



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

E-TENDER DOCUMENT FOR

**Sale/Removal of Overburden/Waste Rock by Deployment of
HEMM/Ancillary Equipments for Lifting and Transportation
of Over-burden, from Designated Overburden Dump Yards
At Jhamarkotra Rock Phosphate Mine, Udaipur (Rajasthan)**

e- Tender No. RSMM/CO/GGM (Proj)/2023-24/375 dated 14.03.2024

Issued by

Head (Projects), Corporate Office,

RSMML, Udaipur – 313001

Cost of Non Transferable Tender Document (including GST): Rs4720/-

Date of downloading of Tender: From 14.03.2024. to 15.04.2024 up to 1:00 PM

Pre-Bid Meeting Date & Time : On 28.03.2024 at 11:00 AM at RSMML's

Corporate Office, Udaipur, Rajasthan -313001

Last Date of Online Submission of Tender: 15.04 2024 up to 3:00PM

Date of Opening of Techno-commercial Part (Part I): 16.04.2024 at 3:30 PM

Registered Office:

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

Corporate Office:

4, Meera Marg,
Udaipur - 313 001
Phone : 0294-2428763-67,
fax 0294-
2428768,2428739

SBU & PC - Rock Phosphate,

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



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

4, Meera Marg, Udaipur - 313 001

Phone :(0294) 2427177, 2428792, 2428763-67, Fax :(0294) 2428768/2428739/2428770

Email: contractscsco.rsmml@rajasthan.gov.in

GSTIN 08AAACR7857H1Z0

Ref: e- Tender No. RSMM/CO/GGM (Proj)/2023-24/375

Dated 14.03.2024



DETAILED e- NOTICE INVITING TENDER

Online tenders are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individuals /Firms/Companies

Brief Description of work	Period of contract	Estimated Quantity/ per annum	Bid security/ Earnest Money
Sale/Removal of overburden/wasterock by deployment of HEMM/Ancillary equipments e.g. Excavators, Loaders, Tippers, Dozers, Water Tanker etc, for lifting and transportation of over-burden/waste-rock from designated dump -yards as per the direction of Engineer in charge	Five (05) year	5.00 lakh MT & its multiple up to 200 Lakh MT per annum	Rs. 10.00 lakh by DD
Cost of tender document Rs 4720/-is inclusive of GST, payable by DD in favour of “RSMM Ltd, Udaipur”			
Processing Fee	Rs. 2500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of sale of documents	From 14.03.2024 to 15.04.2024 up to 1:00 PM		
Date & time of Pre bid Meeting	On 28.03.2024 at 11:00 AM at RSMML, Corporate office, Udaipur,		
Last Date & Time of Submission of offer	15.04.2024 up to 3:00 PM at CO, Udaipur		
Date of opening of Techno Commercial offer	Dated 16.04.2024 at 3:30 PM at CO, Udaipur		

Tenderr shall be pre -qualified on the basis of criteria mentioned below-

- The annual turnover of bidder from any business should be at least Rs 5.00 crores during any of the five preceding financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors “information about DSC”, FAQs & the bidder manual kid “to know the process for submitting the electronic

bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on sppp.raj.nic.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 etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

In case the tenderer is a Company registered under the Companies Act, then the turnover of the Company shall only be considered. Joint Ventures (JV)/Consortium are also allowed to participate in this tender subject to the condition that JV/Consortium members would be responsible jointly and/or severally for the execution of the contract and other responsibilities & liabilities arising under this contract. Further, in such cases, the cumulative turnover of members of JV/Consortium shall be considered in ascertaining eligibility of tenderer. In case of JV/Consortium, the members of JV/Consortium shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of JV/Consortium during the bidding process. In the event, the bid of JV/Consortium is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

The tender shall be per-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11, chapter IV and other relevant provisions of the RTPP Act, 2012 and rules made there under shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

The tenderer shall be required to deploy the requisite make & model of the equipment to perform the entire scope of work & compliance of the terms & conditions of tender document thereof & to achieve the sale/transportation target, as given 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 opening.

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

Offers furnished through any other mode shall not be considered. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the highest price offer. The Company shall not be responsible for any postal delay or loss of offer.

Head (Projects)

Note: The tenderers are advised to keep visiting RSMML/E-proc/SPPP website till due date/extended due date(s) of tender for corrigendum /addendum if any to the tender. Only Banker's Cheque / DD/ BG towards EMD and Banker's Cheque / DD towards Tender document fees, processing fees, declarations and affidavits shall be physically deposited in original to RSMML, Corporate office, Udaipur & scanned copy of the same as to be unloaded with other documents on or before the due date of submission.

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. "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.2. "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2.1.3. "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.4. "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.5. "**Area/Areas**" shall mean the area/areas of overburden dumps viz Western, Central & Eastern Waste Pit dump.
- 2.1.6. "**Overburden Western Pit Dump**" means area of (A-ext Dump) in between survey sections 1815 E to 2155 E & 7367 N to 6119 N and 550 to 470 MRL and area of (AB-pit Dump) in between survey sections 1569 E to 3060 E & 5287 N to 4333 N and 590 to 500 MRL (Approximately).
- 2.1.7. "**Overburden Central Pit Dump**" means area of (CDE Dump) in between survey sections 3060 E to 5502 E & 5592 N to 3736 N and 600 to 500 MRL (Approximately).
- 2.1.8. "**Overburden Eastern Pit Dump**" means area of (FG Dump) in between survey sections 5502 E to 6894 E & 3889 N to 2894 N and 570 to 470 MRL (Approximately).
- 2.1.9. "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.10. "**Contract Document**" shall collectively mean designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.11. "**Contractor**" shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, project in-charge or successors and executors.
- 2.1.12. "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance /telegram awarding the work,
- 2.1.13. "**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.

- 2.1.14. **"Contract Rate" or "Schedule Rate" or "Tendered Rates" or "Rate of Sale"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the company for the supply of overburden or waste rock from the specified area/s and its disposal as per terms of the contract on per Metric Ton.
- 2.1.15. **"Commencement of work" shall be** within 60 days (which also includes installation of Weigh-Bridges by successful bidder) reckoned from the date of issue of a letter from RSMML to inform the successful bidder regarding the grant of various permissions from different statutory bodies e.g. Indian Bureau of Mines, Director General of Mines Safety, Department of Mines & Geology, Rajasthan State Pollution Control Board or any other statutory authority and to start the work for removal of over-burden at designated dumping yard/s.
- 2.1.16. **"Drawings"/ "Plan"** shall mean all map/s, plan/s, section/s, sketch/s, lay-out/s, and tracing/s, or print/s, thereof with additions, alterations, corrections and modifications if any, and as are incorporated or required from time to time in the contract for proper execution of work as may be given / approved in writing by the Engineer-in-Charge to the contractor from time to time in order to define broadly the scope and specifications of the work and reproduction/s thereof, for the execution of the contract.
- 2.1.17. **"Engineer-in-Charge"**, (EIC) shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC - Rock Phosphate.
- 2.1.18. **"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 may be notified in writing to the Contractor by the Company.
- 2.1.19. **"Final Certificate"** in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC - Rock Phosphate.
- 2.1.20. **"Managing Director"** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.21. **"Head of SBU & PC - Rock Phosphate"** shall mean General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 2.1.22. **"Head (Project)"** shall mean the Head of the Project department, Corporate office of Rajasthan State Mines and Minerals Limited or his successors in office so designated by the Company.
- 2.1.23. **"Mines Manager"** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2.1.24. **"Mobilization period"** shall mean the stipulated time prescribed in the tender document for the contractor to mobilize the equipment & man power to commence the work.
- 2.1.25. **"Letter of Acceptance"** shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 2.1.26. **"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.

