits and approvals on behalf of RSMML for the commencement of mining, crushing plant operations. Any technical study required for the grant of such statutory clearance shall be under the scope of the project for Successful bidder. Documented payments to Government Instrumentalities for obtaining statutory clearances and approvals, shall be borne by RSMML itself
- viii. The Successful bidder shall facilitate RSMML in preparation, presenting, and submission of the proposed mine layout plan, pit design, drilling, and blasting pattern, equipment combination, handling of overburden including its use, stacking of different grades & size of SMS Grade Limestone, and generated subgrade sized rejects, backfilling of RoM rejects, leveling, loading of different size SMS grade limestone and Sub Grade sized rejects in trucks/tippers at C&S plant deployed for weighment and transportation to customers destination or railway siding of RSMML etc.
- ix. **Work as per Mining Plan:** The Successful bidder shall carry out the mining operation and other allied activities as per the approved mining plan by the approving authority. The Successful bidder shall be responsible and liable for any penalty imposed by the Indian Bureau of Mines on violation/ non-compliance of any rule under MCDR-2017 & working as per the approved mining plan. The copy of approved mining plan will be provided to successful bidder at the time of commencement of work.
- x. Successful bidder shall be responsible for preparation of the Review of Mining Plan along with the Progressive Mine Closure Plan, updating in the scheme of mining every 5 years and for procuring approval on them, on behalf of RSMML in accordance with the provision of MCDR, 2017 under MMDR Act-2015 (Amendment). Documented payments to Government Instrumentalities for obtaining such approval shall be borne by RSMML itself.
- xi. **Exploration works as per Mining Plan:** The Successful bidder shall undertake G1 level of exploration of the Mineral Limestone deposit in accordance with Mine Plan. All such data generated through these processes and the geological report shall be submitted to RSMML
- xii. **Handling of the product/by product/rejects:** The Successful bidder shall store the sub grade SMS limestone fines of 5-30 mm size in the mined-out pit, if could not be sold by RSMML.
- xiii. The Successful bidder shall ensure concurrent backfilling of rejects, its leveling, and plantation within mined-out land as per the approved mining plan/review of the mining plan. The financial assurance amount as bank guarantee to be considered on noncompliance area at the time of approving next review of mining plan and bank guarantee commission charges thereon shall be retained and recovered respectively from the Successful bidder on actual.
- xiv. Successful bidder shall load all products/by-product of limestone gitty in buyers' trucks or the trucks /tippers deployed by the Successful bidder for transportation work up to railway siding. However, during process some quantity may be kept stacked near to crushing plant, which shall be loaded by Successful bidder for onward dispatches from mines.



- xv. The Successful bidder shall ensure that the rain water entering into the mine from catchment area and other places shall be channelised through making trenches/Garland Drains.
- xvi. **Statutory/other Manpower:** RSMML as the owner of the mine, shall at its own costs appoint the statutory manpower (including Mine Manager) of the mine as per Applicable Laws including in relation to the qualification requirements set out under the Mines Act, 1952, the Metalliferous Mines Regulation, 2019, directions by the Director General of Mines Safety (DGMS), and other Applicable acts, laws, and regulations.
- xvii. The Successful bidder shall also appoint and deploy all other manpower and workmen required for the Project apart from the ones required for statutory manpower positions.
- xviii. Apart from the statutory manpower of the mine deployed by RSMML, the Successful bidder at its own cost, shall also, specifically make appointment for each of the statutory manpower positions i.e., deploy persons holding requisite statutory competency certificates issued by the concerned statutory authorities for conducting different mining activities/ operations safely abiding by the relevant laws and statute.
  - a) Bidder shall appoint at least following statutory qualified persons as per statutory requirement, according to extent of working and scale of mechanization. At the time of commencement of the work, the Bidder shall submit the list of qualified and statutory corticate holder's supervisory personnel for carrying out supervision in contractual working area and adhering the compliance of statutory provision & Standard Operating Procedure (SOP) under Mines Act 1952, Metalliferous Mines Regulation 1961 and rules made there under for safe working in each shift.
  - b) Second Class Managers: One in each working shift and one additional for drilling & blasting operation in general shift having at least a Second-Class Manager's Certificate of Competency under MMR1961.
  - c) Mines Foremen: One for every working shift having at least a Mine foreman Certificate of Competency under MMR1961.
  - d) Mines Foreman: One for each working pit for drilling & blasting operation having at least a Mine Foreman Certificate of Competency under MMR 1961.
  - e) Mining Mates: The no. of Mining Mates should be at least double of Mines Foreman in each working shift having at least a Mining Mate Certificate of Competency under MMR196 1.
  - f) Blaster: One for each working pit for blasting operation having at least a blaster Certificate of Competency under MMR 1961.
  - g) Mechanical Engineer: One in each working shift and one additional in general shift to hold over all charge of all machinery having Degree/Diploma in Mechanical engineering. vii) Electrical Engineer:
  - h) Electrical Engineer: One in general shift to hold over all charge of all electrical installations having Degree/ Diploma in Electrical engineering
  - i) Electrical Supervisor: One electrical supervisor holding valid competency license of electrical supervisor including mining installation.
  - j) Electrician: One electrician ITI in Electrical trade/Wireman license holder in each working shift.

- k) The no. of statutory personnel appointed by Bidder according to above are minimal and he may require to appoint more such persons if any statutory agency pointed out during their inspection or requirement assessed by Mines Manager in this respect. Decision of Mines Manager will final and binding on Bidder in this respect.
- l) If RSMML consider proper, these statutory personnel appointed by Bidder may be placed on deputation with the Company during the tenure of the contract. The 'deputation' will cover only appointments of these statutory personnel on a temporary basis limiting to the period of contract. It will not create any right of permanent appointment, employment or final absorption of any statutory personnel in the Company at any point of time. An affidavit to this effect will be submitted by Bidder and individual at the time of their deputation in prescribed format by company.
- m) The above statutory personnel on deputation shall be under functional control of the Company (RSMML) for carrying out statutory duties and holding responsibilities under statute during the tenure of the contract.
- n) The Bidder shall inform in writing to Company regarding absence, termination, resign of any such statutory person and alternate person within 15 days of such absence, termination or resign. In case of failure to do so pre-determined pro-rata compensation shall be applicable. The Bidder shall also submit the record for any new appointment, absence and termination of these statutory personnel in writing to the Company on monthly basis.
- o) The wages, including provident fund, ESI, ex-gratia, Bonus or any other allowance by whatsoever name and revision if any made there under etc. and paid leave benefits/wages to these statutory personnel shall be fixed by the Bidder and informed in writing to the Company at the time of deputation during the tenure of contract.
- p) The wages and allowances etc of these statutory personnel on deputation with the Company shall be paid by the Company on the basis of their attendance and leave.
- q) The payment of wages etc, after applicable statutory deductions, shall be made by the Company to their individual bank accounts on monthly basis during tenure of the contract.
- r) The Bidder shall be the parent employer of these statutory personnel and shall also have the administrative control over them. Accordingly, any expenditure accrued on account of superannuation, retirement including voluntary retirement, resignation from services, encashment of leave & payment of gratuity, PF & payment of gratuity, any compensation etc. shall be borne by the Bidder. In case of any eventuality these statutory personnel on deputation /their legal heirs/dependents will not entitle to claim any compensation/compensatory appointment from company.
- s) The monthly amount paid by the Company on account of wages, allowances and compensation, claims on account of insurance etc. accrued under any statute for statutory personnel on deputation with the Company shall be deducted from the RA bills payment of the Bidder.
- t) Deputation of any or all such statutory personnel may rescind on sole discretion of Company at any point of time.
- u) The above provisions shall not apply to other employees and staff appointed by the Bidder for execution of contractual scope of work and obligations.

- v) For purpose of calculation of pre-determined compensation for non-deployment of such statutory personnel during a calendar month, attendance of such qualified persons Shall be verified by Mines Manager.
- w) The Bidder shall also deploy, on its roll, one qualified Geologist for each working pit and one qualified Mine surveyor for each working pit within mobilization period.
- x) Absence of any statutory persons on deputation or qualified person/s as mentioned above for a period of more than 15 days in a calendar month shall be treated as non-engagement for this purpose & pro-rata compensation will be deducted.
- y) Deployment of statutory & qualified personnel computed as per above has to be maintained throughout the contract period except mobilization period. Non deployment and prolonged absence will attract a pre-determined compensation as under:
  - Non deployment of Second-Class Manager/ Mechanical Engineer /Electrical Engineer: Rs. 40,000/- (Rs. Forty Thousand) per month per person.
  - Non deployment of Mine Foreman/Electrical supervisor/Mine Surveyor/ Geologist: Rs. 30,000/- (Rs. Thirty Thousand) per month per person.
  - Non deployment of Mining Mate/Blaster/Electrician: Rs.20,000/- (Rs. Twenty Thousand) per month per person.
- xix. The Successful bidder shall be responsible and liable to pay penalty as per MM (D&R) Act, 2015, Mineral (other than Atomic & Hydrocarbon Energy Minerals) Concession Rules-2016, Mineral Conservation & Development Rules-2017 or time to time amendment/s therein, circulars/ notifications.
- xx. If the Successful bidder is found involved in illegal mining activities/ theft of SMS Grade Limestone, Sub Grade sized rejects, RoM rejects etc. during the agreement period then any penalty imposed by the Government, or any other statutory bodies will be recovered.
- xxi. **Duties/Taxes:** The taxes, duties, and any other levies, etc., as applicable, will be payable by the Successful bidder. Any revision/new imposition of duties, taxes, levies, etc., as, and when made applicable by the Government, shall be paid/recovered from the date of applicability and without any demur, dispute, and protest.
- xxii. The surface area across the Mining Lease area are required in phased manner as mining of Mineral Limestone proceeds over the Mining Lease area. The Successful bidder shall undertake activities on behalf of RSMML relating to obtaining consent from the landowners for operating over such land(s) for a short-term during process of mining as per advancement of faces under approved mining plan.
- xxiii. **Deployment equipment:**
  - (i) The Successful bidder shall, at its own cost, deploy appropriate HEMM Equipment for mining and CRUSHING PLANT operation, and shall procure adequate after sales maintenance support and comply with the standard recommendations for operations and maintenance of the Equipment. The size and capacity of Equipment to be deployed by successful bidder shall be at par as per the Approved Mining Plan.
  - (ii) Any change in the size/ configuration of Equipment being deployed at the Mines shall be done only with the consent of RSMML. If any approval is required from any statutory Authorities due to the change in the Equipment deployment plan and/

or equipment configuration, the same shall be procured by the Successful bidder at its own costs.