- 2.1.27. "**Period of liability**" in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of unconditional final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the Company unless otherwise as mentioned.
- 2.1.28. "**Sub-Contractor**" shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 2.1.29. "**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.
- 2.1.30. "**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 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/so It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 2.1.31. "**Schedule of quantities and Rates**" shall mean the overburden lifting/removal schedule incorporated in the contract in which quantities of all work are entered for execution of the contract and the rate of sale thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- 2.1.32. "**Shift Manager/Shift In-charge**" shall mean the Mining Engineer so designated by company to look after overall control and supervision of mines in each working shift include Shift Engineer or Assistant Manager etc.
- 2.1.33. "**Shift work**" is an employment practice designed to make use of, all 24 hours of the clock each day of the week. The practice typically sees the day divided into shifts, set periods of time during which different groups of workers perform their duties.
- 2.1.34. "**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.
- 2.1.35. "**Tender**" shall mean the offer/bid submitted by the Contractor against this inquiry for acceptance by the Company.
- 2.1.36. "**Tonne**" shall mean metric tonne (1000 Kilograms).
- 2.1.37. "**Waste Rock**" or "**Overburden**" or "**OB**" or "**O/B**" shall mean all types of sedimentary, meta-sedimentary, remobilized Dolomite, Dolomitic Limestone, Siliceous & Ferruginous Dolomites/Limestones, altered/weathered Siliceous & Ferruginous variants of calcium-magnesium rock, overburden is normally devoid of any phosphate content (P₂O₅ content).
- 2.1.38. "**Work/s**" shall mean and include lifting/removal of over-burden (OB) from designated dump-yards and loading of OB into tippers/trucks, transportation of OB to contractor's destination with all leads and lifts involved in connection there with and

including all preparatory work, like dressing, leveling, 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 lifting and removal of overburden/waste rock as specified in the contract document to be executed in accordance with the terms of the contract.

2.1.39. **Rajasthan M-Sand Policy-2020:** Rajasthan Govt. has made this policy by amending the Rajasthan Minor Mineral Concession Rules, 2017 and these rules are called as Rajasthan Minor Mineral Concession (Amendment) Rules, 2021. In rule 52 of the said policy, after the existing sub-rule(1) and before the existing sub-rule(2), the section 52(1)A has been inserted for removal of overburden from Mines for the manufacturing of M-sand. As per Rajasthan Minor Mineral Concession rules M-sand is defined as manufactured sand produced by crushing of overburden/mineral.

2.2. INTERPRETATIONS:

- 2.2.1. Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2. Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3. The works upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- 2.2.4. 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.
- 2.2.5. 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.
- 2.2.6. General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.
- 2.2.7. Notwithstanding the sub-divisions 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.
- 2.2.8. 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 repugnance or variations, prevail.
- 2.2.9. 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.

- 2.2.10. 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.
- 2.2.11. 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.
- 2.2.12. No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2.13. The meanings of word enclose/submission 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.

SECTION-III

INSTRUCTIONS TO THE TENDERER

3.1 TENDERER TO OBTAIN THE INFORMATION HIS OWN:

- (i) 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.
- (ii) The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors". Information about DSC, "FAQs & the bidder manual kit" is to know the process for submitting the electronic bids at web site. The complete bid document has been published on the web site <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.
- (iii) All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading & also signed digitally by the designated authorized representative of the bidder.
- (iv) A scanned copy of EMD, e-Tendering processing fee & cost of tender document must be enclosed along with the technical bid proposal failing which the bid will be summarily rejected.
- (v) The demand draft towards the cost of tender document fees, earnest money deposit & processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Head(Projects), RSMML, Corporate office, Udaipur. This envelope should be marked with NIT number & work, name & address of the contractor; telephone no. etc. is to be written on the top for clarity. This envelope should be submitted in the office the Head(Projects), RSMML, Corporate office, Udaipur on or before the date & time as mentioned in the notice inviting tender. The company shall not be responsible for any postal delay. In case of non receipt of the same prior to the time of scheduled submission of the tender, the offer of the tenderers shall be rejected.
- (vi) The tenderer while quoting his rate shall, for all purpose whatsoever be, deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderers are required to satisfy him in all respect before the submission of offer.
- (vii) The tenderers shall be deemed to, have thoroughly examined the tender document, have obtained his own information in all matter whatsoever that might affect the carrying out of the works at the scheduled rates & have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderers are deemed to know the scope, nature & magnitude of the works & requirement of the materials, lubricant & oil & its storage equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/ workmen doing similar & same type of work etc & as to what all works he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The contractor shall be deemed to have visited site, availability of water, electric power, labour etc, transportation & communication facilities, probable sites for labour accommodation

- & store go-downs etc & all other factors involved in the execution of works.
- (viii) All the provisions of Rajasthan Transparency in Public Procurement Act 2012 & 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 & submit the bid electronically through the e-tender portal.
- III. The bidders are requested to download the e-tender help manual & 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 provision of Government of India IT Act.
- V. The technical bid form & price bid form will be available in prescribed format for down loading. The registered bidders can log into the e- Tender system & download the bid forms.
- VI. The bid form/s should be filled & submit using the Digital Signature Certificate. The supporting documents as required in support of tender should be scanned & uploaded in the e-Tender system.
- VII. The bid form should be not change or altered or tampered by the bidder. If the bid form found tampered, the bids will be summarily rejected.

3.3 TENDER DOCUMENT FEES:

The tender document fees as mentioned in the NIT shall be paid by way of Demand Draft in favour of RSMML payable at Udaipur.

3.4 e-TENDERING PROCESSING CHARGES:

For each & every bid submitted a non-refundable processing charge Rs2500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MDRISL" payable at Jaipur. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of Head (Projects), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date & time of submission of the tender.

3.5 ONE BID PER TENDERER:

Each tenderer shall submit only one tender, either individually or as a partnership firm or a private/public limited company or a co-operative society or JV/consortium.

3.6 COST OF BIDDING:

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

3.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER:

- I. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender.
- II. Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable

for rejection.

- III. Canvassing in connection with tenders is strictly prohibited the bids of those bidders who resort to canvassing, will be liable for rejection.
- IV. Tenderers, in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.
- V. The company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

3.8 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

- (i) In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the company will be supplied to all other intending tenderer and such clarifications will constitute addenda/ corrigenda to, and be read as part of the tender documents.
- (ii) The company will not be bound by any 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.
- (iii) Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

3.9 ADDENDA/CORRIGENDA:

- (i) Addenda/corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work of the tender documents etc.
- (ii) Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

3.10 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 28.03.2024 at 11:00 AM .
- ii. Tenderers are also advised to send their queries/clarifications in advance and addressed to the Head& In-charge SBU & PC, Rock Phosphate 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 Head(Projects), 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.

3.11 SUBMISSION OF TENDERS:

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

- (a) Complete set of tender document duly sealed & signed on each page by the tenderer as in token of acceptance of terms & conditions of this tender.
- (b) Letter of submission of tender as per Form-1.
- (c) Power of Attorney in favour of the authorized representative signing the tenderers.
- (d) Earnest Money Deposit (EMD) in the manner as prescribed in the NIT.
- (e) Details of the tenderer in Form-2 along with proof of status of tenderer as Individual Proprietary Firm, Partnership Firm, and Company etc. by way of Registration Certificate /Memorandum & Article of Association/Registration Deed etc. Partnership Deed duly attested by the Gazetted Officer/Notary public.
- (f) Information regarding the site organization, giving details of field management the tenderer proposes to have for this work in Form-4 as enclosed in tender document.
- (g) Copy of PAN Card (Income Tax Number).
- (h) Copy of GST Registration number.
- (i) Duly filled form 4 of tender document towards offered quantity of Overburden lifting per annum
- (j) Attested copy of the Audited Balance Sheet for the financial years prescribed in the tender document in support of the turnover.
- (k) Undertaking that no condition is mentioned in Part II i.e. 'Price Bid' and confirmation to the effect that the price quoted in Part II 'Price Bid' of the tender will be firm during contract period. Even if any condition/s, are mentioned those would be ignored, at the risk & cost of the tenderer.
- (l) "Exceptions and Deviations as per tender conditions in Form-3 enclosed. However it will be desirable that deviations are avoided as far as possible & rate offer be made based upon the tender terms & conditions. Exceptions & deviations made elsewhere in the offer shall be ignored.
- (m) Provident Fund Account Number of establishment and its effective date.
- (n) Duly filled Form 2 to Form 5 of tender document.
- (o) Undertaking /affidavit as per Annexure given in tender document.

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

3.12 PART II 'PRICE BID' (BOQ):

- I. The 'Price Bid' shall be submitted on line in the prescribed format only. It is suggested to the tenderer to carefully read the instructions mentioned in the proforma Form-5 for quoting the Rate. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format the Bids will be summarily rejected.