- (iii) The Equipment configuration deployed by the Successful bidder shall at all times during the Contract Period comply with the Applicable Laws, including those imposed by RSMML or any government agencies or authority such as the MoEF&CC, IBM and Directorate General of Mines Safety (“DGMS”).
  - (iv) Excavation of Mineral Limestone from the Mine and feeding the excavated Mineral Limestone (RoM) into the CRUSHING PLANT.
- xxiv. **Commissioning , Operation & maintenance of Crushing plant:** Construction and commissioning of the suitable size Crushing Plant (equipped with all dust control measures as per set guide lines for crusher) to get optimum recovery of average 45 % of RoM Limestone on monthly basis (by weight of total RoM feed) of limestone gitty in 30-80 mm size product by sizing and screening to produce different size of limestone gitty as per targets under work and requirement of RSMML to supply in different sector.
- xxv. **Monthly survey** of the excavated area and volumetric assessment of the material handled from mines, updating surface working plans & sections on monthly basis as per statute and Annual Drone survey of the Area as per IBM guidelines under MCDR-2017 and submit to RSMML.
- xxvi. **Total quality control at mines& crushing plant** to assess proper physical and chemical specifications of the product generated and supplied. However, RSMML by its own or through outside agency cross check the quality of limestone produced & dispatching from Mines to ensure proper specification/ grade of production and dispatches of the limestone under the contract. The Successful bidder will take all corrective action, if required under instruction of RSMML to maintain the quality of limestone.
- xxvii. **Loading & Transportation:** Transportation of Limestone Gitty from crushing plant and delivery of limestone gitty at the Delivery Point i.e. Sanu Railway Siding.
- xxviii. Stacking of sized limestone at crushing plant upto 10% is allowed & shall be transported as per requirement after proper loading into tippers.
- xxix. Installation of weighing equipment of suitable size and capacity as per the provisions of this Agreement.
- xxx. Loading & Transportation of Limestone Gitty from Mines to Sanu railway Siding by tippers of suitable capacity commensurate with the railway platform size.
- xxxi. **Road work:**The construction, repairing and maintenance of the mine haul road, approach road, link road up to existing coal tar public road approaching to the railway siding shall be the responsibility of the bidder during the contract period.
- (i) the Successful bidder shall construct and maintain any roads as may be required for the for proper delivery of limestone gitty from the Mine to railway siding.
  - (ii) the Successful bidder shall progressively construct & maintain approach roads along with the progressively moving mining activity across the Mining Lease area.
  - (iii) the Successful bidder shall construct and maintain all roads required for the purpose of transportation between location of mining operation, CRUSHING PLANT and the Delivery Point i.e. Sanu Railway siding.
- xxxii. **Dust suppression and water sprinkling:** Water sprinkling will be done by the Successful bidder in the road or any place in the mine where required for dust

suppression to the satisfaction of mining laws and guidelines. The Successful bidder shall deploy and continuously operate sufficient number of water sprinklers of capacity as per the Approved Mining Plan for suppression of dust.

- xxxiii. **Illumination at Mine:** Successful bidder shall make its own arrangement for illumination of Mine and the facilities erected as per the requirement of mining activity, complying industry standard practices and Applicable Laws.
- xxxiv. **Power:** Successful bidder shall make arrangement for drawing power and electrification of all facilities needed for the Project. The cost of power to be borne by the Successful bidder itself.
- xxxv. **Reclamation:** The Successful bidder shall be responsible for all reclamation activities including backfilling/dumping of rejects into the mined-out area in mining lease.
- xxxvi. **Plantation** on excavated areas and dumps for reclamation purposes and in accordance with the Mining Plan and Mine Closure Plan.
- xxxvii. **Environmental Monitoring:** Successful bidder shall perform all its obligations with respect to monitoring of all parameters schedule manners as prescribed in approved EC by MOEF&CC and CTO by RPCB
- xxxviii. **Corporate Social Responsibility (CSR) Activities:** Successful bidder shall perform all its obligations with respect to CSR activities as per Companies Act 2013 and shall be responsible for the funding towards it. Such activities shall also include, but not limited to, health check-up in the project affected area. Successful bidder shall also perform all its obligations with respect to Corporate Environment Responsibility (CER) activities as per the guidelines issued by MOEF&CC.
- xxxix. The Successful bidder shall ensure compliance of all Applicable Laws, regulations, acts and government orders/circulars or guidelines for public procurement, during Contract Period and Extended Contract Period.
  - xl. Performance and fulfilment of all other obligations of the Successful bidder in accordance with the provisions of the Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Successful bidder under the Agreement.
  - xli. Any other work, as may be assigned by RSMML from time to time during the contract period, incidental to development & operations of Unroi-I/Unroi-II Limestone mine and construction & operation of CRUSHING PLANT.
- xlii. **Water Supply, Power and Land for Office/Plant Etc:**
  - a) **Land:** The Successful bidder shall make its own arrangement for land for construction of field office, workshop, etc. (as per requirement in the Scope of work). The Successful bidder shall at his/ its own cost construct all such structures or building with suitable water supply, electricity and sanitary provisions (to avoid toilet in open field) etc. in the above place.
  - b) The Successful bidder shall commission required capacity of crushing plant commensurate with the annual targets of production of the different sizes of limestone gitty from RoM limestone & make proper arrangement of power and electricity for operation of plant is his/its own cost.
  - c) **Water:** Successful bidder shall make its own arrangement for all the water requirement of operations including that of drinking water, water to be used in dust suppression etc.

- d) Power/Electricity: It is needless to mention that Achieving of the contractual targets under the contract as per the scope of work is the sole responsibility of the Tenderer. For the purpose, Tenderer shall make all arrangement including Power supply, water supply at site. In case of failure in regular Power supply of JVVNL failure, the alternative arrangement of power supply like DG Set etc for smooth operation/production is the responsibility of the Successful bidder, for which no extra payment/ charges shall be payable to the Tenderer by the company. The failure of power supply of JVVNL shall not form basis in any case for waiver of compensation, if any on shortfall in contractual targets under the contract.
- e) On completion of the entire contract work undertaken by the Successful bidder contractor, all civil structure/s with furniture & fixtures developed by the Successful bidder. in lease area of RSMML, shall be property of RSMML The Successful bidder shall hand over the same to RSMML & have no claim whatsoever in respect thereof.
- f) The RSMML reserves the right to ask the Successful bidder at any time during the pendency of the contract to vacate the land, site, buildings etc. in the lease area of the RSMML by giving 7 (seven) days' notice on security reasons or on material interest by providing alternative site at cost and risk of the Successful bidder. The RSMML also reserves the right to take over the said structures/ building in lieu of reasonable compensation, as mutually settled.
- g) Weigh Bridge: The Successful bidder shall construct two pitless weigh bridge of suitable capacity and size with operator room and store in each mine lease for smooth weighing of the trucks before dispatches to buyers/railway siding. This shall be well equipped with proper power connectivity, high speed internet facility, new computer & printing system to generate e-ravanna through DMG server and ERP software of RSMML. The annual certification from weight & measurement department shall be carried out as per statute on regular basis & keep proper required capacity of weights all the time for calibration. The Weighbridge shall operate under supervision and control of RSMML, and its maintenance charges shall be borne by the Successful bidder only.

The Successful bidder shall ensure that sustainable mining practices are followed with usage of state-of-the-art technologies, energy efficient equipment and clean energy source for low carbon footprint.

#### **5.16 Details To be Furnished Prior To Commencement Of Work**

Following details required to be furnished by the successful tenderer to the Engineer-in-Charge before commencement of work at mines;

- i. Document regarding formation of co-operative society, Details of the society members along-with supervisory statutory men power who will be engaged for execution of the work.
- ii. Initial medical examination certificate required in prescribed Proforma of such Co-operative Society members.
- iii. Initial Training Certificate as per Vocational Training Rules applicable for mines, if any
- iv. List of HEMM / equipment / machinery etc. including all safety features described by DGMS & pollution control measures along with its technical specification / make model / purchase invoices/ Registration Certificates.

- v. HEMM deployed by cooperative-society must be installed with Safety & pollution control measures as per statute
- vi. Details of the crushing unit proposed to be installed.

#### **5.17 Liabilities in Respect of Contractor's Machinery etc**

- i. The Co-operative Society shall be responsible for maintaining & operating the machine deployed by him for the contracted work in such a way that machine operate at full capacity & with due regards to safety & ensure compliance of the provision of regulations 171 to 176 of the MMR-1961 Metaliferous Mines Regulation 1961, Mines & Minerals (Development & Regulation) amendment Act 2015, Mineral Concession Rules (other than Atomic and Hydrocarbons Minerals) -2016, Mineral Conservation & Development Rules 2017 .
- ii. Every HEMM like hydraulic excavator etc. deployed for the contractual work by the Co-operative society shall have AC operator cabin, be fitted with automatic fire extinguisher of a type approved by the DGMS. The RSMML may not allow deployment of any HEMM is not fitted with such an automatic fire extinguisher in proper working order.
- iii. Wet drilling for blast hole drilling shall be carried out to reduce dust generation in atmosphere.
- iv. The noise level of any machine should not exceed the standard prescribed in MMR, 1961, environmental clearance by MOEF&CC & consent to operate by RSPCB. The RSMML may stop operation of any machine if the noise level of which is found to be above the prescribed limit.
- v. The Co-operative Society shall have to make adequate lighting arrangement at his own cost for illuminations is working areas of mining after day light hours so as to meet the statutory requirement wherever required as per MMR, 1961. Contactor have to deploy Portable lighting high mast tower (telescopic type mounted on four wheels) along with generator at each working pit
- vi. The Co-operative Society shall have to make periodical structural stability of crushing and screening plant using visual & NDT techniques since its inception.
- vii. The Co-operative Society shall have to maintain daily and monthly logbook of plant and machinery as per Rule 19 of the Mineral Conservation and Development Rules-2017 and time to time amendment therein.
- viii. The Co-operative Society shall carry out the work strictly in accordance to the mining plan approved by the Indian Bureau of Mines, environmental clearance by the Ministry of Environment, Forest & Climate Changes, and consent to operate by the State Pollution Control Board and terms and conditions of the any other statutory authority at mines at its own cost. Any penalty on noncompliance of any rules and regulations, directions by the statutory authority related to field activity and irregularities in relative respective record in the part of Co-operative Society shall be recovered from them
- ix. The Co-operative Society will facilitate for pursuance in the statutory clearances / permissions and their compliances on their own cost whereas required. The crushing and screening plants as required are to be setup by the successful bidder within six months period from the grant of mining lease and then start the mine development and mining operation to produce limestone gitti as required by the customers in different size ranges i.e., 05mm/10mm-30 mm, 30mm-50mm, 30mm-60mm/40mm-80mm or any other size required by the buyers.
- x. The Cooperative Society shall effectively arrange automation installation and reporting system on line at its own cost from mining machineries, C&S Plant equipment's,

transport vehicles by using cameras/drones etc. with 4G/5G network, maintain the system and enhance efficiencies in the mining operation, production, quality inspection through monitoring, workers safety and security, all vision based solutions for useful mineral and rejects monitoring using by automated and remote operated mining machineries, Geo tracking and fencing for workers and heavy vehicles camera, remote inspections with smart phones and glasses, vocational training through AR/VR etc. or as per directions and amendment in rules by the statutory authorities.