- II. The rates are to be quoted in Rupees in figures and words as per the price format.
- III. While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in under the head "Scope of Work" of Special Conditions of Contract of the tender document.
- IV. The bid price is to be quoted strictly in the format at **Form-5** on the letter head of the Bidder. The bidder shall quote bid in multiple of Rs 1 Per MT only. (Bidder shall not quote in paisa.)
- V. The Royalty, DMFT, RSMET and other taxes applicable on per MT of over-burden dispatched is to be paid by the bidders other than the bid price. Any other tax or duties etc payable on date or levied in future by whatsoever name called, or any revision in existing taxes/duties/levies shall be charged extra by RSMML on actual basis from the date of revision. At present the existing royalty is Rs 35/-MT.
- VI. Contribution of 10% of Royalty to District Mineral Foundation Trust(DMFT) for Over-burden shall be extra.
- VII. Contribution of 2% of Royalty towards Rajasthan State Mineral Exploration Trust(RSMET) for over-burden shall be extra.
- VIII. Processing fee @ Rs10/- on generation of each e-Rawanna shall be extra.

3.14: SELECTION CRITERIA

- i. Bidder shall quote their bid in Rs/MT which shall be exclusive of Royalty, contribution to DMFT, RSMET and other duties and taxes levied by the government from time to time.
- ii. Successful bidders shall be selected on the basis of highest bid-price quoted.

3.15 RIGHTS OF RSMML

- a. RSMML reserves the right to award DLOA and quantities of lifting of overburden to more than one bidder.
- b. RSMML reserves the right to accept or reject any or all the bids, in part or in all, without assigning any reason there to: -
- c. Not to accept the highest bid or assign reasons for not accepting the highest bid.
- d. To reject the bid, if it is established that the bidder has submitted any wrong/misleading information & forged document along with offer or thereafter.
- e. To accept or reject the bid in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or prescribed conditions are not fulfilled.
- f. To reject the bid in case it is later found that the bid was submitted by the bidders, who resorted to canvassing, corrupted or fraudulent practice.
- g. To increase / decrease the quantity and period of contract.
- h. Not to carry out any part of work.

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

3.13 NEGOTIATIONS

- (i) Negotiations may be conducted with the highest tenderer only. In case of non-satisfactory achievement of rates from highest tenderer, RSMML may choose to make a written counter offer to the highest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second highest tenderer, then to the third highest tenderer and so on in the 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 higher rate originally quoted by the tenderer.
 - (iii) In case of negotiations, representative 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.

3.14 DEADLINE FOR SUBMISSION OF BIDS:

The company may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the company and of the tenderers, which were previously subjected to the original dead line, will then be subjected to the new deadline.

3.15 LATE BIDS:

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

3.16 OPENING OF THE TENDER:

- a. The Techno-commercial Bid of the offer will be opened as per NIT.
- b. If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

3.17 EXCEPTIONS AND DEVIATIONS:

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Should it become necessary to take any exceptions &/or deviations, then those be given in the Form-3 only. Deviations mentioned anywhere else would plainly be ignored without any consequences. No exception & deviation should be mentioned in price bid. The exceptions & deviations, if maintained by the bidder & if in the opinion of the company, can be evaluated after loading financial component on the price offered by the tenderer, the same shall be evaluated at the sole discretion of the company .An exception or deviation, if not acceptable to the company, can result into rejection of the offer.

3.18 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

The tenderer must pay Bid Security/ Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of "RSMML" and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, 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 DLOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

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

- (i) If the tenderer withdraws or modifies the offer after submission of the tender.
- (ii) If the successful tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- (iii) If the successful tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- (iv) If it is established that the tenderer has submitted any wrong information/ forged documents. along with the tender or thereafter.
- (v) If the work is not commenced within the prescribed time period.

3.19 VALIDITY:

- (i) Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during this or in extended period, revoke, 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 & tender will not be considered for further evaluation.
- (ii) 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 responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

3.20 EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- (i) Prior to the detailed evaluation of bids, the Company will determine whether each bid;
 - a) Meets the eligibility criteria;
 - b) Has been properly signed, dated & sealed;
 - c) Is accompanied by the required securities; and
 - d) Is substantially responsive to the requirements of the bidding documents.
- (ii) A substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;
 - a) Which affects in any substantial way the scope, quality or performance of the work; and /or
 - b) Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; and /or
 - c) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids.

3.21 EVALUATION OF TECHNO-COMMERCIAL BID:

- (i) The Techno-commercial bids of substantially responsive tenderer 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.
 - (ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
 - (iii) The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.
- (iv) The price bid of only those bidders shall be opened who qualify in technical bid.
- (v) In the case, when the quotations given by the tenderer during negotiation is lower than the original quotation of the tenderer, then the tenderer will be bound by the higher rate originally quoted by the tenderer.
- (vi) In case of negotiations, representatives of the tenderer attending the negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations & rates offered by them.

3.22 CORRECTION OF ERRORS:

- (i) Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
 - a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
 - b) Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) Discrepancy in 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.
- (ii) 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.

3.23 PROCESS TO BE CONFIDENTIAL:

- (i) Information, relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the company's processing of bids or award decision may result in rejection of his bid.
- (ii) 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.

3.24 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- (i) 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/E-mail/Fax. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance”) will state the sum unit that the company will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (hereinafter and in the Contract called “the Contract Price”).

- (ii) 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 DLOA.

3.25 INTERFERENCE WITH PROCUREMENT PROCESS:

In case the bidder;

- (i) Withdraws from the procurement process after opening of financial bid,
- (ii) Withdraws from the procurement process after being declared the successful bidder,
- (iii) Fails to enter procurement contract after being declared the successful bidder,
- (iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder without valid ground.

shall, in addition to the recourse available in the bidding documents or the contract be punished under RTPP Act,2012 with fine which may extent to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

3.26 SIGNING OF THE CONTRACT AGREEMENT:

- (i) The successful tenderer shall be required to execute an agreement with the company on non-judicial stamp paper of appropriate value (prevailing under Indian Stamp Act on the date of signing of agreement) within 30 days from the date of issuance of DLOA but before the commencement of work. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- (ii) The contract agreement shall consist of (1) an agreement on non- judicial stamp paper of appropriate value, (2) tender document, along with the addend/corrigenda, if any (3) Letter of Acceptance &/or Detailed Letter of Acceptance (4) Agreed variations, if any & (5) any other document as mutually agreed.

3.27 REFUSAL / FAILURE:

In the event the tenderer, after the issue of communication of acceptance of tender by the company (DLOA), 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.

SECTION- IV
GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT

- 4.1.1 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.
- 4.1.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 4.1.3 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.

4.2 SECURITY DEPOSIT (performance Guarantee)

- 4.2.1 For the quantum of 5.00 lakh MT of overburden the selected bidder shall furnish a Security Deposit of **Rs 25 Lakh** in form of Bank Guarantee/ Demand Draft in favour of RSMML /Online Transfer at the time of signing of agreement after issuance of DLOA to Successful bidder. The Security deposit shall also be proportionately increased in case of award of additional quantity in multiple of 5 lakh MT.
- 4.2.2 The Bank Guarantee shall be provided only in the approved format of the RSMML as prescribed in the annexure 1, from a Scheduled Bank (Public Sector Bank)/ ICI-CI / IDBI/Axis Bank having its branch at Udaipur. No amendment in this format shall be acceptable to the Company. The Bank Guarantee shall be valid for the entire Agreement period and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.2.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company should the bidder, either fail to fulfill the obligations or fail to settle in full, his dues to the Company or non-signing of the agreement within stipulated period.
- 4.2.4 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 Agreement.
- 4.2.5 In case the Bank Guarantee is invoked for any reason/s, the bidders are required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.2.6 In the event of security amount at any time during the currency of the Agreement falling short of the specified amount, the bidders 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.

4.2.7 No interest is payable on Security Deposit amount.

4.2.8 The Security deposit submitted by the bidder shall be refunded on completion of work after the submission of “No claim and No dues Certificate” to the Company.

4.2.9 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.

4.3 SUB-LETING OF WORK:

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

4.4 DRAWINGS AND SPECIFICATIONS

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.

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

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

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.

The company shall not pay any additional amount on any such account.

4.6 STATUTORY OBLIGATIONS:

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

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

4.7 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

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

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

4.8 INDEMNITY

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.

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.

Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

4.9 WAIVER AND LIABILITY TO PAY COMPENSATION:

In any case in which any of the powers conferred upon the Company shall have become exercise able 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 exercise able 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.

4.10 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

4.11 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor have no claim, whatsoever against the Company if the work

or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason whatsoever The Company's decision in this regard shall be final and binding on the Contractor.

4.12 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining/related contracts or any other statutory authority for mining/related 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 derive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

4.13 PROTECTION OF WORK:

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 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 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 structures, 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 expenses.

4.14 COORDINATION AND INSPECTION OF WORK:

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 acknowledgment.

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. The Contractor shall confer with Engineer-in-Charge regarding details, pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and departmental work of the Company.

4.15 WORK IN MONSOON:

The overburden lifting work will entail working in the monsoon also. No extra payment to contractor 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.

4.16 WORK ON WEEKLY DAY OF REST AND HOLIDAYS:

Contractor shall observe weekly day of rest on Monday or as declared by company and OB lifting work shall remain stopped except maintenance and other emergency work. Contractor shall also observe holidays as declared by company from time to time and will make payment to his workers for such paid holidays.

Subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on the 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 holidays.

4.17 OTHER CONDITIONS:

The Contractor shall abide by provisions of applicable rules regarding working hours and over time. Shift timing should be concurrent with company shift timing. The provisions of Contract (R&A) Act 1970, Workman Compensation Act 1923 and Minimum Wages Act 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime, Workers' compensation settlement etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

4.18 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials diesel etc. required for the execution and completion of the works.

4.19 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of 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.

4.20 INSPECTION OF WORKS:

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

to the Contractor's authorize representative shall be considered to have the same force as if they had been given to the Contractor himself/itself.

4.21 ASSISTANCE TO THE ENGINEERS:

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

4.22 CONTRACTOR'S OFFICE AT SITE:

The Contractor 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.

4.23 SAFETY, SANITARY & MEDICAL FACILITIES:

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

The Contractor shall be responsible for the safety and discipline of his employees in all facets 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.

The Contractor shall promptly and immediately report any 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.

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.

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 & Vocational Training of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

4.24 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

The contractor shall have the sole responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his/their best skill, attention and supervision. 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.

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

The Contractor shall be responsible for the proper conduct and behavior of all the 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.

4.25 DAMAGE TO PROPERTY:

The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his cost to the satisfaction of the Company any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to the Company or 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.

4.26 FIRE PREVENTION:

The Contractor shall take all reasonable precautions to prevent fire in the vicinity of his/its operations, and shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his employees or his subcontractors or their employees or Company's operations or its employees.

4.27 RIGHTS OF VARIOUS INTERESTS:

The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.

Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any

additional payment, damages etc, whatsoever.

4.28 ARTICLES/MINERALS OF VALUE FOUND:

All ore or some mineral of value which may be found in, under or upon the site, shall be the property of the Company and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to the Company at the places directed, without any extra payment thereof.

4.29 POWER OF ENTRY

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

- i.) Contractor has failed to execute the Contract in conformity with contract document or
- ii.) Contractor has substantially suspended work or the works for a continuous period of 15days without permission from the Engineer-In-Charge, or
- iii.) Contractor has failed to carry on and execute the works to the satisfaction of the Engineer In charge, or
- iv.) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed, or
- v.) Contractor has abandoned the works, or
- vi.) Contractor during the continuance of the contract has becomes bankrupt.

Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plan/work by his authorize representative. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

4.30 POWER TO ORDER SUSPENSION OF WORK:

The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at anytime 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 suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own.

4.31 LIENS:

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.

4.32 RIGHT OF WAY:

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

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.

4.33 CHANGE IN CONSTITUTION:

The Contractor shall inform the Company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors at the earliest.

4.34 IF THE CONTRACTOR DIES:

Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

4.35 COMPLIANCE IN RESPECT OF VARIOUS ACTS

The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed 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/26, as deemed fit by the Company:

- (i) Contract Labour (Abolition & Regulations) Act 1970
- (ii) Payment of Wages Act, 1936
- (iii) Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- (iv) Maternity Benefit Act. 1961
- (v) Payment of Bonus Act 1965
- (vi) Mines Act 1952.

- (vii) Payment of Workmen's Compensation Act 1923 Amended in 1984, 2000)
- (viii) Minimum Wages Act., 1948
- (ix) Payment of Gratuity Act 1972
- (x) Forest Conservation Act, 1980
- (xi) The Water (Prevention and control of Pollution) Act 1974 & The Air (Prevention and control of Pollution) Act 1981 (amended 1987)
- (xii) Mines Rules 1955
- (xiii) Metalliferous Mines Regulations 1961
- (xiv) Mines Vocational Training Rules 1966
- (xv) Mines & Minerals Development & Regulation Act 1957
- (xvi) Mineral Concession Rules 1960
- (xvii) Mineral Conservation & Development Rules 1988
- (xviii) Environment Protection Act 1986 and Environment Protection Rules 1986
- (xix) Indian Forest Act 1927
- (xx) Fatal Accident Act,
- (xxi) Motor Vehicles Act, 1988
- (xxii) Apprentice Act
- (xxiii) Industrial Dispute Act, 1947
- (xxiv) Standing Orders Act, 1946
- (xxv) Electricity Act, 1910 /2003
- (xxvi) RTPP Act 2012
- (xxvii) Mineral Concession (other than Atomic and Hydro Carbon Energy Minerals) Rules-2016.
- (xxviii) Rajasthan M-Sand Policy-2020

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

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

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

The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/ mining practices. The Contractor shall be required to ensure vocational training and medical examination to his workmen and it should be completed before they are put to work as required under Mines Vocational Training Rules, 1966 & Mines Rules 1955.

4.36 COMPENSATION AND LIABILITY:

Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet (as per provision vide clause no. 4.4 of tender) the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the later's employees if such employees are not covered under the Contractor's insurance.

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

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 subcontractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

4.37 INSURANCE

Under the insurance scheme, the contractor shall be required to get comprehensive insurance plan to meet the liability arising out of workman compensation Act, for all the persons engaged in work. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the company on this account.

4.38 LIABILITY FOR ACCIDENT TO PERSONS:

Besides the liabilities of the Contractor under the "Workman's Compensation Act", "Fatal Accident Act", "Motor Vehicle Act", "Mines Act" the following shall also apply to the Contractor.

On the occurrence of any accident resulting in death or bodily injury to a workman employed/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 workman's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

4.39 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office, Department of Mines and Geology Govt. of Rajasthan, Indian Bureau of Mines, Ministry of Steel and Mines

Govt. of India 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 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.

4.40 NOTICES:

4.41.1 SERVICE OF NOTICE ON CONTRACTOR: Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his /its project in-charge or his authorized representative at the work site and at Udaipur.

4.41.2 SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE: 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.

i) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Head & In-charge (RP) at Jhamarkotra Mines and copy to authorized representative at the mines, and

ii) 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.

4.41.3 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his project in-charge or his authorized representative acting for him on his behalf.

4.41 TERMINATION:

4.41.1 In case either of the parties to the agreement commits breach of the terms and conditions and stipulated of clauses herein contained on the part of the other party to be observed and performed then the aggrieved party shall inform the other party in writing to set right or rectify the breach or omission of any of the term within 15 days of the receipt of such notice and if even after this party fails to remedy the said breach within the said period then this agreement, at the option of the aggrieved party may be terminated

and upon such termination of this agreement, but for the rights which have accrued prior to the date of termination, all the rights of the parties to this agreement shall immediately cease and determined.

4.41.2 In case either of the parties to the agreement commits breach of any of the terms and conditions and stipulated herein contained other than those provided in clauses above, on the part of the other party to be observed and performed then the aggrieved party shall inform the other party in writing to set right or rectify the breach or omission of any of the terms or conditions within 30 days of the receipt of such notice and if even after this such party fails to remedy the said breach within the said period of 30 days, the other party to the agreement will be entitled to get the breach remedied or omission removed, at the cost and expense of defaulting party.

4.41.3 In the event of non-renewal / extension of its lease hold rights by the State Government or any other competent and statutory authorities such as approval of Environmental Clearance, Consent to operate, DGMS approval etc, the agreement shall automatically stand terminated without any pre-notice, claim, compensation damages, etc. to the selected bidder.

4.41.4 For the avoidance of doubt, it is expressly agreed and declared that in the event of any of the terms and conditions of this agreement liable to be vitiated as being not enforceable such defect shall not vitiate the other provisions of this agreement, which may be legally valid, effectual, and binding on the parties hereto.

4.42 DISPUTE, JURISDICTION

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

4.43 APPEALS:

Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second Appellate Authority within a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he 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.