- xi. All the machineries and plants proposed to be used under the contract shall be preferably under new procurement or should not be older than year 2022 and in the name of tenderer.

#### **5.18 Dust Suppression:**

- i. The Co-operative society shall have to take effective measures at its own cost & expenses for suppression of dust generated during process of loading, drilling, blasting, unloading, transportation, crushing, screening etc. in the working areas & on the haulage roads, by means of proper water sprinkling, wet drilling, water spraying or any other suitable method, etc so as to arrest dust concentration in such places do not exceed the limit prescribed under MMR, 1961 or as stipulated under MOEF or Rajasthan Pollution Control Board.
- ii. For this purpose, the Co-operative Society will ensure that all dust generation points in the crushing plant shall be fully enclosed and so designed and operated so as to ensure dust concentration in air within the limits prescribed under MMR 1961 &/or Guidelines for Abatement of Pollution in Stone Crusher issued by the Rajasthan Pollution Control Board vide letter No. F. 14(38) Policy/RPCB/ Pig. /333-362 dated 21.04.2011 available on website of the Board. Cooperative Society will ensure that proper dust extraction arrangements are made in order to keep dust generated during crushing operations under permissible limit and as prescribed under mining & environment laws, including circulars issued from time to time for the purpose by DGMS office, Ministry of Environment & Forest and Rajasthan State Pollution Control Board. Similarly, at the various dust generating points in the mines and haulage roads, the Co-operative Society shall take effective dust suppression measures including adequate water spraying. The approach road to site of crusher and active haul roads inside the premises must be paved or hard surfaced. For this purpose, the Co-operative Society will make necessary arrangements for adequate supply of water. Non-availability of water for dust suppression will not be an excuse for non-compliance of this clause. In case the dust concentration is found to be more than the limit referred above then the company may make arrangement for dust generation at the cost and expenses of the contractor.
- iii. Co-operative society shall also deploy a competent engineer as per provision of MMR, 1961 as part of supervisory staff.
- iv. Society have to obtain Consent to Operate in respect of Crushing Plant in each part of work from Rajasthan Pollution Control Board, if required by Rajasthan Pollution Control Board's Officials under the norm.
- v. The Co-operative society shall have to fence the mining area as per provision of Regulations 115 & 117 of MMR, 1961 & in manner as directed by company at its own cost & expenses including the cost of the material. They can however use overburden/ interburden/ waste material for the purpose.
- vi. If, society fails in water sprinkling work in the area under their scope of work then the penal amount of Rs. 5,000/- per day in addition to cost of arrangement made by RSMML at risk and cost of society shall be recovered from co-operative society monthly RA bill.



- vii. If Co-operative society desires to bore tube-well at mines for own use to meet industrial water requirement and for dust suppression arrangement in Crushing & Screening plant, water sprinkling on mine haulage road, wet drilling etc, the Company may on the request of Co-operative society give location & NOC from CGWB for seeking statutory approval, permission of district collector prior to initiating action for boring of the tube-well shall be obtained by the Society.
- viii. Co-operative society shall adopt Rainwater harvesting technique in mine area in systematic manner.

#### **5.19 Vocational Training:**

Before any person is employed/ deployed by the Successful bidder in mines, he shall have to undergo a course of vocational training as per provision of MVTR, 1966. Such vocational training shall be imparted by the RSMML & shall not charge any amount from the contractor for imparting such vocational training. However, the contractor shall have to make available the persons for attending such vocational training as per schedule to be imparted by the company. The wages to the trainees for the training period shall be paid by the Successful bidder.

#### **5.20 Medical Examination:**

Every person deployed by the contractor in the mines shall be subjected to initial & periodical medical examination(s) as per the provision of the Mines Rules, 1955. Such medical examination (s) shall be arranged by the company & actual expenses incurred by the RSMML for such medical examination (s) shall be borne by the contractor. However, the company shall not charge any service charges for organization such medical examination.

#### **5.21 Drinking Water:**

The Society shall made available proper arrangement of the drinking water for the workers/staff working at mines. In case of failure of the Co-operative society to arrange for supply of drinking water to its staff/ working members at the working places/ points. Such arrangement may be made by the RSMML & entire cost thereof together with such charges as may be incurred by the company shall be recovered from the bills of the contractor & or from its security deposit.

#### **5.22 Safety Appliances:**

The Co-operative society shall provide all protective & safety appliance such as helmets, safety boots, ear muffs, dust mask, safety goggles etc. to their employee at his own cost & comply with all relevant provision under Mines Act, 1952 & MMR, 1961 & rules made their under. In case of failure to comply the norm by the Co-operative society, the RSMML shall provide the same to the employee of the co-operative society & the payment with additional charges @ 15 % of actual cost shall be recovered from the contractor's bill.

#### **5.23 Overburden/ Interburden/ Waste Material:**

All preparatory work shall have to be undertaken by the co-operative society, which also includes removal of waste material/ Interburden/ overburden upto distances as per working plan/approved mining plan by Indian Bureau of Mines provided by the company.

The waste overburden/ Interburden/ Waste material and the Mineral Rejects (-5 mm size, if any) shall be the property of the company and the co-operative society will have no claim whatsoever over it. The said Mineral Rejects shall have to be stacked separately by the co-

operative society as per instructions of the authorized representative of the company and no separate payment will be made for such stacking.

Machines may have to be shifted from one face to other as per work requirement / instructions of engineer in-charge.

#### **5.24 Drilling, Blasting and Explosive**

The Co-operative Society shall do blast-holes Drilling and Jackhammer drilling in boulders and thereafter carry out blasting at its own arrangement by certified blaster, by charging of the explosive at the mines site of the co- operative society at his risk wherever required. The work shall be carried out as per the provisions of the MMR-1961 and Mines Act-1955.

The entire required explosive including all accessories shall be arranged & procured by bidder on account of RSMML. The entire cost of procurement of various mixed of explosives shall be borne by the successful bidder. Modality regarding procurement of explosive including all accessories shall be framed at Unit/Mine level by following Explosives Act 1884 and PESO guidelines.

#### **5.25 Quality Of Products, Services, Etc.**

- i. The Successful bidder shall made all arrangement for total quality control (TQC) system at Mines for maintaining required grade specifications of limestone to be produced and dispatched from the mines under contract. Co-operative society may also require to set up well equipped laboratory at site or at any suitable place.
- ii. The Co-operative Society must produce limestone gitty having CaO 53% (Minimum) SiO<sub>2</sub> 1.50% (Maximum) in the size range of +30 mm to –80 mm (i.e. 30-50 mm, 40-80 mm & 30-60mm) with a maximum variation of 3% in the maximum and minimum sizes in loaded trucks for transportation.
- iii. If, the tolerance limit is more than 3% of sample drawn from truck then Rs. 2,000/- per truck is to be imposed on co-operative society along-with reprocessing of material.
- iv. The RSMML will have the absolute right to reject the whole or part of any stock of materials, if in the opinion of the RSMML or its authorized representative, it is found to contain substandard quality of materials. Such rejected materials shall be recycled through crushing & screening plant at no extra cost to RSMML and as per its direction.
- v. The Co-operative Society shall remove/ raise/ excavate/ break/ sort and/ or load the particular material as specified after taking prior permission in writing from the Unit In-charge/officer-in charge of the RSMML as authorized representative. In case any wrong material is raised/ excavated/ broken/ sorted and/or loaded, then the Co-operative Society shall be responsible for any loss caused to the RSMML and it shall have to bear all such losses, including the cost of material, freight charges and any other claim(s).

#### **5.26 Security & Watch and Ward**

- i. The Co-operative Society shall be responsible under the contract for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative Society including stocks of mineral & mineral products produced by Co-operative society.
- ii. The Co-operative society shall be responsible for dealing with local villagers' problems, if any faced during mining activities in the area allotted to them so as to ensure smooth mine working.
- iii. The society will have to provide automatic hoist alarm in all transport trucks to warn drivers against movement of trucks in lifted body condition after unloading.

### **5.27 Mine Lighting**

The successful bidder shall be ensuring that all mining work areas have enough lighting and maintaining illumination levels that meet Indian Electricity Rules/ MMR 1961 norms or any other circulars that may occasionally be released front. In that case, all Equipment, Transformers, Breakers, Poles, Conductors, Light Fittings, Parts and Spares as required shall be arranged by the Bidder at his own cost.

Bidder shall ensure that all electrical works shall be carried out by qualified electricians (ITI in electrical trade/ wireman license holder) as per the provisions of Electricity Act, rules and regulations made there under and as per direction of the Electrical Engineer of Mines. The successful bidder shall maintain all statutory records as per the requirement of statutory authorities. These records shall be made available to RSMML for inspection and onward submission to statutory authorities whenever desired.

#### **QUALITY OF PRODUCTS, SERVICES, ETC.:**

- 5.27.1 The Co-operative Society shall load /transport /unload and/or dispatch the particular material as specified after taking prior permission in writing from the Unit In-charge/officer-in charge of the Company or his authorized representative. In case any wrong material is transported/ loaded and/or dispatched from either of railway sidings to the wrong consignee or destination, then the Co-operative Society shall be responsible for any loss caused to the Company and it shall have to bear all such losses, including the cost of material i. e. prevailing sale price in per MT and any other claim(s).

#### **DELIVERY OF MATERIAL & RECEIPT:**

- 5.27.2 The time allowed for trucks/dumpers to reach from mines Weigh Bridge to destination Sanu Railway siding is Forty Five minutes. In case the trucks/dumpers do not reach the destination within the permissible time, the same will have to be separately unloaded at the place as directed by the Engineer in charge or any other authorized officer at the railway siding and recovery @ Rs. 500/- per truck shall be made and sampling and analysis of each truck/dumper will be done at Co-operative Society's cost.
- 5.27.3 The Co-operative Society shall have to deliver the material transported by him/them to the destination at Sanu railway siding under intimation to the Engineer In-Charge/ any other authorized officer at the destination. The Co-operative Society shall have to obtain clear receipt of the material from the staff at destination and submit that with the bills. The Co-operative Society shall prepare a daily statement showing the tipper/dumpers details and weight at mines. This statement should be submitted to Engineer-In-Charge/ Officer authorized by him along with the bills. The bills not supported by such statements shall not be processed for payment.