SECTION- V

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.0 APPLICABILITY

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

5.1 SPECIAL INSTRUCTIONS FOR THE TENDERERS

5.1.1 INTRODUCTION

Rajasthan State Mines and Minerals limited (RSMML) is one of the leading and progressive enterprises of the Government of Rajasthan. It occupies a place of pride in production and marketing of non-metallic minerals of India. RSMML is multi-mineral and multi-location enterprise engaged in mining of Rock Phosphate, Gypsum, SMS/Cement/Chemical Grade Limestone, Gypsum and Selenite. RSMML is not only the leader in Mining & Selling of Rock Phosphate, but also global pioneer in technology in open cast mining and mineral beneficiation of Carbonate Rock Phosphate. Besides minerals, RSMML has also forayed into Energy Sector and has setup 106.3 MW installed capacity Wind Power Project at Jaisalmer, Rajasthan and 5 MW Solar Project at Gajner, Bikaner.

RSMML has huge stock of mined out overburden generated during the mining of rock phosphate from its Jhamarkotra Mines. With a spirit of exploring commercial use of this product, RSMML is extending opportunity to eligible parties interested in the purchase of the overburden generated from RSMML's Jhamarkotra mines for its utilization and/or manufacturing commercially beneficial Crushed Stone Aggregate, Manufactured sand (M Sand) etc. and any other legitimate purpose outside the lease area of Jhamarkotra mines.

5.1.2 LOCATION AND ACCESSIBILITY OF SITE

The working site under the contract shall be within Jhamarkotra Rock Phosphate Mine which is located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). The area is accessible through three nearby Railway Stations of North Western Railways Viz. (1) Kharva Chanda (Southwest-10Kms.), (2) Umra (Northwest - 18 Kms.) and (3) Udaipur. Kharva Chanda and Umra are lying on Udaipur- Himmatnagar Railway Section. Udaipur Rly station is connected with Broad Guage railway line with major cities. It is also connected by a tarred road to Umra (18 Kms.) and Udaipur (26 Kms.) on State Highway. Jhamarkotra can also be reached from Udaipur Airport (42 Kms.) on Bombay-Delhi Air route.

5.1.3 CLIMATE

The site climate is semi arid with temperature varying from 15 degree centigrade in January to 40 degree centigrade in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 49 degree centigrade in summer and drops to 0.5 degree centigrade in winter. The average rainfall is

638mm per year mostly restricted to 4 months of June to September. Occasional scanty precipitation may bethere during winter season.

5.1.4 SITE INFORMATION

The Company is presently carrying out mining at A-Extension, B, C, D, E, F and G Blocks of the deposit. C, D and E are adjoining blocks and form parts of one pit designated as Central Pit. A, B and A-Extension are adjoining blocks forming parts of one single pit and designated as Western Pit. F and G are adjoining blocks and form parts of one single pit designated as Eastern Pit.

The following mentioned are the site information of the over-burden dump-yards from where company desires to sale over-burden to bidders.

5.1.4.1 Locations of Overburden/ Waste Dumps

(i)Overburden Western Pit Dump:-

Dump ID	Latitude (UTM)		Longitude (UTM)		Approx Quantity in MT
	FROM	TO	FROM	TO	
DUMP-1-A-extn.	24:28:53.60	24:29:25.48	73:49:17.86	73:49:31.89	18485376.00
DUMP-2	24:27:50.93	24:28:18.85	73:49:05.29	73:49:49.56	107934554.00

(ii)Overburden Central Pit Dump:-

Dump ID	Latitude (UTM)		Longitude (UTM)		Approx Quantity in MT
	FROM	TO	FROM	TO	
DUMP-3	24:27:32.69	24:28:05.93	73:49:57.75	73:51:18.82	280507500.00

(iii)Overburden Eastern Pit Dump:-

Dump ID	Latitude (UTM)		Longitude (UTM)		Approx Quantity in MT
	FROM	TO	FROM	TO	
DUMP-4a	24:27:04.55	24:27:27.90	73:51:21.15	73:51:34.46	43152200.00
DUMP-4b	24:27:14.72	24:27:36.74	73:51:14.41	73:51:59.75	44861908.00

5.1.4.2 One comprehensive contract is in progress in different pits i.e. Western Pit (A & B Blocks), Central Pit (C, D &E Blocks) and Eastern pits (F & G Blocks). The contractor shall ensure that existing haul road/approach roads/ramps are not excavated in course of their over-burden lifting operations.

5.2 PRE QUALIFICATION CRITERIA:

Tenderr shall be pre -qualified on the basis of criteria mentioned below-

- The annual turnover of bidder from any business should be at least Rs 5.00 crores during any of the five preceding financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in>& the link "help for contractors "information about DSC", FAQs & the bidder manual kid "to know the process for submitting the electronic

bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on sppp.raj.nic.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 etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

In case the tenderer is a Company registered under the Companies Act, then the turnover of the Company shall only be considered. Joint Ventures (JV)/Consortium are also allowed to participate in this tender subject to the condition that JV/Consortium members would be responsible jointly and/or severally for the execution of the contract and other responsibilities & liabilities arising under this contract. Further, in such cases, the cumulative turnover of members of JV/Consortium shall be considered in ascertaining eligibility of tenderer. In case of JV/Consortium, the members of JV/Consortium shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of JV/Consortium during the bidding process. In the event, the bid of JV/Consortium is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

The tender shall be per-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11, chapter IV and other relevant provisions of the RPPP Act, 2012 and rules made there under shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

The tenderer shall be required to deploy the requisite make & model of the equipment to perform the entire scope of work & compliance of the terms & conditions of tender document thereof & to achieve the sale/transportation target, as given 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 opening.

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

Offers furnished through any other mode shall not be considered. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the highest price offer. The Company shall not be responsible for any postal delay or loss of offer.

5.5 Special condition of the work

- i. The company shall at its own discretion and availability will provide land for temporary construction of contractor's field office, go-downs, workshop, assembly yard for equipment etc. at its own cost.
- ii. The work shall be carried out in day light hours only, however, the bidders shall make their own arrangement by deploying DG set operated lighting towers etc for the

illumination in their working areas as required under provision of MMR 1961 at all working places.

- iii. The Contractor will have to make independent arrangements for supply of water beyond the indicated source to its labour camps (if any) and working areas etc at its own cost.
- iv. Prior to commencement of the work the contractor shall submit the following details to the EIC
 - a. Details of the supervisory personnel, who will be engaged in supervision while execution of the work.
 - b. Details of the personnel who will be engaged for execution of the work.
 - c. Initial medical examination certificate required in prescribed Performa of such Contractor personnel.
 - d. List of the HEMM/equipment/machinery etc. along with its technical specification /purchase invoices/Registration Certificates.
 - e. The contractor shall update the documentation whenever there is change in details mentioned at Sr. no. (ii) to (vi) herein above.
- v. The contractor shall be solely responsible for carrying out all over-burden handling activities in accordance with provision of MMR1961 and circulars and directions/orders issued by DGMS from time to time. Contractor should formulate SOP(standard operating procedures) for operation of excavators, tippers, loaders any ancillary equipment, based on model Conditions of working in opencast mines by deploying heavy machinery for digging, excavation and removal of over-burden etc. under Reg. 106(2)(b) of MMR 1961.
- vi. The Contractor shall regularly submit to the Company the details of work executed, equipments working etc on daily basis compiled for a week in soft copy, in the specified format prescribed by Engineer-In-Charge.
- vii. The Contractor shall maintain various records as required under compliance of various statutory provisions and also as per directed by Engineer-In- Charge from time to time.
- viii. All HEMM i.e Excavators/shovels, dumper/tipper, dozers, loaders and other ancillary equipment proposed for use at mines should be equipped with/fitted with all safety appliance/items/gadgets/features as prescribed under Mines Act 1952/MMR 1961/any other law or by DGMS/other statutory authority vide any order/circulars.
- ix. Contractor is require to make necessary improvement/modification in OEM fitted safety appliance/items/gadgets/features in such HEMM to make them compatible with DGMS norms or norms prescribed under permission granted to RSMML for use of HEMM by DGMS.
- x. The Contractor shall have to take effective and adequate measures at its own cost and expenses for suppression of dust generated during the process of loading, unloading, hauling etc. in the working areas and on the haulage roads, including adequate water spraying/sprinkling by deploying adequate nos of truck mounted water tankers, so that the dust generated do not get air borne and its concentration in such places do not exceed the limits prescribed under the MMR 1961, or as stipulated by the MOEF. The deployment of tractor, tractor trolley, tractor trolley mounted water tanker is not permitted in mines as per statutory rules.
- xi. Presently one comprehensive mining work is also going on in Jhamarkotra Mines. The contractor is required to work out their schedule of work in close co- ordination /consultation with the Engineer-In-Charge of the Company. At the time of blasting in the areas being worked by mining contractor, the bidder will be required to vacate the areas being worked by the mining Contractor.

5.14 SCOPE OF WORK

Scope of work for handling/removal of overburden/waste-rock from different dump yards generally shall include but not limited to the followings:

- 5.14.1 The area covered in the scope of work in this tender document shall include area of overburden/waste rock OB dump Yards of 05 nos at Jhamarkotra Rock Phosphate Mine which has been specified in the tender document. The area as defined above has been marked on the composite surface plan, Company at its sole discretion may increase or decrease the area or alter the boundary line
- 5.14.2 Subject to the terms and conditions as herein above and hereinafter mentioned, the Contractor shall undertake the work by deploying its own requisite HEMM e.g excavators, dumpers/tippers, loaders, water tanker or any other ancillary equipment for the lifting of overburden/waste rock, and complete the work of handling/removal of overburden/waste rock from designated dump-yard as per the instructions and given plan, which shall in general include the handling/removal of overburden/waste rock, loading into tippers/trucks, transportation to contractors destination located out-side mines lease area and maintenance of approach/haul roads and other allied operational work etc., pertaining thereto and/or relating to the removal of overburden/waste rock as mentioned in tender document, etc.
- 5.14.3 The contractor will do the loading/excavation work on the overburden dumps keeping in mind all the Safety guidelines/Circulars/Rules/Regulations issued by DGMS from time to time for the working on dump-yards etc.
- 5.14.4 The contractor after lifting the overburden from designated dump-yards shall be required to directly transport the OB to its destination which shall be located outside Jhamarkotra Mines lease area. After loading the OB into truck/tippers the contractor shall not be allowed to unload it anywhere in the mine lease area for making temporary stacks/heaps etc for any purpose.
- 5.14.5 The Contractor shall not be allowed to segregate OB into lumps, fines etc before loading into tippers/trucks and for this purpose shall not be allowed to install/erect any mobile crushing screening plant at dump-yards or anywhere else inside the mine lease area. The contractor shall be required to lift the OB from the designated dump-yards on "As is where is basis" without any type of segregation before loading into tippers/trucks.RSMML shall not be liable for any issues raised by the successful bidder pertaining to area, quantity, and quality/suitability of Overburden available in the mines.
- 5.14.6 The machines, equipments and ancillary machines etc deployed by the Contractor and his organization for handling of the work shall be such as will ensure satisfactory rate of progress of work and achievement of schedule quantity of OB handling, which, in the opinion of the Company will ensure the completion of the works within the time herein specified. Further, the work should be executed strictly in conformity with the provisions of Mines Act 1952, MMR 1961 and all other relevant acts, rules, bye-laws and statutory provisions and instructions given by the Company and/or Engineer-In-Charge from time to time.
- 5.14.7 The Contractor shall give the company full information in advance as to his/its plans for carrying out the works. If at any time before the commencement or during the progress of the work, any part of the contractor's plant, equipment or facilities, or any of his/its method of execution of the work, appears to the Company to be unsafe or inadequate or his/its organization insufficient to ensure the required quality and rate of progress of the work, Company may order the Contractor to change or increase and improve his/its plant, equipment facilities, method of work, organization etc, and the contractor shall promptly comply with such orders, but failure of the Company to issue such orders shall not relieve the contractor and his/its obligation to secure the degree of safety, the quality of

work and the rate of progress required by the contractor for execution of his/its works under the contract. The Contractor alone shall be responsible for the safety, security and adequacy of his plant, equipment, personnel and method of work etc.

- 5.14.8 The Contractor shall deploy the requisite machinery and/or equipment at the site of work on or before expiry of mobilization period so as to execute the work as per time schedule. The contractor shall also deploy the required ancillary equipment to complete the work within the scheduled time period and to meet its contractual obligations.
- 5.14.9 The company shall not be made liable for any damage and/or compensation for idling of any of the equipment/and manpower for any reason whatsoever.
- 5.14.10 On the work being awarded, the Contractor, before the start of work and during mobilization period, shall submit his /its working plan for handling/lifting of overburden, including deployment of his/its equipment, etc. in the specified areas covered by the contract overall time schedule as specified for completion of the entire work including the mobilization period. The contractor shall thereafter submit to the Engineer-In-Charge progress of work done from time to time.
- 5.14.11 Contractor shall also furnish to the Engineer-In-Charge by 22nd of each calendar month, the program of work which the contractor proposes to take up and complete during the following month which shall be subject to alterations or modification as Engineer-In-Charge may consider it necessary in consultation with the Contractor without altering the overall time schedule and annual rock excavation programme.

5.15 STATUTORY PERMISSIONS

The successful bidder shall facilitate RSMML in obtaining required various statutory permissions like EC/Amendment in EC, Consent to Operate, HEMM deployment permission from DGMS and from various statutory agencies, from the departments of Government of Rajasthan and Government of India, at his own cost, as and when required.

Bidder shall be liable for any penalty imposed by the Government Departments on account of any violation/ illegal activities/ theft of Overburden during the agreement period and the same shall be paid by the bidder on account of settlement of the penalty.

RSMML shall ensure the compliance of all statutory provisions as supervisory role in the operations. However, bidder/s shall assist RSMML in obtaining Statutory Permissions/ compliance and not entitled to claim any loss on account of delay in Statutory Permission/ clearances of the violations by the concerned Government Department.

5.16 Government Policies Governing the Sale/Removal of Over-burden from Mines Lease.

The policies of Govt. of India, Govt. of Rajasthan or any other statutory authority shall be applicable for the sale/disposal of overburden during the contract period. The grant of permit to RSMML for the supply of overburden to contractors is governed by the following mentioned policies. Some salient features of the policies has been reproduced here for the information of the bidders. However, all the relevant paras of policies shall be applicable during the contract period.

(i) Rajasthan M-Sand Policy-2020: Rajasthan Govt. has made this policy by amending the Rajasthan Minor Mineral Concession Rules, 2017 and these rules are called as Rajasthan Minor Mineral Concession (Amendment) Rules, 2021. In rule 52 of the said policy, after the existing sub-rule(1) and before the existing sub-rule(2), the section 52(1)A has been inserted for removal of overburden from Mines for the manufacturing of M-sand. As per Rajasthan

Minor Mineral Concession rules M-sand is defined as manufactured sand produced by crushing of overburden/mineral.

(ii) Mineral Concession Rules-2016, Sub-rule,12(k): In respect of any mineral which in relation to its use for certain purpose is notified as a mineral other than a minor mineral and in relation to its use for other purposes as a minor mineral, the lessee who holds a lease for extraction of such minerals under these rules whether or not it is specified as a mineral other than minor mineral in the lease deed, shall not use or sell the mineral or deal with it in whatsoever manner or knowingly allow anyone to use or sell the mineral or deal with it in whatsoever manner as minor mineral.

Provided that if on an application made to the state government in this behalf by the lessee, the state government, in consultation with Indian Bureau of Mines, is satisfied that having regard to the inferior quality of such mineral, it can not be used for any of the purposes by reason of which use it can be called a mineral other than minor mineral or that there is no market for such mineral as a mineral other than minor minerals, the state government may by order permit the lessee to dispose of the mineral in such quantity and in such manner as may be specified therein as a minor mineral.

(iii) Grant of Permit as per Rajasthan Minor Mineral Concession Rules:2017 (with amendments), Sub-rule, 52(2): For removal of minor mineral stock from major mineral leases.

(a) The Mining Engineer or the Assistant Mining Engineer concerned may after verification, grant permit for removal of minor mineral from major mineral lease area, to the concerned lessee on advanced payment of royalty, contribution to District Mineral Foundation Trust fund as per rates specified in the District Mineral Foundation Trust Rules-2016, as amended from time to time. Such permit shall be granted for a maximum period of six months for the quantity as desired by the lessee. Royalty, so deposited shall not be adjusted in the dead rent payable by lessee:

Provided that the lessee shall dispatch the minor mineral with valid rawanna.

(b) Every application for permit shall be accompanied by a sketch map showing location of minor mineral stock, quantity and period required:

Provided that the Mining Engineer or Assistant Mining Engineer on verification, may grant permit, after depositing royalty and other charges in advance, mentioning therein quantity of mineral and period of permit; and

(c) the Mining Engineer or Assistant Mining Engineer may refuse to grant permit for any minor mineral with reasons to be recorded in writing and communicated to the applicant.