#### **SECURITY & WATCH AND WARD:**

- 5.27.4 The Co-operative Society shall be responsible under the contract for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative Society including, but not limited to, stocks of mineral & mineral products.
- 5.27.5 The Company shall carry out physical verification of the stocks of mineral & mineral products by Survey & other properties of the Company in possession of the Co-operative Society. Such physical verification shall be carried out first at the beginning of the contract & lastly at the end of the Contract; and

also during the contract period at least once in every six month and at such shorter intervals as the Company may at its discretion decide. The Co-operative Society shall have associated his representatives during such physical verifications. Results of such physical verification shall be binding on the Co-operative Society.

#### **BASIS OF MESUREMENT FOR TRANSPORTATION PART:**

- 5.27.6 The basis of measurement for the quantity of material transported by the Co-operative Society shall be the Weighment of the material at the Weighbridge at mine and Weighbridge at railway siding. Weighment as recorded at Railway siding shall be treated as final and binding on the society and shall be considered for the payment purpose.

#### **5.28 OWNERSHIP OF EQUIPMENTS AND HEMM**

HEMM deployed by cooperative-society must be not older than 2021 and in the name of tenderer. The successful tenderer has to submit the technical specifications alongwith Registration certificate of various equipment/HEMM propose to be deployed at mine prior to the commencement of work. The co-operative society shall deploy & maintained Minimum fleet of mining equipment as detailed hereunder at each mines, during the execution of the Contract:-

- i. Crawler mounted hydraulic excavator (1.2 cu Mtr bucket capacity);
- ii. Tipper/Dumper (20 MT capacity): As per workrequirement with audio –visual reverse alarm.
- iii. DTH crawler mounted drill machines (4” dia) with compressor & with inbuilt water injectionsystem for wet drilling: 3 Nos.
- iv. Wheel mounted front-end pay loader (with 1.7 Cu. Mtr bucket capacity): 1 No. for eachmines.
- v. Chain mounted dozer: 1 No. for each mines.
- vi. Portable lighting high mast tower (telescopic type mounted on four wheels) along with generator: 2 Nos. at each working pit.
- vii. Water sprinkler: 20,000 liter capacity.
- viii. One Rock breaker suitable for fitting with excavator.
- ix. Jack Hammer for secondary drilling.

The society shall not shift their deployed machine frommines to elsewhere without prior permission from the company.

- 5.28.1 Every HEMM like hydraulic excavator ,loader & dozer etc. deployed for the work by the Co-operative society shall be fitted with automatic fire extinguisher of a type approved by the DGMS along-with below mentioned safety features:-

- i. Efficient warning devices;
- ii. Front and rear lights of adequate intensity and a portable lamp for use in emergency, unless the loading equipment is not intended to be used beyond day-light hours
- iii. An approved type of portable fire extinguisher or other approved type fire suppression system in efficient working condition so placed as to be within easy reach of the operator.

- iv. Fire resistant hydraulic hoses in place of ordinary hoses to decrease the chance of fire and fire resistant sleeves and conduits where cable/wire is used;
  - v. A retractable ladder for mounting onto the machine; (vi) Proper seat belt for operator;
  - vi. Turbo charge guard.
  - vii. All functions cut-off switch; (ix) Swing motor brake;(x) Vent valve on top of hydraulic tank of such a type which is removable without any tool.
  - viii. Every HEMM like tipper & dumper etc. deployed for the work by the Co-operative society shall be fitted with below mentioned safety features:-
    - ix. Cabin Guard Extension: Canopy shall cover the operator's fully.
    - x. Exhaust/Retard Brake: Device to control the speed of truck while operating down the gradient. Refer DGMS (Tech) Circular 02 of 2004.
    - xi. Propeller Shaft Guard: Propeller shaft guard as specified in DGMS (Tech) circular 10 of 1999.
    - xii. Tail Gate Protection: Protection of operator against collision either by head on or head to Tail.
    - xiii. Limiting speed device: Enable mine management to decide the maximum speed of vehicle to be operated in mine. The device may be Electronic or mechanical type speed governors.
    - xiv. Audio – visual alarm while reversing: The audio – visual alarm provided should confirm to DGMS (Tech) Circular No. 01 of 2010.
    - xv. Provision of Two breaks: One of brakes shall be fail safe. For details refer DGMS Circular 09 of 1999.
    - xvi. Body lifting position locking arrangement: A hooter along with an indication is provided to indicate the body is still in lifted position.
    - xvii. Fire suppression System: Refer DGMS circular 10 of 2004. The fire suppression system shall be a factory fitment and of approved type from Directorate.
    - xviii. Blind spot mirror: Operator can have view in blind spot area. xi. Fire resistant hoses at hot zone: To decrease chance of fire.
    - xix. Electric Wires and sleeves are to be of fire resistant quality: To decrease chance of fire.
    - xx. Turbo Charge Guard and exhaust tube coated with heat insulated paint: To decrease chance of fire.
    - xxi. Battery Cut off Switch: To decrease chance of fire.
    - xxii. Retro reflective reflectors on all sides: For visibility of truck during night.
    - xxiii. Seat belt reminder: To alert operator for using the seat belt.
    - xxiv. Proximity warning device: To alert operator when approaching other vehicles/ obstruction.
    - xxv. Rear Vision System: To assist operator during reversing refer DG Circular No. 12 of 2009.
    - xxvi. Auto dipping System: To reduce glaring on eyes of operator during night operations. 20/01/2022,
    - xxvii. Load Indicator and Recorder: Enables management to detect and prevent over loading.
- 5.28.2 The Crushing & Screening Plant should be installed with minimum Safety & Environment Protection features, elaborated below:-
- (A) Environmental features:-
- (1.) All discharged chutes of belt conveyors; screens should be properly

covered & connected to feeded equipment/ belt conveyor.

- (2.) All vibrating screen / feeder should be properly covered & connected to feeded equipment/ belt conveyor.
- (3.) Water sprinkling system will be equipped with feed chute to all vibrating screen / feeder , belt conveyors or any points where dust fly.
- (4.) Water storage tank with 15000 Ltrs. Capacity will be constructed on ground surface near to C&S Plant. And Multi stage horizontal pump of 5 Cu.Mtr./hr. Head L 55 Mtr. Pressure 5.5 Kg per Square centimeter. will be installed to supply water into sprinkle system.`
- (5.) Dust Extraction system with proper capacity will be installed in C& S Plant. And all feed chutes of all vibrating screen / feeder, belt conveyors will be connected to the Dust Extraction system.
- (6.) ROM Hopper of C & S Plant should be properly covered with shed. Proper water sprinkling system with solid cone spray nozzles will be installed at ROM Hopper.

**(B) Basic Safety Features**

1. A signal system with Red & Green light should be installed at ROM Hopper.
2. Effective pull cords & safety switches are to be ensured with all the conveyers.
3. Fabricate proper Platform & walk way with hand railing at & around platform of Screens, crusher's & conveyor belt (Head pulley) product / reject bins & its discharge point to trucks/ tippers.
4. Provide guard around the fly wheel/ v belt pulleys, couplings of crushers & other equipments including head pulleys & tail pulley also of belt conveyors of C&S Plant.
5. Earthing pits of C&S Plant load should be constructed properly. Every electrical equipment, motors, electric panel should be properly earthed.
6. Fencing around the transformer and protection wall will be properly constructed.
7. Lightening arrester should be provided at transformer & plant.
8. Isolator switch (11kv) on H pole should be properly installed. Approach to 11/0.44 Kv power transformer and isolator switch should be proper.

**5.28.3 NO PAYMENT SHALL BE MADE FOR THE FOLLOWING WORK**

- i. No payment will be made for sub grade limestone produced in size range -30 mm Size by the co-operative society. Such sub grade limestone / by-product shall be the property of the company.
- ii. Finished Product(s) in the respective hoppers or lying at the stockyard, ROM at mine, overburden, High Grade Rejects, Low Grade Rejects, By- product, Sub-grade Mineral and Rejected Product shall be the property of the Company and the co- operative society will have no claim whatsoeverover it.
- iii. Machines may have to be shifted from one face to other as per work

- requirement on the instructions of Engineer In-charge for which no extra payment would be made.
- iv. The co-operative society shall have to dump ROM limestone on the grizzly of the crushing and screening plant after going over the ramp for which no extra payment shall be made.

#### **5.29 ALLOTMENT OF AREA FOR WORK:**

- 5.29.1 The co-operative society shall be required to work at the locations given in tender document. The Engineer-In-Charge shall have a right to stop the work in any part of the area assigned to the Co-operative Society & asked the Co-operative Society to work in the alternative area. Decision of Engineer-in-charge shall be final & binding in this regard.
- 5.29.2 In case it is inevitable and mutually agreed upon to reduce allotment of area and/or shifting of work to other alternate area or stoppage etc. no claim for any damages/losses to the Co-operative Society in this regard shall be entertained by the Company.
- 5.29.3 The work, in general, shall have to be carried out within the area earmarked in the plan, attached with tender document.
- 5.29.4 Specified working area will be allotted, in writing by the authorized representative of the Company before commencement of the awarded work and the Co-operative Society shall restrict the working accordingly.
- 5.29.5 It will be at the discretion of the Company to withdraw the specified working area allotted to the Co-operative Society at any time without assigning any reason whatsoever and alternative area may be given if considered necessary by the Company. No compensation would be payable to the Co-operative Society for damages, expenses, etc., that may arise out of the aforesaid change of the working area.
- 5.29.6 The Co-operative Society shall carry out the mining operations systematically and strictly as per working drawings, approved mining plan/review of mining plan & instructions of Engineer in-charge. It will have to get the scheme of removal/ disposal/ stacking of the overburden and Ore, approved by the Company in advance and ensure compliance thereof during the tenure of the contract. In case the Co-operative Society violates this condition then it will be at the cost, expense and responsibility of the Co-operative Society and the Co-operative Society shall not be entitled to any charges or remuneration for the work done in such a manner.
- 5.29.7 The overburden shall be stacked in a limited space as specified by the company. Initial overburden shall be dumped over the earmarked OB. dump area. Such initial O.B. dumps would also be leveled to accommodate additional overburden layers. The Society shall have to bear the cost of stacking of overburden including cost of leveling, making ramp etc.
- 5.29.8 The height, width & slope of benches as also the width & gradient of haul roads shall be as per provision of MMR-1961 and approved mining plan by the Indian Bureau of Mines, which shall be communicated to the Co-operative Society from time to time. Any change in these parameters as required by DGMS and IBM shall have to be carried out by the Co-operative Society at no extra cost to the Company.
- 5.29.9 Any changes in the height and width of benches, width and gradient of roads, height and locations of dump yards/ back fills etc. as directed by the statutory authorities will have to be implemented by the Co-operative

society for which no extra payment/ charges shall be payable to the Co-operative society.

- 5.29.10 The Co-operative Society shall have to fence the mining area as per provisions of Regulations 115 & 177 of MMR-1961 and in the manner as directed by the Company, at its own cost & expenses including the cost of material etc. The Society can however use OB/ IB/ waste material for this purpose.
- 5.29.11 The rates quoted should include all leads, lifts & depths as per the working drawings & as per the terms & conditions of this tender.

### **5.30 PLANTATION WORK**

Plantation of Minimum 20000 trees plants saplings or more as per requirement under various govt. agency like, IBM, MOEF etc. on annual basis to be planted at Unroi Limestone Mine No.1 using 80% local flora and 20% horticulture plant per year near the Crushing & Screening plant site and mining area & outside mine lease area and to maintain them are mandatory & no extra payment shall be made to the co-operative society. The survival rate of plantation should be 70% of the total plantation carried out, at end of the contract, failing which the work shall be executed by the Company at the risk & cost of the Co-operative Society and its payment shall be recovered from the society from the any due payment under the contract. Penalty for such default shall be Rs. 1000/- per plant which shall be recovered at the end of every contractual year for plants below the schedule survival rate of that year and shall be recovered every year till the short-fall is made up by the contractor in subsequent years to that year(s).



**QUANTUM OF WORK, PERIOD OF CONTRACT, TIME SCHEDULE ETC.  
COMPENSATION FOR DELAYS, SHORTFALL ETC.**

APPROXIMATE QUANTITIES OF WORK INVOLVED:

**5.31 Production of SMS Grade Limestone under Job-A:**

RSMML envisages a production of around 15 Lakh MT/Per Annum of SMS Grade Limestone (30mm – 80 mm size gitty) during peak production period with RoM Handling @ 35 Lakh tonne per annum. The successful bidder/s has to carry out minimum production of SMS grade Limestone as mentioned below against each year: -

- i. First year to Third year – @ 6.0 Lakh MT/Annum  $\pm$  20%
- ii. Fourth Year and onwards – @ 15.0 Lakh MT/ Annum  $\pm$  20%

This clause will read with other clause for production capacity under the tender.

**5.32 Transportation of SMS Grade Limestone (30-80 mm size) / High Grade Limestone Fines (10-30 mm size) under Job-B:**

RSMML envisages the supply of limestone gitty from Sanu Railway siding @ 20 Lakh MT/Per Annum of SMS Grade Limestone (30mm – 80 mm size gitty) and High-Grade Limestone fines (10-30 mm size gitty) or any other size as per market demand during peak production & demand period.

The successful bidder/s has to carry out minimum transportation by road through tippers/dumpers from Mines to Sanu Railway siding (around 20 KM) of Limestone gitty and un-loading & stacking at platforms in proper manner after weighment at railway siding, as mentioned below against each year: -

**i. First year to Third year –**

- a) SMS Grade Limestone gitty (30–80 mm size gitty) @ 6.0 Lakh MT/Annum  $\pm$  20%
- b) High-Grade Limestone fines (10-30 mm size gitty) @ 1.5 Lakh MT/Annum  $\pm$  20%

**ii. Fourth Year and onwards–**

- a) SMS Grade Limestone (30mm – 80 mm size gitty) @ 15.0 Lakh MT/Annum  $\pm$  20%
- b) High-Grade Limestone fines (10-30 mm size gitty) @ 4.5 Lakh MT/Annum  $\pm$  20%

The loading (direct loading through surge bin / loading by loader) into the trucks/tippers/dumpers at mines shall be arranged by the Co-operative society.

The Co-operative society shall also load the limestone gitty in the tippers/trucks of Ex-Mine sale at no extra cost or payment. This quantity envisaged to 25% of Main grade (SMS Grade Limestone Gitty of 30-80 mm size) production by weight on annual basis. However, the loading by loader at Mines in the trucks/tippers for ex-pit sale by RSMML shall be paid fix remuneration at the rate mentioned in the payment clause.

This clause will read with other clause for production capacity under the tender.

**5.33 The above schedule may vary as per availability of SMS Grade Limestone Resources within both mining lease areas & company at its sole discretion & requirement may**

vary contract quantity as per provisions of RTPP Act, 2012 and rules made there under. The schedule may further be divided into monthly/quarterly schedule as per the requirement and as per the directions of Engineer-In-Charge. This schedule is subject to modification by the Company in writing from time to time.

- 5.34** The First year will commence from the date of issuance of commencement letter in writing by the Company/ GGM, SBU & PC(Limestone) , Jodhpur upon grant of mining lease & other required statutory compliance for commencement of operation and will be completed after a period of 12 months. The Second year to tenth year will follow similarly after completion of First year and onwards. Similarly, the Quarter will be period of three months, thereafter the period of next three calendar months for each quarter. The concluding quarter (at the schedule completion of contract) shall be the period of two months plus the remaining days of next month (in which the LOA was issued).
- 5.35** The total quantity of work and schedule is tentative & can be varied by the company at its sole discretion & requirement by invoking relevant provisions of RTPP Act, 2012 and rules made there under. However, the variation of 20% in the quarterly and/or annual scheduled quantity may be allowed on prior written communications of the Engineer in charge. Such variation shall only be allowed within the total contract quantities prescribed above. In all such cases, the Co-operative Society shall not be entitled to claim any compensation for increase and/ or reduction in the quantity, exercised under this sub clause. The decision of the company for increasing/ reducing the quantity of work shall be final and binding on the Co-operative Society.

**Note:-**

- (a) The Co-operative Society shall plan excavation of required quantity of ROM limestone for the crushers.
- (b) The tendered quantities are indicative. However the, payment will be made on the quantities of actual basis only.
- (c) The company reserve the right to change size, range and/or its respective quantity as per requirement of customers, which the co-operative society has to provide to the company at no extra cost
- (d) The excavation & removal of waste rock/overburden/mineral/finished product and mining of incidental ore and its transportation to crushing plant/s/loaded into tucks (as the case may be) shall have to be carried out as per plan, time schedule and sequence of operation as per direction of Engineer-in-charge.
- (e) The contractor shall have to abide by quarterly schedule of work and rated capacity per month. The prescribed rated capacity shall have to be achieved by the contractor within the stipulated period as per tender provisions.
- (f) In case at any time the performance of the contractor as a whole or in part is not found satisfactory, then the company will issue notice, giving seven days to improve the same. If the contractor fails to improve its performance within this period of seven days, then the company may get that part/ the entire work done by other agency at the risk & cost of the contractor without any further notice.

**5.36 COMPENSATION FOR SHORT FALL IN THE TENDERED QUANTITY**

- i. The Co-operative society shall have to handle the mineral in accordance with the targets given in work schedule under each job (Job A:- Mining and production of Low Silica Limestone Gitti, Job B:- Transportation from Mines to Railway Siding) as above. The Co-operative Society will have to ensure that in case of any shortfall in

Quarterly basis, the same shall be made up in the next quarter. Failure of the co-operative society to achieve the Individual target for each part of job i.e. Job-A & Job-B, on quarterly bases, Company will be entitled for imposing a pre-determined and agreed compensation @ 20% of value of the actual short fall on Job-A & Job-B basis. Quantum of compensation shall be calculated considering the shortfall period contract rate multiplied by actual short fall quantity. The compensation will be recovered by way of deduction from the running account bills payable to the contractor or any other amount due to the co-operative society. The Company will provide the targets on annual basis. The Co-operative society shall have to handle the mineral in accordance with these targets.

- ii. In case of delay in commencing the production, the compensation @ 0.5% of the annual contract value (for first year) on weekly basis will be recovered, subject to maximum of 2.0% of annual contract value. In case compensation exceeds beyond 2%, the company may withdraw the letter of acceptance, terminate the contract & forfeit the earnest money deposit (EMD).
- iii. Besides above, failure of the Co-operative Society to work as per scheduled targets continuously for three quarters, the company will free to get the work done by making alternative arrangements at the risk and cost of the Co- operative Society and also to recover it the full difference of cost of making such alternative arrangements from the bills or security deposit.
- iv. The compensation will be recovered by way of deduction from the bills payable to the contractor or any other amount due to the co-operative society. The above recoveries will be without prejudice to the other right and remedies available in the contract.
- v. If annual scheduled quantity is not achieved by the contractor due to any reason beyond the control of the contractor, the annual schedule may be modified and/or completion time may be extended by the company. Compensation for shortfall will be recovered based on such revised quarterly target. Decision of the company, whether a particular reason for failure to achieve the target is beyond the control of contractor, shall be final and binding on the contractor.
- vi. The compensation so paid/and/or adjusted by the company, shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

#### **5.37 Contractor's Remuneration:**

- i. The remuneration to be paid by the Company to the Co-operative Society for the entire/whole of the work to be done and for the performance of all the obligations undertaken by the Co-operative Society under the contract documents shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed, weight recorded in as per weighment on the company's weighbridge. The sum as ascertained shall constitute the admissible remuneration of the Co-operative Society under the contract. The Co-operative Society shall not be entitled for any other payments, except as provided in the contract. The basis of payment shall be the dispatches of main limestone products (finished product in size range of 30mm to 80 mm limestone gitty) as recorded at weigh bridge at mines for mining Charges and the basis of payment shall be the transportation of limestone gitty as recorded at weigh bridge at railway siding. No advance against un-dispatched stocks shall be payable to the Co-operative Society.

- ii. The rates quoted and accepted by the contractor shall remain firm, fix except diesel escalation and binding during the currency of the contract period including extended period as mentioned in tender document. Rates shall be deemed to include and cover all cost, expenses and liabilities (excluding Goods & service tax) of every description and all risk of every kind to be taken in executing completing and handing over the work to the company by the Co- operative Society. The Co-operative Society shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely provide those.
- iii. Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, materials, labour, insurance, fuel stores,, and appliance to be supplied/deployed by the Co-operative Society and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished/completed in every respect and maintained as shown or described in the contract documents.
- iv. The schedule of rate/ agreed rates or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, materials of whatsoever kind for the works and shall include an indemnify to the company which the contractor hereby gives against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on the works of any such articles/processes or materials, other municipal or local board charges, fees, cess, if levied on materials equipment or machinery to be brought to site for use of work, shall borne by the contractor.
- v. All customs duties, excise duties, sales tax or any port duties, special road tax, road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess taxes or charges (excluding Goods & service tax) (from or any other body), whatsoever as applicable upto the last date of submission of offer, shall be deemed to be included in and covered by the contract rate or schedule of rate by the contractor. The contractor shall also obtain and pay for all permits or other privilege necessary to complete the work.
- vi. The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Co-operative Society's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the contractor. The Co-operative Society shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason of accounts whatsoever except as mentioned in the tender document.

**a) Payment of Job-A work to the successful Bidder/s:**

Mining charges shall be an amount quoted by the successful bidder/s in the price format (Form – 6)& shall be payable by RSMML to bidder on per MT SMS Grade Limestone (30-80 mm size) produced during the month & dispatched from the mines. RSMML shall only pay Mining Charges to the successful bidder/s as quoted in Form -6 Any other Taxes, levies etc. applicable, then same shall be payable by the successful bidder/s.

**b) Payment of Job-B work to the successful Bidder/s:**

Transportation work shall be an amount quoted by the successful bidder/s in the price format (Form – F) & shall be payable by RSMML to bidder on per MT SMS Grade Limestone (30-80 mm size) & High-Grade Fines (10-30 mm size) limestone transported from mines to railway siding during the month. RSMML shall only pay Charges for Transportation work to the successful bidder/s as quoted in Form -F. Any other Taxes, levies etc. applicable, then same shall be payable by the successful bidder/s.

**5.38 Basis Of Payment:**

**i) For Job-A work**

The basis of payment shall be the quantity as dispatched of finished product i.e. SMS Grade Limestone (30-80 mm size) only as recorded at weighbridge at mines on monthly basis. No payment will be given to society on part of -30mm product Size.

The loading by loader at Mines in the trucks/tippers for ex-pit sale by RSMML shall be paid fix amount @ Rs 15/- PMT in first, second and third year of contract on the quantity loaded. Thereafter from fourth year onwards its remuneration shall be Rs 12/- PMT till closure of the contract. The ex-pit sale is estimated to around 10% of the total annual quantity of main grade (30-80 mm size). It is only indicative quantity and Successful bidder shall not make any claim on this account.

**ii) For Job-B work**

The basis of payment shall be the quantity transported by the Co-operative society up to Sanu Railway Siding after weighment of trucks at weighbridge designated by RSMML at Railway siding. The weight recorded at weigh bridge shall only be come the base of payment under this Job on monthly basis.

**Transit Loss:** The Society shall be responsible for the proper handling of the limestone gitti while in transit and for proper unloading/loading at the railway siding. They shall be liable to make good value of shortage, wastage, pilferage or damage to the limestone gitti in transit etc. on the basis of prevailing sale price under Ex-Pit sale. However, handling loss up to maximum of 0.25% of the quantities transported from the mines to Sanu railway siding work shall be permissible. If the transportation losses are more than permissible limit i.e. 0.25%, then RSMML shall recover the cost of excess loss limestone gitti at prevailing sale price. No payment towards handling of such quantity of limestone would be payable for the excess loss. The loss in quantity during transit shall be evaluated on basis of difference of actual weighment on weight recorded at mines & railway siding on yearly basis.

**5.39 ACTION TAKEN BY THE COMPANY IN CASE  
NONACHIEVEMENT OF PRODUCTION AND TARGETS:**

- (i) In case of failure to commence the work within stipulated period then company may cancel the award of work, which has been made in favour of him, and EMD/SD will be forfeited.
- (ii) In case company decides not to cancel the award of work, due to delayed commencement of work, the EMD OR SECURITY DEPOSIT can still be forfeited at the sole discretion of the company.

- (iii) In case of **failure to produce** for a **continuous period of 7 (seven) days** due to breakdown of machine or any other reason for which the contractor is responsible and/or in cases of frequent breakdowns of machine resulting in loss of production, the Company at its sole discretion and without prejudice to other remedies may terminate the contract & shall have right to engage other outside agency, at the risk and cost of the contractor for execution of remaining part of work of the contract.
- (iv) Time is the essence of the work. In case the Society fails to commence the work & achieve the rated capacity within the stipulated period as per tender provision, the company shall be entitled to recover pre determined and agreed compensation from the contractor as per tender provision.

#### **5.40 WORKING HOURS:**

The work of excavation shall be carried out during such hours as may be directed by the company.

#### **5.41 PERIOD OF CONTRACT & WORK COMPLETION SCHEDULE:**

- i. The period of contract shall be 10 (Ten) years from the date of commencement of work, which will be communicated by GGM, SBU & PC (Limestone), Jodhpur later on upon granting of mining lease. The Co-operative society has to design, procure, install and commission all facilities including Crushing & Screening plants (incorporating all pollution control measures as specified ) and commence production and achieve the rated capacity of work within a period of 06 **months, w.e.f. the date of communication by GGM** confirming granting of mining lease.
- ii. The company may extend the period of contract at its sole discretion as per provisions of RTPP Act, 2012. The Co-operative Society shall complete the entire work of environmental clearance within one year from the date of DLOA and then commence the production of limestone gitti to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Company and/or Engineer-In-Charge may from time to time give to the Co-operative Society. The Co-operative Society / tenderer shall sign and return the copy of work order within seven days of receipt as token of acceptance
- iii. However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever

#### **5.42 EXTENSION OF SCHEDULE COMPLETION TIME:**

- i. If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer-in- Charge within 10 days of the date of such event, and the Engineer Incharge shall, if in his opinion (which shall be final and binding on the Contractor) reasonable grounds exist, authorize such extension of time as may in his opinion be necessary or proper. Whenever such extension is granted by the Company, this would be without prejudice to the Company's right to take appropriate action under this contract and without additional financial liability on the company.
- ii. Failure or delay by the Company to hand over the necessary drawings and

instructions, or any other delay by the Company due to any other cause, whatsoever shall in no affect or vitiate the contract or alter the character thereof or entitle the Contractor to damage or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

- iii. The decision of the company as to the need for grant of extension of time to the contractor shall be final

#### **5.43 RIGHT TO REVIEW PERFORMANCE:**

- i. The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.
- ii. The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.

#### **5.44 RISK & COST:**

The company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the production/ excavation (work) of specified quantity within the scheduled /specific time period. The shortfall quantity/left over quantity can be got produced by the company by engaging third party at the risk and cost of the contractor. Any additional expenditure incurred in making such arrangements shall be recovered from contractor.

#### **5.45 DETERMINATION OF VARIOUS PARAMETERS**

For the purpose of this contract the determination of following parameters as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Co-operative Society.

- i. Chemical & Physical analysis of minerals, overburden, interburden, etc., (including moisture determination of minerals & proximate analysis) to determine purities/ grade of ore/ mineral/ etc., and also to classify any material as OB/ IB/ Waste material/ fines.
- ii. Measurement and calculation of excavation volume, if required.
- iii. size determination of the mineral products like gitties, powder etc. including percentage of oversized & undersized material.
- iv. Weight of material dispatched in trucks as determined at Company's weigh bridge/ any other weighbridge notified by the Company.
- v. Stock of mineral at the beginning of the Contract, during the period of the contract & at the termination of the contract.
- vi. Any other parameter whose determination may be required in terms of this contract.
- vii. The Co-operative Society, if it so desires, can associate its representatives during the determination of these parameters by the Company.

#### 5.46 ARRANGEMENT FOR DIESEL

The Contractor has to make its own arrangements for Diesel procurement and storage. The Contractor has to obtain requisite statutory permission/clearances from the respective Government Authorities, at its own cost. However, company on the request of the contractor may allot the land in the mine premises for purpose of installation of Diesel Dispensing Pump subject to the condition that the contractor shall use the Diesel from that DD pump exclusively for the purpose of this contract, and issue NOC for designated location to seek necessary statutory approval, NOC of district magistrate and license from PESO etc, prior to initiating action for installation of HSD pump.

At any stage during currency of contract, it found that diesel from Diesel Dispensing Pump installed within mining lease area is used elsewhere other than this contract, then company reserve right to revoke NOC issued for this purpose without correspondence.

As the diesel is required to be arranged by the Co-operative Society, therefore the diesel escalation shall be payable as per diesel escalation clause specified elsewhere in the tender.

#### 5.47 TERMS OF PAYMENT (BILLING):

For obtaining running account payment the co-operative society will submit a bill in triplicate to the Engineer In charge of the work/s executed during a month (calendar) before the expiry of the first week of the succeeding calendar month alongwith following details:

- i. The date wise monthly loading statement of product & by product.
- ii. Certificate of rate of bulk price of HSD from IOCL for Jaisalmer, for 1st day of every month.
- iii. Copy of documentary evidence about deposition of the Goods & service tax to the respective authority for the concern billing period.
- iv. A list of all society members whose services were utilized during the month for which running bill is raised, shall be enclosed & this list shall be signed by authorized signatory under his seal of the society.
- v. An undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.
- vi. A verification letter verified by Engineer In-charge to verify that all statutory registers & information required for filling returns of IBM & DGMS pertaining to billing month submitted by society to concerned persons.

**Note:**

- a) **No payment shall be made** for any other ancillary work/production/dispatches of Sub Grade Material/By Product(s) etc. i.e. for the work not mentioned in the proforma of the price bid.
- b) No advance against un-dispatched stocks/ or any other such cases where the basis of payment is not the actual production, shall be payable to the co-operative society (in case of Limestone gitty).

#### 5.48 RATES:

The agreed rates shall be on the ‘firm price’ basis during pendency of the contract and the co-operative society shall not be eligible for any escalation, except as mentioned in the tender document.



**5.49 LIMITATION OF PAYMENT:**

- i. If at any time the Company wants more work i.e. in excess of quantity specified in tender, then the same shall be undertaken by the contractor on such term & conditions as may be mutually agreed to & approved by the company in writing in advance.
- ii. Payment shall be made only for the portion of work done by the co-operative society during the entire contract period.

**5.50 ESCALATION/ DE-ESCALATION:**

- i. For the purpose of computing the Escalation/De-escalation of Diesel, the present prevailing bulk price of diesel (IOCL) as on dated is as under:

Ex-Sanu, Jaisalmer	
HSD Price as on	22.07.2024
Supply Locations	Sanu, Jaisalmer
Basic Destination Price Rs./KL	76645.62
VAT Rate (concessional rate)	10%
VAT Amount	7664.56
Cess per KL	1750.00
Invoice price Per KL	86060.10

- ii. The said rate of Diesel shall be the frozen rate and computation of Escalation/de-escalation shall always be made on this frozen rate.
- iii. The prevailing rate for bulk price of diesel (IOCL) at Sanu, Jaisalmer on 16th of particular month in which work carried out shall only be considered for the purpose of escalation/de-escalation. The contractor shall submit certificate/rate of Diesel for escalation/de-escalation along with bill. Beside it, no other escalation/de-escalation shall be payable to the contractor during the currency of the contract except for variation in statutory taxes, duties and levies as mentioned in the tender document, for which contractor shall submit supporting document i.e. purchase invoice etc.

**For Part-A Mining**

- iv. The diesel consumption norm of 1(one) liter per MT of finished product for entire work, as specified in scope of work, shall be treated for computation for diesel escalation /de-escalation.

**For-Part-B Transportation****For Sanu Railway Siding**

Average Round trip (To & Fro) distance from Mines to Sanu Railway siding.	50 KM Unroi-I	54 Km unroi-II
Diesel consumption Norm	<b>0.02 ltr/km/MT. (Twenty milliliter per km per MT)</b>	

- v. Diesel Escalation for transportation component

The diesel variation shall be computed on the basis of approved rated carrying capacity of tipper/dumper in which material is transported by the co-operative society for the period in which the price of HSD changed.

Following formula shall be used for the calculation of diesel escalation/de-

escalation amount  
 Diesel = Distance between mines and Sanu Railway siding (50/54 KM as the case may be )X  
 escalation or de- Change in diesel price w.r.t. frozen diesel  
 escalation per price) x 0.02  
 trip, for the  
 period of HSD  
 Change.

**Note:**

The distance from the mines upto unloading point/destination as mentioned above is average distance which may vary as loading from the mines is a site specific issue and therefore cannot be mentioned exactly and hence no claim/compensation in this regard shall be payable to the co-operative society. Frozen diesel price is the base price of diesel at the time of issuance of NIT.

**Other escalation:**

For all other component (i.e., excluding explosive & diesel) the escalation/de-escalation shall be considered on 25% of the JOB-A (Mining cost) per MT only. The same shall be on the basis of CPI index and applicable on quarterly basis from the date of issuance of DLOA.

$$=Y \times 0.25 \times (CPI_n - CPI_b) / CPI_b,$$

Where Y refers to awarded mining rates.

**CPI b** means base price of Consumer Price Index of All India Industrial Workers as on the date of issuance of tender i.e. 22.07.2024, which is 139.9 (for the month of May -2024 ). Similarly,

**CPI n** means prevailing price of Consumer Price Index of All India Industrial Workers.

**5.51 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:**

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, rejected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the rights/powers of the company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the contractor within **75 (Seventy Five ) days = (60+15=75) days** from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

**5.52 PAYMENT OF CONTRACTOR'S BILL:**

Unless otherwise specifically provided, running account payment (progressive

payment) will be made to the contractor by the company keeping in view the quantum of work done and measured, approved and certified as aforesaid. Company shall be entitled to deduct Income Tax & such other taxes at source from the bills of the contractor as may be required by any department of State/ central Govt. or any other statutory body including advances paid to the co- operative society. The co- operative society, on submitting the bill for the work done, is entitled to receive a monthly payment subject to approval and passing of the same by the Engineer-Incharge. The Company shall make payment due to the Contractor by crossed Account Payee Cheques/ RTGS/Pay advice. In no case the Company will be responsible if the cheque is misplaced or misappropriated by unauthorized person/s. In all cases, the co-operative society shall present his bill duly pre-receipted on proper revenue stamp.

#### **5.53 WITHHOLDING PAYMENT TO CONTRACTOR AND COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR:**

- i. Progressive payment at any time may be withheld or reduced, if, in the opinion of the company the co-operative society is not diligently and efficiently endeavoring to comply with the terms of the contract or if the co-operative society fails to pay his labour, for material and other bills as they become due. The company shall in no way be responsible for such withholding of payments.
- ii. The company shall have lien on all amounts that may become due and payable to the co-operative society under this or any other contract or transaction of any nature whatsoever between the Company and the co-operative society and the security deposit, bank guarantee etc. furnished by him under the contract for or in respect of any debit or sum that may become due and payable to the Company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the co-operative society, unless the contractor pays and clears the claim in full immediately on demand in cash to the company.

#### **5.54 CLOSING OF THE CONTRACT:**

- i. Within 70 (Seventy) days= (60+10=70 days) of the completion of the work in all respects, as defined in the contract document, the co-operative society 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 for of all rubbish, dirt, rock overburden, materials, temporary & permanent structures and ramp made for the purpose of approach to ROM hopper adjoining Retaining Wall should be leveled to original ground level etc.
- ii. If the co-operative society shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer- In-Charge may at the expenses of the contractor remove such rock (overburden) surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and co-operative society shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) material or surplus material as aforesaid except for any sum actually realized by the sale thereof.

#### **5.55 APPLICATION FOR COMPLETION CERTIFICATE:**

- i) When the co-operative society 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.
  - (i) Details of item-wise quantum of work completed by the contractor.
  - (ii) Three sets of calculation sheets (back up papers) thereof.
  - (iii) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
  - (iv) 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.
  - (v) Indemnification Bond on **Rs. 100/- on Non-Judicial stamp paper.**
- ii) The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the co-operative society, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the co-operative society by the Company and the DGMS or other statutory authority from time to time.
- iii) The co-operative society, after obtaining the completion certificate, is eligible to present the final bill for the work 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 measurement and of total amount payable for the work accordingly shall be final and binding on the co-operative society.

#### **5.56 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 co-operative society and the co-operative society having fulfilled all his obligations under the contract, the Group General Manager of SBU&PC-Limestone 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 of SBU&PC-Limestone.

#### **5.57 FINAL PAYMENT AND RELEASE:**

- i. On completion of the work and issuance of completion certificate, the contractor shall submit his / its 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/it and due to the company on any account and such further sums as the company on any account and such further sums as the company is already 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 co-operative society furnishing a certificate to the effect that

- he has no further claim of whatsoever nature or description on the Company.
- ii. All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final Certificate.
  - iii. No claim shall be made or be filled by the co-operative society and the company shall not be liable to pay any money to the contractor, except as specially provided for in the contract. Acceptance by the contractor of the final payment as aforesaid shall operate as estoppels 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.
  - iv. Final payment including the security deposit will be released to the co-operative society only on furnishing the Final Certificate by him/ it.

**5.58 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

Date & Place

Signature of tenderer  
With seal

## LETTER OF SUBMISSION OF TENDER

FROM

DATE: ----

M/s \_\_\_\_\_

To,

**The Head (Contract), Rajasthan State Mines  
& Minerals Ltd., 4-Meera arg,  
Udaipur-313001 (Rajasthan).**

Sub: Tender for Production of Low Silica High Grade Limestone Gitti by Deployment of HEMM equipment etc for Mining of Limestone, commissioning , operation & maintenance of Crushing & Screening Plant & Other related job & Services, construction of infrastructure facility at mines like explosive storage buildings, mine approach & link road, site office & store, weigh bridges, land reclamation, plantation, mine planning, statutory compliances, compliances as per directives and conditions in permissions & clearances by different statutory authorities, etc work at UNROI-1 & UNROI-2 SMS Grade Limestone Mine, Sub Tehsil: Ramgarh, Tehsil Sam, District Jaisalmer and Loading of limestone gitti at mines & its transportation from mines to railway siding at Sanu railway station & its unloading, proper stacking at siding platforms etc work.

**Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

Dear Sir,

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

Date, The \_\_\_ day of, \_\_\_\_\_ 200\_\_.

Witness Name in Block Letters: \_\_\_\_\_

signature of tenderer(s)

Full Address \_\_\_\_\_

with seal

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

Ref: e-Tender No. RSM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024

Name of Tenderer \_\_\_\_\_

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

1.0	Status of tenderer:	
	Individual	
	Proprietorship Firm: Attach duly attested affidavit in support of your status.	
	Partnership Firm: Attach copies of Partnership Deed.	
	Co-operative Society registered under R Act-1965 Attach duly attested copies of Registration Certificate, Bye laws, list of Members & list of Managing Committee	
	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 are needed 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.	
	Public Sector Undertaking (Attach supporting documents duly attested)	
	Others (Please specify) – Attach duly attested supporting documents.	
2(i)	Details of Tender document fees	DD No. and name of Bank
2(ii)	<b>Digital signed tender document</b> as issued by Company/downloaded by the tenderer/ authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.	
3.0	Power of Attorney/ Board Resolution in favour of the authorised representative signing the tender.	
4.0	Turn over during last 4 financial years.	
	(2020-21)	
	(2021-22)	
	(2022-23)	
	(2023-24)	
5.0	Duly attested copies of Audited balance sheets & P&L accounts of above financial year in	

	support of turnover	
6.0	Main business activities (experience) of the tenderer	
8.0	Details of present commitments.	
9	Whether the tenderer has proposed any addition/	Note: If yes, please provide details as per Exceptions and Deviations statement
	modification/ deviation to the terms & conditions of the tender.(Exception/Deviation)	
10	Proposed site organization	
11	List of trained & experienced Technical persons employed with the contractor showing their qualification and experience.	
12	The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de- listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive..	
13	Affidavit on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes / No.
14	Affidavit as per format- if tenderer is not covered under EPF Act	
15	Undertaking to become member of co-operative society as per Formate.	
16	Details of Earnest money deposited	
17	PAN no.	
18	PF account No. with copy of registration	
19	Goods & Service Tax Registration No.	
20	MSMED Registration details	
21	Here it is confirmed that the bulk price of diesel as per tender is considered as base price for quoting the rates in part-II	

1. The Tenderer shall upload the required document. Before uploading the document read carefully the tender document conditions/ stipulations and encloses the requisite documents only.

Date:-----

Place:-----

Signature of tenderer/s  
With seal & Date



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

**DETAILS OF PRESENT COMMITMENT, if Any**

**Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

Name of Tenderer \_\_\_\_\_

S. No.	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)	Remarks

Signature of tenderer/(s)  
with seal& Date

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

**EXCEPTIONS AND DEVIATION**

**Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

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 document	Subject	Deviation

Signature of tenderer/(s)  
with seal & date

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

**PROPOSED SITE ORGANISATION**

**Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-07/2024-25**

**Dated: 22.07.2024**

Name of Tenderer \_\_\_\_\_

The Tenderer is to indicate herewith-proposed site organization, indicating the number of persons along with their role & responsibilities, which he proposed to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Engineer-In-Charge.

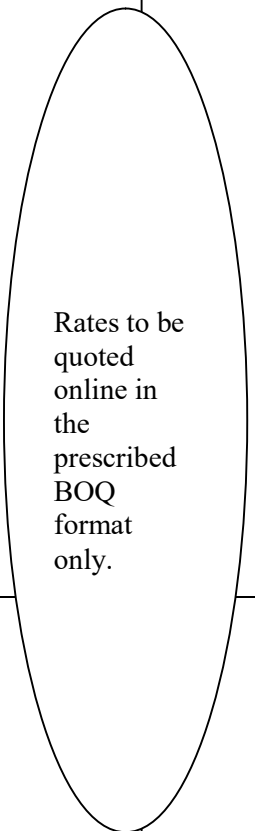
Signature of tenderer/(s)  
with seal & date

**FORM-6(BOO-1)****PROFORMA FOR 'PRICE BID'****(to be submitted online in the prescribed format)**

This part of tender should contain the 'PRICE BID' only and should be submitted online in the prescribed format available at website.

**Ref: e-Tender No. RSMML/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

Name of Tenderer

Sl No.	DESCRIPTION	Total tendered Quantity (tentative)	(Rate) Rs per MT	Total
1/(A)	<b>Job-A: Mining, Sizing &amp; screening</b> Mechanized open pit Mining using HEMM and deep hole drilling & blasting, transportation of ROM Limestone up to sizing & screening plant, Commissioning of Sizing & Screening plant as per work requirement, its operation & Maintenance for production of SMS grade limestone in different size range as per market demand, proper handling and loading of different size product/by product, concurrent backfilling of rejects generated from sizing & screening plant in mined out pit followed by reclamation and plantation work in mined-out backfilled area and other allied and related work as defined in the scope of work of tender .	246 lac MT (123 lac MT from each mines) for mining  ± 20%	 Rates to be quoted online in the prescribed BOQ format only.	
2/(B)	<b>Job-B: Transportation up to railway siding</b> The limestone gitty is to be loaded into Tipper/dumper deployed by Successful Bidder into own/ customers of the RSMML for dispatches from mines either to railway siding Sanu or elsewhere as per order and transported by Tippers/dumpers to Sonu Railway Siding and stacking there in proper manner	315 lac MT (157.5 lac MT from each mines ) for loading and transportation		
	<b>Total</b>			

NOTE:i) 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 last date of submission of bids) including cost of preparatory works and allied works,. The rates shall also be inclusive of cost of additional and other allied worketc.

Dated:-----

Place: -----

**Signature of tenderer/s with seal & date**

**Annexure-I**

(To be typed on Non Judicial stamp paper of Rs. 50/-)

**UNDERTAKING**

I.....age.....years, resident of.....as  
a proprietor/Partner/Director(as case may be)of M/s.....  
(name of tenderer), here by undertake that I shall become a member of the Co  
operative Society, which shall be formed as per terms of tender incase work is  
awarded against the e-Tender No **Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-  
07/2024-25 Dated: 22.07.2024**

It is further undertaken that I will not resign from the society and shall continue  
as a member till the completion of the said work.

Place:

Date

**Signature  
with sealName**

**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.**

**PROFORMA OF GUARANTEE BOND FOR Bid Security/ EARNEST MONEY DEPOSIT**  
(To be issued by a Public sector bank(except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% 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 Tenderer' ) from the demand under the terms and conditions of e-Tender No. RSMM/CO/GGM(C)/...../..... Dated: for "..... etc (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 tenderer 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 Tenderer to stand as surety for payment of Rs. .... as Earnest Money deposit to the company subject to the following conditions.

- (i) 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 Tenderer 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).
- (ii) We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer 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 tenderer of any of the terms and condition contained in the said tender by reason of the said tenderers 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. ....
- (iii) 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 tenderer 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 tenderer 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 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.

- (iv) 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 Tenderer 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 Tenderer 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 Tenderer
- (v) 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 tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer 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.
- (vi) 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 Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (viii) 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.
- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur 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...

### Annexure-III

## PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

### PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public sector bank(except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Jodhpur 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. \_\_\_\_\_

Dated 00.00.....

This Deed of Guarantee made between \_\_\_\_\_ a PSU Bank(except SBI) / ICICI/Axis/HDFC, 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 & 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 include 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 provisions thereof, of cash security deposit for the due fulfillment by the said letter of acceptance agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) being equivalent to \_\_\_\_ % of Contract value of Rs. \_\_\_\_\_ .

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 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 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 discharges or till the company certifies

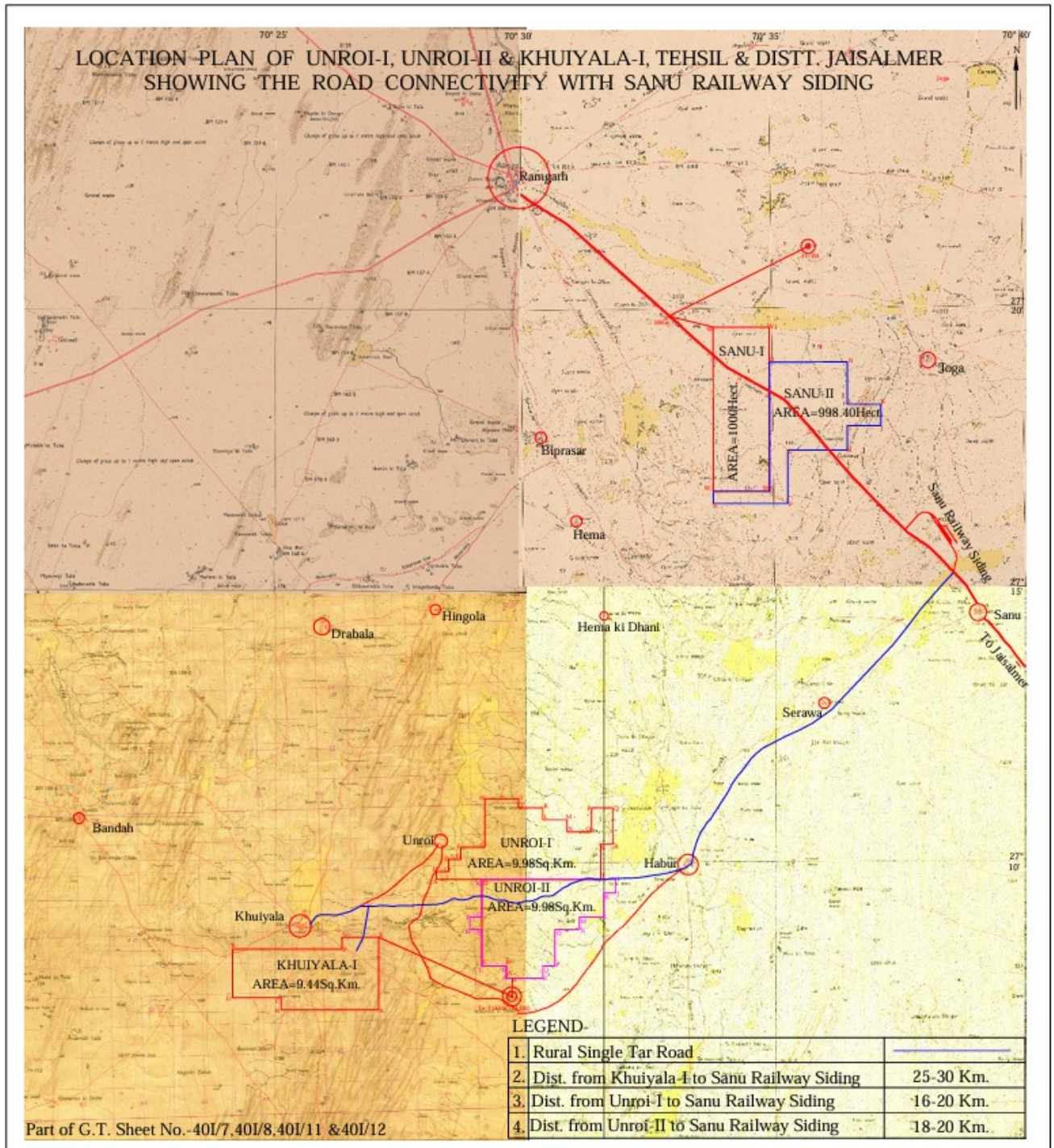


that the terms and the conditions of the said Letter of acceptance/ agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before 00.00.200..( scheduled completion date plus six months), the bank shall be discharges 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-Limestone 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 extent 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 not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with 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. 00/-is made by the Bank.
7. The guarantee will not be discharged or affected if the company holds/ obtain any other security/guarantee/ promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur Courts in the state of Rajasthan alone shall have jurisdiction.

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

e Ref: e-Tender No. RSM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024  
Surface plan showing Unroi-1 area of RSMML, Jaisalmer (Rajasthan)



## Annexure-V

### AFFIDAVIT

(on non judicial stamp paper worth Rs. 50/-)

**Ref: e-Tender No. RSMML/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

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

**Annexure-VI****Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD**

Sl.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c : Saving / Current / CC/ any other	
6	IFSC code	

Name & Signature of Tenderer  
with seal

**Compliance with the Code of integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

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

**Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

In relation to my/our Bid submitted For procurement in response to Notice Inviting Bids 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**  
**bidder**

**Place**

**Signature of**

**Name:**

**Designation:**

**Address:**

**The designation and address of the First Appellate Authority is –**

**Principal secretary of Department of Mines & Petroleum,  
Secretariat,  
Jaipur**

**The designation and address of the Second Appellate Authority is –**

**Principal secretary of 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.

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

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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



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

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

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

### Additional Conditions of Contract

#### 1. Correction of arithmetical errors

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

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

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

#### 2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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.

(To be typed on Non Judicial stamp paper of Rs. 50/-)

### **UNDERTAKING**

I.....age.....years, resident of.....as a proprietor/Partner/Director (as case may be) of M/s..... (name of Tenderer), here by undertake that I shall become a president/secretary/treasurer in order of the Co operative Society, which shall be formed as per terms of tender incase work is awarded against the **Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

OR

I.....age.....years, resident of.....as a proprietor / Partner/ Director (as case may be) of M/s..... (Name of Tenderer), here by undertake that I shall become a president/secretary/treasurer in order of the Co operative Society which is already formed in the name of M/s..... and shall work under this name as per terms of tender incase work is awarded against the **Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-07/2024-25 Dated: 22.07.2024**

It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

Place:

Date

Signature with seal

Name

#### **Note-**

- 1) Strike through whichever is not applicable.
- 2) **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**