(d) the lessee shall not dispatch minerals in excess of the quantity mentioned in the permit.

Provided that if lessee has dispatched minerals to the extent of ten percent over and above the quantity specified in the permit, only single time royalty and quantity more than ten percent but up to twenty five percent, two times of royalty on entire quantity over and above specified in the permit shall be recovered and any quantity more than twenty five percent, entire quantity over and above specified in the permit shall be rated as unauthorized dispatch and lessee shall be liable to pay cost of such excess mineral which shall be computed as ten times of the royalty payable at the prevalent rate.

5.17 APPLICATION BY RSMML FOR THE GRANT OF PERMIT FOR USE OVERBURDEN:

At present RSMML is applying for the grant of permit for use of overburden as per rule 52(2) of Rajasthan Minor Mineral Concession Rules-2016. At present Department of Mines and Geology(DMG) has defined the overburden as **Masonry Stone** for the calculation of royalty and other applicable charges. At present the existing royalty is Rs 35.00/MT. Apart from royalty 10% of royalty is being charged as DMFT and 2% of royalty is being charged as RSMET. As per this rules short term permit is granted for a maximum period of six months for the applied quantity of overburden. With the online application for short term permit, the documents as below mentioned are required from parties for onward submission to DMG. The bidders shall facilitate RSMML/company in applying for Short Term Permit & bear the cost for the same.

- (i) Declaration by Bidders on Non-judicial stamp paper mentioning the credentials of the bidders firm, plant location/address and clearly mentioning intended use of overburden.
- (ii) GST Registration Certificate of Bidders firm.
- (iii) PAN of the Bidders firm.
- (iv) PAN of the proprietor/director/partner etc of the firm.
- (v) Copy of Aadhar of proprietor/director/partner etc of the firm.
- (vi) Any other document if desired by DMG at the time of applying for Short Term Permit.

5.19 Other CONDITIONS:

There are special conditions applicable to all the area/s of contract which are described as under. Besides the scope of work described elsewhere in this tender document, the scope of work for the area/s is also inclusive of but not limited to the following

- i) The contractor shall abide by conditions stipulated in different statutory approvals accorded to RSMML by the statutory authorities like, DGMS, IBM, CGWD, MOEF etc. from time to time including permission under 106(2)(b) of MMR by DGMS and Scheme of Mining, PMCP by IBM etc.
- ii) The company's mining contractor(MDO Contractor) activities are going on in Central pit, Western pit and Eastern pit. The contractor has to ensure that as a result of his/its activities the departmental activities and activities of other contractors working in this area/s are not interrupted, endangered and affected. The Contractor has to ensure that roads are not blocked or endangered as a result of his activities. At places, approach roads to the departmental & contractual workings are passing through proposed roads for Central Pit (C,D & E Blocks). Further, if any of the existing roads is required to be excavated, it shall be taken up only after an alternative road is made available as per the specifications approved by the Engineer-in-Charge so as to pass traffic to/ from departmental workings &/or other contractors working.
- iii) The area of one dump may be used by more than one agency. In such an eventuality the contractor shall have to provide access / free passage to the man and machinery of other agencies to such dump yard.
- iv) Proper water sprinkling is required at the time of transportation & loading/unloading points of material for dust suppression.
- v) The contractor 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. Contractor shall strictly comply the same without any additional cost.
- vi) At the time of blasting in the areas being worked by company's mining contractor, the

bidder will be required to vacate the area as per instruction of blasting personnel.

vii) Contractor shall have to make all necessary arrangements for proper illuminations at the OB dump, haul roads by using diesel operated mobile lighting (illumination) towers and fixed electrical over head lines at its own cost.

5.20 APPROXIMATE QUANTITIES OF OVERBURDEN HANDLING INVOLVED

At present a total quantity of 500 million tonne of overburden dumps is available at Jhamarkotra Rock-phosphate mines.

The bidders can bid for a minimum overburden lifting quantity of 5.00 (Five) lakh MT per annum & its multiples up to 200 Lakh MT per annum.

The company reserve its right to award the contract for lifting of overburden to single and / or multiple bidder on the highest rate offered for lifting of overburden. The decision of the company in this regard shall be final and binding on the bidder. No claim of whatsoever nature will be entertained by the Company.

Notes:

- i) The lifting of waste rock/overburden its transportation shall have to be carried out during day light hours only and as per the time schedule submitted by the bidders and accepted by the Company. The time schedule will be based on the total quantum of lifting during the contract period.
- ii) The company reserves the right to make any alteration/addition in the area for the contracted quantity as above including allotment of work in other alternate areas.
- iii) The Contractor shall have to strictly abide by annual schedule of work prescribed in the tender document.
- iv) The Company will notify the location for lifting of overburden from designated place in dumping yards.

5.22 PERIOD OF CONTRACT:

The period of the contract shall be for Five years (60 months) from the date of issuance of letter of commencement by the Company/ Head & In-charge SBU & PC (Rock-Phosphate). The successful bidder has to commence the work within a period of 60 days from the date of issuance of letter of commencement.

The period of contract can be extended up to further period of 2.5 year as per RTPP Act and rules at the sole discretion of Company. The works will be commenced only after grant of various permissions from different statutory bodies and shall be notified by the H&I (SBU & PC -RP) as already mentioned in the tender document.

5.23 SCHEDULE OF QUANTITIES

The awarded annual quantities shall further be divided into monthly / quarterly/half yearly schedules as per the time period and directions of Engineer-In-Charge. This schedule is subject to be modified, if any, in ref to tender provisions mentioned herein above, by the company in writing from time to time.

5.24 COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR SHORTFALL IN THE EXECUTED QUANTITIES:

In case of failure to commence the work within the stipulated period w.e.f. date of notification of commencement by Company/ H&I,SBU & PC (RP) the company shall have absolute discretion to levy pre-determined compensation @ 1% of the annual contract value on monthly basis. Subject to maximum compensation of 10 % of annual contract value. Further the company may withdraw the letter of Acceptance and forfeit security deposit (SD).

In case of shortfall in lifting of 60 % of annual quantities a pre-determined compensation @ 10% of the value of shortfall quantities on annual basis shall be levied by the company. The accepted and awarded rate of overburden lifting and shortfall quantity shall be the basis for determination of compensation amount.

However, 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 on the merits of in reasons of shortfall & Compensation for shortfall will be recovered based on such revised 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.

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.

5.25 RIGHT TO REVIEW PERFORMANCE

The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.

5.27 Payment Arrangement for Material Value of Overburden/Waste Rock

Bidder shall furnish material value in advance to RSMML in 04 (four) installments for annual quantities on quarterly basis. Payment for Material Value is to be deposited in advance for the quantity including its bid price, Royalty and other levies on Royalty and GST in favour of RSMML by way of Demand Draft, Pay Order, RTGS *etc.*

(ii) Issuance of Contract Release Order (CRO) against advance payment shall be subject to credit of the amount in RSMML's account. Dispatches shall be executed at mines according to the CRO.

5.28 ESCALATION IN RATE:

Escalation in the rate shall be applicable by the successful bidder @ of 5 % on cumulative basis on yearly basis. The first escalation shall be applicable after the completion of one year from the date of start of work.

5.28 PROCEDURE FOR MEASUREMENT/BILLING OF WORK-IN- PROGRESS:

The successful bidder may establish its own weigh bridges for the weighment of overburden or the weighment shall be made on the notified weigh bridges by the company . The weighment cost shall be borne by the successful bidder. The weigh-bridges shall be operated under the overall supervision of RSMML. These weigh-bridges shall be impaneled with the DMG portal for the generation of e- rawannas. In case of availability of land, the company may provide suitable land to the successful bidder for installation of weighbridge at its own cost.

The shifting of weigh- bridges to different locations at bidders cost may be required during the contract period depending upon the work requirement. RSMML shall not bear any cost incurred in the shifting of weigh-bridges.

5.31 FINAL CERTIFICATE:

Upon expiry of the period of liability and subject to the Engineer-in-charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Head& In-charge SBU-RP, 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 Head&In-charge.

5.33 UNDERTAKING

I/We have carefully gone through & fully understood all terms & conditions of tender and also special terms and conditions dealt in various sections various sections, clauses, sub-clauses etc. and these are acceptable to me/us.

For and on behalf of the tenderer

(Authorized Signatory)

Seal & Dated

SECTION-6

(On the letter head of the tenderer)

LETTER OF SUBMISSION OF TENDER

FORM "1"

FROM

To:

DATE:

The Head (Projects),Corporate office,
Rajasthan State Mines & Minerals Ltd.,
UDAIPUR 313001 (Raj).

Sub: Sale/Removal of overburden/wasterock by deployment of HEMM/Ancillary equipments e.g. Excavators, Loaders, Tippers,Dozers, Water Tanker etc, for lifting and transportation of overburden/waste-rock from designated dump -yards as per the direction of Engineer in charge at Jhamarkotra Rock PhosphateMine, Udaipur (Rajasthan)

Ref: e- Tender No. RSMM/CO/GGM (Proj)/2023-24/375 dated 14.03.2024

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 quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of crossed Demand Draft / BG in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
D.D. /Pay Order/BG No & Date Name and Address of Bank Amount
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or 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 requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
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 Company in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 20....

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

Witness Name in Block Letters:

Full Address

(On the letter head of the tenderer)

FORM "2"

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

Ref: e- Tender No. RSMM/CO/GGM (Proj)/2023-24/375 dated 14.03.2024

Name of Tenderer _____

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

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail, mobile no.	
2.3	Telegraphic Address	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
3.4	Co-operative Society registered under RCA, Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited companies, the Article of Association & Memorandum of Association is needed with special indication that the said Article of Association & Memorandum of Association allows the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Others (Please specify)- Attach duly attested supporting document)	
4.0	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last financial years.	
5.1	Year(2019-20)	
5.2	Year (2020-21)	
5.3	Year (2021-22)	
	Year (2022-23)	
5.4	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
	Other information	
6.0	Main business activities (experience) of the tenderer	
6.1		
6.2	Others (Please specify)	
7	Proof of experience.	
a)	Past experience of tenderer as per format	
b)	Copies of Work orders -	Enclosed /Not Enclosed
c)	Work completion certificates	Enclosed /Not Enclosed
d)	Break up of Year wise revenue against each order	

	is given	
8	Details of concurrent commitments (FORM 4)	
9	Acceptance of tender terms & conditions.	
10	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes /No.
11	Whether the tenderer has proposed any conditions addition/modification/ deviation to the terms & of the tender.	Yes /No. Note: If yes, please provide details as per Exceptions and Deviations statement {Form 5}
12	Proposed site organization	
13	Copy of P.F. registration certificate	
14	Copy of GST registration certificate	
15	List of trained & experienced Technical persons employed with the contractor showing their qualification and experience.	
16	Any other relevant information about the tenderer.	
17	Affidavits on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes No.
18	Details of Earnest money deposited (as per NIT) Demand Draft /Pay order	No. & Date. Name of Bank &Payable at
19	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions alongwith "Price Bid". If any such additional condition and/ or deviation are found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
20	Action plan regarding acquiring/getting requisite machinery for successful execution of the entire work.	
21	PAN No.	
22	Status of registration under MSMED Act along with copy of certificate	
23	Any other information/document Tenderer wish to submit to strengthen his bid.	

1. If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may not be opened, for which, the tenderer will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. Before enclosing the documents read carefully the tender document conditions/stipulations and enclose the requisite documents only.
3. Photocopies of the documents shall be self attested.

(Authorized Signatory)

Name of the Tenderer: -----

Designation/Relationship of the: -----

Authorized Signatory with the tenderer

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

(On the letter head of the tenderer)

FORM"3"

EXCEPTIONS AND DEVIATIONS

Ref: e- Tender No. RSMM/CO/GGM (Proj)/2023-24/375 dated 14.03.2024

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 documents	Subject	Deviation

Signature of Tenderer with office seal

(On the letter head of the tenderer)

FORM"4"

Offered quantity

Ref: e- Tender No. RSMM/CO/GGM (Proj)/2023-24/375 dated 14.03.2024

Name of Tenderer _____

The Tenderer is to indicate herewith the offered quantity of Overburden lifting per annum :

Sl	Minimum quantity	Multiples offered Proposed quantity to be lifted by the bidder per annum
1	5.00 lakh MT of overburden .	
2	Total Quantum of lifting proposed by the bidder.	

Signature of Tenderer with office seal

Performa of "PRICE-BID"

To be submitted strictly online in the prescribed format provided at <https://eproc.rajasthan.gov.in> else tender will liable to be rejected.

Name of Work: Sale/Removal of 200 Lakh MT overburden/waste rock by deployment of HEMM/Ancillary equipments e.g. Excavators, Loaders, Tippers, Dozers, Water Tanker etc, for lifting and transportation of over-burden/waste-rock from designated dump -yards as per the direction of Engineer in charge

Ref: e- Tender No. RSMML/CO/GGM (Proj)/2023-24/375 dated 14.03.2024

Name of Tenderer _

Sr. No	Particulars	Approx. Total Quantity per annum in multiples of 5.00 lakh MT per annum	Rates in Rs. per MT of overburden
1.	Sale/Removal of overburden/wasterock by deployment of HEMM/Ancillary equipments e.g. Excavators, Loaders, Tippers, Dozers, Water Tanker etc, for lifting and transportation of over-burden/waste-rock from designated dump -yards as per the direction of Engineer in charge	200.00 lakh MT	<p>Rates to be quoted online in in the prescribed format at www.eproc.rajasthan.gov.in</p> <p>Rate.....</p> <p>.....Rs./MT</p>

NOTE-

- 1) Bidder must enter the rate in figure & words.
- 2) In case of discrepancy in word & figures, the higher of the two will be taken as quoted value.
- 3) The rate quoted by bidder is on an Ex-Mines basis and is exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), National Mineral Exploration Trust (NMET), GST and any other taxes /levies as applicable on actual basis from time to time which shall be paid additionally on the prevailing rates.
- 4) All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
- 5) The Royalty, DMFT, RSMET and other taxes applicable on per MT of Over-Burden dispatched is to be paid by the bidders other than the bid price. Any other tax or duties etc payable on date or levied in future by whatsoever name called, or any revision in existing taxes/duties/levies shall be charged extra by RSMML on actual basis from the date of revision.
- 6) At present the existing royalty is Rs 35.00/MT. Apart from royalty 10% of royalty is being charged as DMFT and 2% of royalty is being charged as RSMET extra respectively.
- 8) Processing fee @ Rs10/- on generation of each e-Rawanna shall be extra.

Signature of Tenderer with office seal

DECLARATION BY THE CONTRACTOR

1. I/we do hereby confirm and declare that we have independently inspected Jhamarkotra Mines, ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
2. I/we have also ascertained the location and situation of all over-burden dump yards e.g. area/site and the area where the contractual mining operations are going on/ would be going on and the specified areas where the bidder would be required to undertake the lifting/removal work of over-burden and re-handling, existing approach road/s.
3. I/we have also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc.
4. I/We do hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated:

Place: -----

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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense 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

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

**Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur**

The designation and address of the Second Appellate Authority is –

**Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
Jaipur**

(1) Filing an appeal

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

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

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

- (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.

Form of Appeal

- (f) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (g) 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.
- (h) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(5) 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.

(6) Procedure for disposal of appeal

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

**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

ANNEXURE "K"

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.
- i. 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
- ii. 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 Highest 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.
- (i) 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.

Format of Affidavit for MSME Unit

(on non-judicial stamp paper of Rs. 100/- duly attested by Notary public/First class magistrate)

I,S/o.....aged..... residing at
.....proprietor/partner /Director of
M/s. do hereby solemnly affirm and declare
that:-

- a) My / our above noted enterprise M/shas ben issued acknowledgement of Entrepreneurial Memorandm part-II by the district Industries Center,..... The Acknowledgement No. Is dated.....and has been issued for manufacture of following items:-
 - i. .
 - ii. .
 - iii. .
 - iv. .
- b) My / our above noted acknowledgement of Entrepreneurial Memorandum part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- c) My / our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above items.
- d) The present status of the firm is as per acknowledgement of Entrepreneurial memorandum part-II issued on the date of District Industries Center,

Place

signature of proprietor/partner/Director

Authorized signatory with stamp and date

VERIFICATION

I,S/o.....aged.....residing at
.....proprietor/partner
/Director of
M/s.....verify
and confirm that the contents at a), b), c) & d) are true and correct to the best of my knowledge and nothing has been concealed therein. So, help me God.

Deponent

Date: