



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

e-TENDER DOCUMENT

FOR

Loading of Rock Phosphate into Trucks/Tippers etc deployed by customers of RSMML by using Front End Loader at Jhamarkotra Rock Phosphate Mine Distt. Udaipur”

e- Tender No. RSMM/CO/GGM(Cont)/Cont-04/2015-16 dated 08.07.2015

Issued by
General Manager (Contracts),
Corporate Office, RSMML, Udaipur – 313001

Cost of Non Transferable Tender Document (including VAT) : Rs 4560/-

Date of downloading of Tender : From 14.07.2015 to 12.08.2015 up to 1:00 PM

Last Date of Online Submission of Tender: 12.08.2015 up to 3:00PM

Date of Opening of Techno-commercial Part (Part I): 13.08.2015 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)

Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,
Phone : 0294-2803519,2428763-67, fax 0294-2428768,2428739

Ref. no :- RSMM/CO/GGM(Cont)/Cont-04/2015-16

Dated. 08.07.2015

Detailed e- NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies

Brief Description of work	Annual tendered Qty. (approx)	Contract Period	EMD
Loading of Rock Phosphate into Trucks/Tippers etc deployed by customers of RSMML by using Front End Loader at Jhamarkotra Rock Phosphate Mine Distt. Udaipur	6.50 Lac MT	Two Year	Rs.4.16 lac/-
Cost of tender document is Rs 4560/- (inclusive of VAT), payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 14.07.2015 to 12.08.2015 up to 1:00 pm,		
Last Date & Time of online Submission of offer	Dated 12.08.2015 up to 3:00pm		
Date of opening of Techno Commercial offer	Dated 13.08.2015 at 3:30 pm at C. O. Udaipur		

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

- (i) Tenderer should have minimum turnover of Rs.26.00 lacs in any one of the preceding four financial years i.e., 2011-12,2012-13, 2013-14 and 2014-15.

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

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the turnover of partners/members should be considered.

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

General Manager (Contracts)

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

SECTION I

Definitions, Interpretations and Declaration by the Contractor

1.0 DEFINITIONS:

- 1.1 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.1.1 "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**Contractor**" shall mean the Tenderer as an individual or the Firm or the Company whose offer has been accepted by the company and who has been awarded the job(s) envisaged under this tender. It shall also include their Legal Representative, successors and Permitted Assigns.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, tender document comprising of instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, etc., letter of Acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.9 "**Contractual year**" shall mean a period of twelve months commencing from the date of issue of LOA/DLOA.
- 1.1.10 "**Financial year**" means a period of twelve months commencing from 1st April of a Calendar year & up to 31st March of succeeding Calendar year.
- 1.1.11 "**Tendered Rates**" means rate entered in figures and words in schedule/s by the Contractor for execution /performance of all contractual obligations as per terms of the contract on per MT basis.
- 1.1.12 "**Contract Rate**" or "**Schedule Rate**" or "**Rate of remuneration**" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract on per MT basis.

- 1.1.13 **“Contract Period”** shall mean the period agreed & allowed for the execution of the work and settlement thereof. It shall also include the extended period, if any.
- 1.1.14 **“Commencement of work”** shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 1.1.15 **“Engineer-in-Charge”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC – Rock Phosphate.
- 1.1.16 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.17 **“Group General Manager (Contract)”** means the Group General Manager (Contract) of the company and his successors in the office.
- 1.1.18 **“Head of SBU & PC - Rock Phosphate”** shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.19 **“HGO”** shall mean high grade ore chips -1/2” in size having +31.5% P2O5.
- 1.1.20 **“LGO”** shall mean low grade ore chips -1/2” in size having P2O5 less than 23%.
- 1.1.21 **“Concentrate/BRP”** shall mean beneficiated rock phosphate of +31.54% P2O5 and 200 mesh size
- 1.1.22 **“Loading Point”** shall mean the site at the mine/crushing & screening premises from where loading of product take place.
- 1.1.23 **“Material”** shall mean and include either Rock phosphate (Chips & Concentrate) or any other material specified by the company.
- 1.1.24 **“Mines”** shall mean Jhamarkotra Mines of the company.
- 1.1.25 **“Mines Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.1.26 **“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.
- 1.1.27 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.28 **“Ore”** or **“Rock Phosphate Ore”** or **“Phosphorite”** shall mean all types of meta-sedimentary rock phosphate with variable P2O5 content having “Apatite” as main constituent mineral along with other associated impurities and occur as a well-defined bed with sharp & clear demarcating contact from the overburden/waste/secondary ore.
- 1.1.29 **“Plant”** shall mean the existing and/or forthcoming (if any) crusher & screening plants in the lease area.
- 1.1.30 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.31 **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.32 **“Tenderer”** shall mean the individual or firm or company who have submitted the offer against this Notice inviting tender.
- 1.1.33 **“Tonne”** or **“MT”** shall mean metric tonne (1000 Kilograms).
- 1.1.34 **“Work”/“Job”** shall mean the works to be executed in accordance with the contract or part thereof and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.

1.2 INTERPRETATIONS:

- 1.2.1 Headings of all the paragraphs are indicative only and are not intended to provide explanation &/or complete details thereof.
- 1.2.2 Wherever it is mentioned that the Contractor shall do or perform or cause to 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.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 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.
- 1.2.6 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.
- 1.2.7 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.8 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 repugnancy or variations, prevail.
- 1.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.

- 1.2.11 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.
- 1.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

1.3 **DECLARATION BY THE CONTRACTOR**

- 1.3.1 The Tenderer do hereby confirm and declare that they have independently inspected existing crushing units and different loading points of Jhamarkotra Mines including other related areas, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, facilities etc. at Jhamarkotra Mines.
- 1.3.2 The Tenderer has also ascertained the location and situation of area/site where as Contractor it would be required to undertake the loading work including existing/proposed approach road/s and other data, information, particulars etc. appreciating all pros and cons, availability of source of water in the area, availability of land and its location/distance from site camp, stores, etc. and all such other information, whether technical/commercial or otherwise.
- 1.3.3 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and nature of various types of Rock Phosphate ore, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 1.3.4 The tenderer has also taken note of a fact that it is an operating mines area, where besides departmental activities, various other contractual works are being executed. The contractor has to execute this work in close coordination with the concerned agencies

SECTION-III
INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the

scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

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

3.2 Tender Procedure

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

3.3 Tender Document Fee

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur,

Rajasthan-313001 on or before the date and time of submission of the Tender.

- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

- 3.5 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.

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.7 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.
- 3.8 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.10 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.11 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.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

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

ADDENDA/CORRIGENDA

- 3.15 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.16 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

The tenders shall be submitted online as prescribed above in the tender document.

The **“Techno – commercial Bid”** should contain the scan copy of following:

- i) Details of Earnest Money Deposit.
 - ii) Power of Attorney in favour of the authorised representative signing the tender, as required.
 - iii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
 - iv) Copy of PAN NO & Service Tax Registration Number
 - v) Attested copy of the CA certified/ Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
 - vi) Provident Fund Account Number of establishment and its effective date/ undertaking as per enclosed format.
 - vii) Duly filled form A, B & D of tender document
 - viii) Undertaking as per annexure-C & E of tender document.
 - ix) “Exceptions & Deviations statement” to be submitted by the tenderer as per tender format in Form-C.
- 3.22 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 uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.
- 3.23 **PART-II Price Bid’ (BOQ)**
- (a) The ‘Price Bid’ shall be submitted online in the prescribed format only. The tenderer is to quote the rate for tendered work in the prescribed price format in BOQ as provided in the tender document at www.eproc.rajasthan.gov.in

otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate

- (b) The rates are to be quoted in Rupees as per the price format.
- (c) The tenderer shall quote the Minimum remuneration acceptable to them for Per Metric Tonne of Material Loaded (as per the scope of work) inclusive of all taxes. While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (d) Rate should be quoted taking into consideration, all Costs, Expenses, Levies & Taxes, Fee, Salary, Wages, PF contribution, Fuel, Electricity, maintenance and repairs etc. No extra payment on any ground whatsoever shall be considered and/or is admissible.
- (e) The rates once accepted by the company shall remain firm, fixed and binding during the entire contract period and extended contract period, if any. No revision will be allowed or be considered on any ground whatsoever, except that provided under Price Variation clause.

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS/Delayed Bid

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

- 3.28 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form C. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY

- 3.29 The tenderer must pay Earnest Money for the option opted 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

LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

- 3.30 The earnest money of a tenderer shall be forfeited in the following cases:-
- i If the tenderer withdraws or modifies the offer after submission of the tender.
 - ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

VALIDITY

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

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

EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- i) Meets the eligibility criteria.
- ii) Has been properly signed;
- iii) Is accompanied by the required securities; and
- iv) Is substantially responsive to the requirements of the Bidding documents.

- 3.33 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:

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

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.34 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and

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

- 3.35 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.36 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.37 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

NEGOTIATIONS

- 3.38 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 3.39 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 3.40 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

CORRECTION OF ERRORS

- 3.41 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.
- 3.42 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.

PROCESS TO BE CONFIDENTIAL

- 3.43 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.

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

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.45 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance/ Detailed letter of Acceptance”) will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called “the Contract Price”).
- 3.46 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 3.47 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- 3.48 The contract agreement shall consist of –
- i) An agreement on non-judicial stamp paper of appropriate value,
 - ii) Tender document, along with the addenda/corrigendum, if any.
 - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

Interference with procurement process

- 3.49 In case the bidder
- i) Withdraws from the procurement process after opening of financial bids;
 - 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 punishable under the RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement , whichever is less.

RIGHTS OF COMPANY

- 3.50 The Company reserves the right –
- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.
 - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii) to further split the work amongst more than one contractors, if considered expedient at the sole discretion of the company

- iv) To increase / decrease the quantity and period of contract without any additional obligation on it.
- v) Not to carry out any part of work.
- vi) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.

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

REFUSAL / FAILURE

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

Section- IV
GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.4 The successful tenderer shall furnish a Security Deposit of 10% of total contract value within a period of 30 days from the date of issuance of LOA/DLOA . The total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract. S.D. can be submitted through D.D. or Bank Guarantee in the prescribed form as per approved format of Company on non-judicial stamp paper of 0.1% of BG amount subject to minimum of Rs. 200/-value. B.G. from Public sector Bank(except SBI), ICICI, Axis, HDFC Bank will only be accepted. It is desirable that issuing Bank should have its branch in the city, where the office of SBU head is situated i.e. Udaipur.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided the Contractor has fulfilled all contractual obligation and rendered "No claim and No Dues Certificate" to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

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

PROVIDENT FUND

- 4.14 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work. **Undertaking regarding PF (on non-judicial stamp paper) shall be given by the contractor.**
- 4.15 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.16 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- 4.17 However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challans for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Officer-In-charge.

SUB-LETING OF WORK:

- 4.18 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.

To grant assignment or subletting of work, shall not be a matter of right of the contractor. The authorised representative appointed by the contractor should be

under exclusive employment of the contractor and who should not carry on any other business or any gainful employment and should not be associated with Company's customers or their handling agents /representatives/transportation agents.

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

- 4.19 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. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

STATUTORY OBLIGATION

- 4.20 The Contractor shall be responsible for the payment of any and all contributions, duties, levies & taxes including service tax payable to the Central or State Government authorities or execution of the works under the contracts. 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 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.

TAXES

- 4.21 The rates quoted by the contractor will be inclusive of all taxes, duties, levies including service tax as applicable on this contract (up to the last date of submission of bids). The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on what so ever ground.

Service tax is the liability of the contractor and therefore the rate offered for the services as required in tender document will be inclusive of service tax. The present

rate of service tax is @14.00 % of the value of service. However any increase/decrease in the rate of service tax as compare to present rate will be reimbursed/recovered to/from the contractor.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.22 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.

EMPLOYMENT OF MANPOWER AND THEIR CONDUCT

- 4.23 Contractor has to engage adequate number of labours/staff/supervisors/managers etc., required for execution of the contractual work and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 or any other act in respect thereof. The RSMML will not, in any manner and at any time or at the closure / termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/managers etc., to be engaged by the contractor for the contracted work.

- i. Labour License: The contractor shall have to obtain & produce the license for engaging labours at Mines under the contract, Labours (Regulation and abolition) Act 1970 before starting the work.
- ii. It shall be opened to the company to enforce replacement of any of their staff in the event of Engineer-in-Charge finding them incompetent or otherwise unacceptable at any time after the appointment has been made. Whenever in the opinion of the Engineer-in-Charge additional sufficiently qualified supervisory/ staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.
- iii. The Contractor shall be responsible for the proper conduct and behavior of all the labours/staff/supervisors/managers 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.
- iv. All contractors' personnel entering upon the Company premises shall be properly identified by badges/identity cards of a type acceptable to the Company which must be worn/kept at all times while in or upon Company's premises.

WAGES AND EMPLOYMENT OF MANPOWER:

- 4.24 Contractor has to engage adequate number of workmen/supervisor/manager etc. required for execution of the contractual work. Contractor shall be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligation, compliance of all laws/acts/rules etc. now or hereinafter to be enacted by the Central or State Government authorities including any compensation payable in respect, thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labour/staff/supervisor/managers etc. engaged by the contractor for the contracted work.
- 4.25 The contractor shall have to obtain & produce the license for engaging workmen at RSMML's project site under the Contract Labour (Regulation and Abolition) Act, 1970 and its central rules 1971 before actual commencement of the work and shall start the work execution after endorsement of the same by the concerned Engineer-in-charge.
- 4.26 Contractor shall strictly observe the provisions of the Contract Labour (Regulation and Abolition) Rules 1971 read with provision of Contract Labour (Regulation and Abolition) Act, 1970 in respect of wage, rates, holidays, hours of work and other conditions of services etc. of the workmen employed for the contract work.
- 4.27 Contractor shall be wholly responsible for payment of wages, emoluments, and charges to all of the workmen employed for the contract work every month latest by the 7th day of the following month. Contractor shall make wage payment to their workmen preferably through bank OR in the presence of an officer nominated by the RSMML and got the wages paid certified from such an officer as per requirement of the contract labour (Regulation & Abolition) Act. 1970.
- 4.28 If the contractor fails to pay to the workers/staff/labours any dues, the RSMML may make arrangements for payment thereof after giving 15 day's notice to the contractor and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by the RSMML.
- 4.29 The Contractor shall furnish copies of wages payment sheets along with proof of deposition of PF to the Engineer-in-charge on or before 15th of each month in respect of the preceding month and maintain proper records thereof for the aforesaid purpose to the satisfaction of the Engineer-in-charge
- 4.30 The Company shall not reimburse at any point any claim on account of increase in the Wage structure and fringe benefit or such increase as being effected on account of statutory changes in the wage structure/wage rate or increase in Industrial Dearness Allowance (IDA) due to rise in Consumer Price Index (CPI) from time to time or otherwise and/or promotional and/or other unilateral increase/benefits/incentives/interim relief or change/alteration in other conditions of service. The company shall also not reimburse at any point, increase in the rate of increment and consequential increase in bonus, leave encashment, gratuity, CPF etc due to any reason and the same shall be paid and borne by the contractor.

MISCELLANEOUS LIABILITIES

- 4.31 The contractor shall be responsible for making all arrangements at its cost and expenses for :-
- i. Suitable accommodation for its staff/labour/workers etc.
 - ii. Tools, equipments, machinery, and any other requirement for accomplishing the work satisfactorily.

- iii. Drinking water, medicines, and medical aid, for the staff/labour/workers etc at the crushing unit and other working site.
- iv. Safety and discipline of the labours/workers/ staff employed.
- v. Workmen compensation policy, which should be renewed time to time to cover entire period of contract.
- vi. Providing safety boots, dust masks, safety goggles, safety belts and other protective equipment's as required under the law and as may be directed by the RSMML from time to time, to the labourers/workers/ staff etc deployed at work site.
- vii. The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- viii. The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure is incurred by the RSMML on the above items, that will be recovered from the contractor's bills/security deposit.
- ix. The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's equipment/appliances or his employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

DAMAGE TO PROPERTY:

- 4.32 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.

LIABILITY OF INSURANCE & COMPENSATION

- 4.33 Insurance shall be effected by the contractor at his cost for all the contractor's employees engaged in the performance of the contract.
- 4.34 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 out of money due and payable 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.
- 4.35 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

LIABILITY FOR ACCIDENT TO PERSONS

- 4.36 Besides the liabilities of the Contractor under the “workmen’s Compensation Act”, Fatal Accident Act, M.V.Act, “Mines Act” the following shall also apply to the Contractor.
- 4.37 On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager.
- 4.38 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 compensation, if any, payable by the company as consequences of workmen’s Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

LABOUR LAWS AND SAFETY REGULATIONS

- 4.39 The Contractor shall keep himself/itself fully informed of all laws/ordinances and regulations and awards in any manner affecting his/its contract works or persons employed on the works or the materials used in the works or in any way affecting the operations covered by the contract and of all orders and decrees of bodies or tribunals having any jurisdiction or authority on the same. In the event of any discrepancy or inconsistency in the contract or in the drawing or specifications herein referred to, and the provisions of any such law, ordinance, regulations, order or decree, the Contractor shall forthwith report the same in writing to the Engineer-in-charge for necessary rectification at his cost, if required.
- 4.40 The Contractor at all times shall observe and comply with all laws, ordinance and regulations for the time being in force and orders and decrees of competent courts or tribunals having jurisdiction, and shall protect and indemnify and keep indemnified the Company and the engineer-in-Charge against any claim or liability arising from or based on the violation of any such law, ordinance regulation order or decree etc, whether by himself or by his sub-contractor/s or his or their employees.
- 4.41 The Contractor shall also be bound to give all notices necessary and incidental to the due and lawful execution of the work and of all operations covered by the contract and as may be required by the laws, ordinance, regulation, orders, rules and decrees as aforesaid.
- 4.42 No labour below the age of 18 (eighteen) years shall be employed on the work, under this contract.
- 4.43 The Contractor will make payments to the labourers engaged on paid holidays declared by the Company from time to time at the rate prescribed by the Company or the relevant law.

SAFETY, SANITARY & MEDICAL FACILITIES

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

- ii. The Contractor shall be responsible for the safety and discipline of his employees at 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 serious accidents to any of his employees to the Engineer-in-charge and Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees.
- iii. 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.
- iv. First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost.
- v. The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, The Mines Act,1952, the Indian Explosives Act,1984,Contract Labour(Abolition and Regulation) Act,1970, Payment of Bonus Act,1965, Employees Provident Fund and Miscellaneous Provisions Act,1952, Payment of Gratuity Act,1972, Fatal Accident Act, Motor Vehicles Act,1939,Apprentice Act, Industrial Dispute Act,1947, Standing Orders Act,1946. Electricity Act,1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by the Company as a result of any claim or application in terms of the provisions of the said Acts and Rules, regulations, Orders made thereunder, such amount shall be payable by the contractor and be recovered from the Contractor from his running bills.
- vi. All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor 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 or on any account and lapse or failure of the Contractor or his sub-contractor/s in the discharge of his obligations to his employees.
- vii. The contractor shall take all necessary steps and precautions to ensure that his workers and 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 thereunder 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.

WATER SUPPLY, POWER AND LAND FOR OFFICE ETC.

WATER SUPPLY

- 4.44 Company will provide the water connection near the labour camp and work site for this contract. All supportive installations, pipe network and distribution system for the water supply at the work site will be provided free of cost by the company. However, contractor will have to make an independent arrangement for supply of water beyond the indicated source to its labour camps.

POWER SUPPLY

- 4.45 Company will provide adequate lighting arrangement for different loading points at Jhamarkotra Mines. However, power for contractor's site office will be supplied free of cost upto the ceiling of total connected load 5 KW, subject to the availability and directions of the Ajmer Vidutya Vitran Nigam Ltd. (AVVNL) as may be imposed from time to time.
- 4.46 All the necessary electrical items for extending the electrical supply beyond the tapping point to contractor's site office shall be arranged by the contractor at their own cost. The contractor shall also be required to provide security and properly maintain such electrical installations and shall provide all required electrical consumables for this purpose.
- 4.47 The contractor has to ensure the power consumption within limit of load permitted by the company abiding minimum power factor as 0.9 failing which the electric connection is liable to be disconnected.
- 4.48 The contractor shall maintain all electrical installations & wiring for electric lighting and power at campsite as per provisions of Indian Electricity Act. Electric light and power wires shall be kept away as far as possible from telephone or signal wiring or wires used for firing blasts.

LAND FOR CONTRACTOR'S FIELD OFFICE, CAMP etc:

- 4.49 The company shall at its own discretion and convenience will make available land for temporary construction of contractor's field office, camp etc. The contractor shall at his/its own cost construct all such temporary structures or buildings with suitable water supply, electricity and sanitary provisions etc. in the place/s and as per the plan/s approved by the Engineer in charge.
- 4.50 On completion of the entire contract work undertaken by the contractor such temporary structure/s etc. shall be removed by the contractor at his/its cost and site cleared as per the directions of the Engineer in charge. If the contractor fail to comply with such directions, the Engineer in charge may at the expense/s of the contractor, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the contractor shall have no claim whatsoever in respect thereof.
- 4.51 The company reserves the right to ask the contractor at any time during the pendency of the contract to vacate the land, site, temporary buildings etc. by giving seven days notice on security reasons or on material interest by providing alternative site. The company also reserves the right to take over the said temporary structures/buildings in lieu of reasonable compensation, as mutually settled.
- 4.52 Subject to the availability of accommodation for office setup at Jhamarkotra Mines and residential accommodation in the colonies of company, accommodation could be provided on chargeable basis to the contractor at the discretion of the Engineer in charge. If any alteration, modification and repair work etc are required in the allocated accommodation available with the company, the same shall be carried out by the contractor at their/its cost and expenses.
- 4.53 Company could also provide land for temporary construction of residential quarters/accommodation etc. for staff and labour of the contractor, subject to availability, at the sole discretion of the Engineer in charge. However, it will be the sole responsibility of the contractor to make suitable arrangements at his/its cost for accommodation for his/its own staff and labour as required under the law for the time being in force.

VOCATIONAL TRAINING & MEDICAL EXAMINATION

- 4.54 Before any person is employed/ deployed by the contractor in mines, he shall have to undergo a course of vocational training as per provisions of the Mines Vocational Training Rules, 1966. Such Vocational Training shall be imparted by the RSMML & the RSMML shall not charge any amount from the contractor for imparting such Vocational training. However, the contractor shall have to make available the persons for attending such vocational training as per schedule to be intimated by the RSMML. The contractor shall pay the wages to the trainees for the training period. All the employes engaged by the contractor under this contract shall be required to undergo medical examination as per prescribed statutory guidelines, at the cost of the contractor before commencement of the work.

FIRE PREVENTION

- 4.55 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 sub-contractors or their employees or Company's operations or its employees.

4.56 LIABILITITES IN RESPECT OF CONTRACTORS MACHINERY, ETC.

- i. The contractor shall be responsible for maintaining and operating the machines deployed by it for the contracted work in such a way that the machines operate at full capacity with due regards to safety and ensure compliance of the provisions of Regulations 171,172,173,174,175 & 176 of the MMR-1961.
- ii. The contractor shall bear all costs, expenses, etc., that may be incurred on purchase, maintenance, overhauling, running and operating the machines deployed at work site.
- iii. The contractor shall give 24 hours prior intimation in writing to the Engineer in Charge & take his prior approval before commencing regular maintenance or general overhauling of its machines. If the same machine remains out of order for a period of more than 5 days in a month or if the work is hampered on this account, then the RSMML shall have the right to get the work done through other suitable means at the risk, cost and consequences of the contractor. The extra expenditure that may be incurred in such an eventuality shall be borne by the contractor along with compensations for shortfall.
- iv. It is necessary for the contractor to keep his equipment in operating condition, by maintaining requisite infra structure at site to attend routine/ minor nature defects. In case it is found that any equipment requires major overhauling / repairs, then the contractor should immediately deploy alternate equipment so that the work does not get adversely affected. In case the contractor fails to make proper & immediate alternative arrangements, then the company shall do so at the risk, cost and consequence to the contractor. Besides this, the contractor shall be liable to pay damages / compensation, if any to the company.
- v. Every loader deployed for the contracted work by the contractor shall be fitted with an audio-visual alarm, which shall give continuous audio-visual warning during the period the vehicle is operated in reverse gear. RSMML shall not allow entry & operation of any vehicle in the mines, which is not fitted with such an audio-visual alarm in proper working order.

- vi. The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR-1961. The RSMML may stop operation of any machine the noise level of which is found to be above the prescribed limit.
- vii. The contractor should bear in his mind that he is required to load those vehicles with material, which are deployed by the customers. Every such customer would require the loading of material gets commenced & completed as soon as his vehicle is allowed to go inside the mines more so the company can not afford to allow such vehicles remain within the mines.

ASSIGNMENT & ADDITIONAL CONTRACTS

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

COORDINATION AND INSPECTION OF WORK

- 4.58 The contractor shall intimate to the Engineer In-charge of the RSMML, the name of one or more representative/s authorised to act on its behalf, for day to day working under the contract. He would also be deemed to be authorised representative of the contractor. The person so nominated shall be expected to efficiently co-ordinate the work with the Engineer-In-charge. It shall be the duty of the representative/s to call on at the office of Engineer Incharge of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with.
- 4.59 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. A register shall be maintained by the Contractor in which the Engineer-in-Charge after inspection shall write the instructions to be passed by the Engineer-In-Charge and these will be signed immediately by the Contractor or his authorised representative by way of acknowledgement & compliance.
- 4.60 The staff/supervisor of the contractor shall abide by the instructions of Engineer-In-charge of the company or any other officer authorised by GGM (Phos) regarding all aspects of working under this contract.

RECORDS, REGISTERS, ETC.

- 4.61 The contractor shall have to ensure that its supervisory staff maintains all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorized representative at such place & time as may be directed.
- 4.62 The Contractor shall submit to the Company the reports/records at regular intervals in the prescribed proforma as approved by the Engineer-in-Charge, regarding the state and progress of work, which shall be binding on the Contractor.

- 4.63 The Officer In-charge or any other authorised officer of the company or any designated official of any government agency have absolute rights to inspect all such Records, Reports and Returns at all time.

COMPANY NOT LIABLE TO PAY COMPENSATION

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED

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

STORES OTHER THEN DIESEL SUPPLIED BY THE COMPANY

- 4.66 Subject to availability, stores and materials etc. may be supplied to the contractor by the company at his own discretion and convenience and the cost of such supply will be debited to the Contractor's account at the rates to be determined by the Company from time to time. The Contractor shall be bound by such determination of issue rates. Over and above the cost of store items as aforesaid, 15% of the value of store issued shall also be recovered from the Contractor as handling charges. Materials supplied by the Company shall not be utilized for any other purpose/s other than that for which the same are issued. The Contractor shall bear all charges of the stores and shall be responsible for safe custody of materials at site after the issue of the material to them.

DISCREPANCIES BETWEEN INSTRUCTIONS:

- 4.67 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 event be admissible.

NOTICES

- 4.68 Any notice that may be required to be given to the contractor under the terms of the contract, shall be considered to have been given and served if the same is sent by registered post to the last notified address of the contractor or is delivered by hand to the authorized representative of the contractor. The proof of such dispatch shall be conclusive of the contractor having been duly informed. A notice required to be given to the company shall have to be sent by registered post to the Group General Manager, Rock Phosphate, of the company at its Jhamarkotra office.

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

CHANGE IN CONSTITUTION OF FIRM

- 4.70 Any change in the constitution of the firm/company, society etc. shall be notified forthwith by the contractor in writing to the RSMML within a period of 30(thirty) days from the date of its occurrence and such change shall not relieve any new member or the member of the firm etc., at the time of tender from any liability under the contract.
- 4.71 No new partner/partners/members etc. shall be accepted in the firm/company by the tenderer in respect of the contract unless he/they agree(s) to abide by all its terms and conditions/and deposit with the RSMML on a writing agreement to this effect. The firm's receipt or acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under the contract.

WAIVER

- 4.72 Any waiver by Company of any breach of the terms and condition of the contract shall not constitute a deemed waiver of such or any other related terms of the contract for future also.

POWER TO ORDER SUSPENSION OF WORK

- 4.73 Head of the SBU & PC Rock Phosphate may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at such time and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Head of the SBU & PC Rock Phosphate to so proceed. In the event of complete suspension exceeding seven 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 part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior permission from the Head of the SBU & PC Rock Phosphate. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof.

BREACH, DEFAULT & TERMINATION OF CONTRACT

- 4.74 This contract unless extended by the RSMML shall be valid only for the period as specified in the tender document. During the period of this contract, including the period as may be extended by the RSMML from time to time the contract may be terminated by the RSMML in following cases:

- i. If the contractor fails to commence the work within the period of 15 days from the date of issue of telegram of acceptance of tender/ Detailed Letter of Acceptance (DLOA). In such an eventuality, the contract shall be terminated without issuance of a notice and the Earnest Money/security deposited with the RSMML shall be forfeited.
- ii. If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or a Government order or as a result of cancellation of the working rights/lease of the RSMML or uneconomical mining or lack of mineral deposits or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary in case termination of the contract under this sub-clause becomes unavoidable. In case of termination on the grounds of non availability of sale orders to the RSMML at any point of time during the contract period for which a notice of one month shall be served, prior to termination of contract.
- iii. The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of compensation for shortfall quantity, shall have the right to terminate the contract after giving one month notice and forfeit the security deposit without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor. The RSMML shall also be entitled to get the remaining work done at the risk, cost & consequences of the contractor.
- iv. If the contractor stops the work for a period exceeding three days at a stretch, it shall be treated as breach of the contract and the RSMML shall be entitled to terminate the contract after giving seven day's notice in writing to the contractor. In such a case, the RSMML shall also be entitled to claim damages in addition to getting the work done by other agency at the risk and cost of the contractor.
- v. In case it is established that the Contractor get engage himself / itself for other transportation / handling / loading / liaisioning works on behalf of buyers / customers or any other Rock Phosphate trading agencies the contract shall be terminated with immediate effect including forfeiture of Security Deposit and contractor shall be liable to pay compensation equal to 5% of the total contract value/amount.
- vi. On occurrence of three defaults in a year in making payment to the workers/labours/staff, etc., by due date as per clause 4.27, the contract may be terminated by the RSMML by giving 7 days notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.
- vii. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors, the RSMML may in its absolute discretion terminate the contract forthwith without prejudice to take any other action under the contract and to get the work done for the un expired portion of the contract from any other agency at the risk and cost of the contractor and recover the losses thereof, from the contractor.

- viii. When the contractor has refused to perform or disabled itself from performing its promise, the RSMML may put an end to the contract by giving 15 days notice to the contractor in writing besides forfeiting the security deposit. In addition to this, the RSMML shall be entitled to take such other action as it may deem fit against the contractor to recover the dues, cost charge, compensation, etc., arising from the part of the contract done by the contractor.
- ix. If the Contractor fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company and in its option, by written notice to the contractor:-
- x. To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company over and above the rates of remuneration payable under the contract at the rates as specified in the schedule of quantities and rates.
- xi. Without determining the contract, to take over the work of the Contract or any part thereof and complete the same through any other agency at the risk, cost and consequences of the Contractor. The Contractor and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the cost at the rates specified in the schedule of quantities and rates.
- xii. Before determining the contract, as aforesaid, and provided that, in the sole judgement & discretion of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- xiii. In the event of the Company proceeding in the manner herein above prescribed-
- xiv. The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess costs incurred by it. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, plant, tools and tackles belonging to the Contractor as may be at the site of the work and necessary therefore, and the contractor shall not be entitled to any compensation for use of or damage to, such materials, equipment, plant; &
- xv. The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be.
- xvi. Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 90 days to the contractor. However, such termination shall not absolve either party of their obligations and liabilities accruing upto date of termination.

FORCE MAJEURE

- 4.75 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 be limited to notice/s from the Directorate of Mines Safety Office, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, power cuts/partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

INDEMNITY

- 4.76 The Contractor shall at all times, indemnify and keep indemnified the Company, its employees 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.

This indemnification is absolute and & shall be in effect till such period as per provisions of the limitation act.

APPEALS:

- 4.77 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 with in a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

DISPUTE, JURISDICTION

- 4.78 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of the company shall be final and binding.
- 4.79 No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.80 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION –V

SPECIAL CONDITION OF TENDER

APPLICABILITY

5.1 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.

Chapter 1 – SCC

Special Instructions for the Tenderers

SITE & GENERAL INFORMATION

5.2 INTRODUCTION

5.2.1 The company is an enterprise of Government of Rajasthan engaged in mining and marketing of various minerals like Rock phosphate, Gypsum, Steel grade Limestone, Lignite etc. from its mines at different locations.

5.2.2 Jhamarkotra Rock Phosphate Mines of SBU & PC Rock Phosphate of RSMML is one of the largest open cast mine in India outside the steel and coal sectors. More than 90% of the total Rock Phosphate production of SBU & PC - Rock Phosphate is contributed by major Jhamarkotra Rock Phosphate Mine.

5.2.3 Rock Phosphate mine is categorized into different grades based on the P₂O₅ contents e.g. Low Grade Ore (LGO), Medium/Mix Grade Ore (MGO) or High Grade Ore (HGO). Different grades of Rock phosphate ore produced from the Mines of SBU & PC Rock Phosphate of RSMML are blended and downsized by crushers to produce various products of required size & grade as specified by customers. A part of finished products are despatched directly to customers from mines and balance is transported to existing and or forthcoming (if any) railway sidings situated at different places for onward despatch.

5.2.4 The low-grade ore produced from the mines containing around 16.5% P₂O₅ is crushed & fed to the beneficiation plant located within the mine lease area of Jhamarkotra for processing to produce beneficiated Rock phosphate concentrate. A part of the concentrate produced is used for blending for production of finished crushed High Grade Products and balance is dispatched to parties through road and rail transport.

5.2.5 Besides above, a part of Low grade ore after blending and crushing are directly transported to Grinding Units situated at Madri Industrial Area/Umra, Udaipur where Low grade ore are ground to a size of (-) 100 mesh and packed into 50 Kg. HDPE bags for despatch to parties with a brand, named as Rajphos/Udaiphos.

5.2.6 Various types of finished products produced from the mines/ beneficiation plant are

- Crushed Rock Phosphate (+34% P₂O₅),
- Crushed Rock Phosphate Chips (+31.5% P₂O₅, +30% P₂O₅),
- Beneficiated Rock Phosphate Concentrate (+33, +34% & +35% P₂O₅),
- Medium Grade Crushed/Uncrushed Rock Phosphate (Avg. 23% & 25% P₂O₅),
- Ground Rock Phosphate (Raj Phos/ Udaiphos) for Direct Application as Fertilizer (Avg 19% P₂O₅),
- Other Products, produced from time to time as per technical requirements of customer.

5.2.7 The Company has an elaborate quality assurance system so as to ensure that only those products, which confirm to the requisite specifications as fixed by the company for saleable material are dispatched to the customers and/or railway sidings/grinding units.

5.3 LOCATION AND ACCESSIBILITY OF SITE

Jhamarkotra Rock Phosphate Mine in Udaipur District is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). Jhamarkotra deposit is situated on a range of hills rising to a maximum height of 620m above MSL. The area is served by three Railway Station Viz. (1) Kharva Chanda (Southwest – 10Kms.), (2) Umra (Northwest – 18 Kms.) and (3) Udaipur; all lying in UDZ- Himmatnagar meter gauge Railway Section of Western Railways. It is also connected by a tarred road to Umra (18 Kms.) and Udaipur (29 Kms.) Stations as well as State Highways. Jhamarkotra can also be reached from Udaipur Airport (42 Kms.) on Bombay-Delhi Air route.

5.4 BULK DENSITY OF ORE

The hardness of the ore varies from soft to hard.

The average Bulk Density of:

- Crushed High-grade (more than 30% P₂O₅) finished crushed products is 2.05 metric tonnes per Cubic Meter.
- Crushed Medium & Low grade (less than 30% P₂O₅) finished crushed products is 1.95 metric tonnes per Cubic Meter
- Beneficiated Rock Phosphate is 1.5 to 1.8 metric tonnes per Cubic Meter.

5.5 CLIMATE

The 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 44 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 be there during winter season.

PREQUALIFICATION CRITERIA:

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

- i) Tenderer should have minimum turnover of Rs.26.00 lacs in any one of the preceding four financial years i.e., 2011-12,2012-13, 2013-14 and 2014-15

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

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the turnover of partners/members should be considered.

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The Company may reject any tender based upon the past performance record of the tenderer (or of the business firm, companies, concerns, Societies with which the tenderer are associated) with the company.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has :

- a. made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
- b. it is established from our records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

5.7 “The lowest total quoted rate in the “Form E/BOQ” i.e. Price Performa for the work of Loading of Rock Phosphate into Trucks/Tippers etc. using Front End Loader at Jhamarkotra Rock Phosphate Mines, Dist. Udaipur (Rajasthan) will be the basis of ascertaining the lowest bid”.

5.8 DISCOUNT

The rates quoted and once accepted by the company shall remain firm, fixed and binding during the currency of the contract period including extended period, if any, subject to the escalation clause as referred elsewhere in the this contract. These rates alone shall be considered & taken for preparation of bills and payments thereof for the work accomplished under this contract.

However, in case the annual quantity exceeds 6.50 Lac MT during the contract period of one year, the prescribed discount on the contract rate shall be applicable as under on the annual exceeded quantity:

Annual Contract Quantity (in Lac MT)	DISCOUNT
Upto 6.50 lac MT	NIL (awarded rate.)
More than 6.50 lac MT to 7.50 lac MT	5 % on awarded rate
Above 7.50 lac MT	10% on awarded rate.

The Company is entitled to avail discount on the contract rate on exceeded quantity as above. The contractor will submit the bill for such exceeded quantity considering the discount in the awarded rate. However in case of extension of contract period, if any proportionate quantity for extended period shall be considered for discount.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

- 5.9 Following details are required to be furnished by the successful tenderer to the Officer-In-charge at the time of commencement of work at mines;
- i) Attested copy of Letter of Acceptance for the work.
 - ii) Details of the personnel who will be engaged for execution of the work.
 - iii) Any other document as required.

REPORTS

- 5.10 The contractor shall furnish the statement of work done by him in the form of report(s), in the format prescribed by the Officer-In-Charge, on daily basis and/or at specified intervals by the company, to the Officer-In-Charge or to his authorized representative.

Chapter 2 - SCC
SCOPE OF WORK

5.2.1 SCOPE OF WORK

Scope of work for “Loading of Rock Phosphate into Trucks/Tippers etc. deployed by customers of RSMML by using Front End Loader at Jhamarkotra Rock Phosphate Mines, Dist. Udaipur (Rajasthan)” generally shall include but not limited to the followings:

- a) Loading of different types of Rock Phosphate Products from different designated stacks/ loading points by using front-end loaders into the trucks/tippers up to the specified capacity including digging & collection of material.
- b) Proper leveling of the material in the trucks by deploying sufficient adequate manpower to carry out the work as per requirement of company to ensure proper leveling of all the trucks loaded and also avoid probable spillage on the way.
- c) Retrieval of the spilled Rock Phosphate from the loading points.
- d) The contractor shall have to take effective measures at his own cost & expenses for proper water sprinkling and suppression of dust generated during the process of loading in & around the working areas near Weighbridge(s) up to main Naka so that the dust concentration in such places does not exceed the limits prescribed under the MMR 1961 & as per the requirements of Environment & Pollution Board. In case the dust concentration is found to be more than the limits referred to above then the RSMML may make arrangements for water sprinkling & dust suppression at the cost and expenses of contractor.
- e) Contractor shall maintain daily record of different trucks loaded from different stacks/loading points including truck numbers, destination, loading time, name of the party etc as per the instruction of Engineer in Charge.
- f) Contractor shall submit daily working report of previous day on the following day regarding details of deployment site of loader/water sprinkler alongwith name of the operator/helper and working hours in the weigh bridge office.
- g) All related jobs as per the requirement of company as ascertained by Engineer-In-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work and required for carrying out the above scope of work are also deemed to be part of the scope of work.

5.2.2 SPECIAL CONDITIONS

5.2.2.1 Besides the scope of work described in the above para, the scope of work for the work of “Loading of Rock Phosphate into Trucks/Tippers etc. deployed by customers of RSMML by using Front End Loader at Jhamarkotra Rock Phosphate Mines, Dist. Udaipur (Rajasthan)” is inclusive of but not limited to the following Clauses:

- (a) The contractor will be required to load different types of rock phosphate products or by-products i.e Crushed Rock Phosphate Chips, Beneficiated Rock Phosphate & Tailing of different quality specifications from different ore stockyards as per the instruction of Engineer In-Charge.

- (b) Contractor shall depute one of the authorized supervisor at weighbridge for regular coordination and receiving necessary instruction from concerned weighbridge In-charge / Officer authorized by GGM (SBU & PC-RP) for proper diversion of trucks of different customers to specified loading points & product heaps. In this respect contractor's representative shall collect two copies of loading instruction slips in prescribed performa from concerned weighbridge Incharge or his authorized representative having details about the product name, loading point & description of product heap allowed for dispatch. Contractor representative has to check proper deployment of trucks of customers to specified loading point and products heaps before commencing the loading.
- (c) Loading instruction slips shall be filled up by the authorized supervisor of the contractor deputed at weigh bridge office, further the contractor shall depute his authorized supervisors at each loading points who shall collect the loading instruction slips from the trucks and shall ensure proper loading of specified products into the trucks as per descriptions mentioned in the slips. One copy of loading instruction slips duly signed & stamped by the authorized supervisors at respective loading points shall be returned back to weighbridge Incharge or his authorized representative as a token of confirmation of loading into the trucks.
- (d) Other copy of loading instruction slip shall be retained by the contractor and contractor shall prepare & submit the daily statement of trucks loaded mentioning details such as registration number of truck, product name, loading point, description of product heap from where material has been loaded and other relevant details as per the instruction of Engineer In-Charge.
- (e) Contractor shall ensure that only specified product be loaded into trucks of various customers as per the direction of the Engineer -In-Charge. In case any wrong material is loaded into the trucks contrary to the permission of the Engineer In-Charge or his authorized representative then, the contractor shall be responsible for any loss caused to the RSMML and he shall have to bear all such losses, including the cost of material, and any other claim preferred upon the company.
- (f) Different products shall be sampled & examined at regular intervals by the Quality Control department in accordance to the standard sampling procedures for ascertaining the product quality. Dispatch of different finished crushed products heaps/stocks shall be allowed only after due checking & verification for the product quality.
- (g) As per the requirement of company, at times contractor shall be required to load material concurrently from different heaps in specified proportions, including mixing & blending as per the instruction of Engineer in Charge. Contractor shall not be entitled to raise any objection whatsoever or claim any compensation arising out of execution of such works.
- (h) The Contractor while loading the Rock Phosphate products shall ensure that overburden & other extraneous material is not mixed with ore during the course of loading. In case of contaminated of Rock Phosphate Products with waste the contractor shall be required to remove all such material and no payment shall be made for such rejected material/waste and also for its removal. Any claim lodged against the company on this account shall be to the account of the contractor.

- (i) Rock Phosphate product (Chips) contains moisture upto 6% maximum by weight, In Concentrate (BRP) moisture content may go upto 15-20%. Contractor shall ensure loading of such material as soon as such material is allowed for sale by the quality control Deptt. of the Company.
- (j) Trucks/tippers shall be made available by the parties, which may be highly irregular in nature. The truck shall be made available only when the same is provided by the parties for whom the material will be loaded. The loading shall have to be carried out as & when the trucks/tippers etc. are placed by customers of RSMML. The contractor therefore shall have to make adequate arrangements for loading at all times and ensure accordingly availability of Loader, labour etc. Contractor shall make all efforts to load the trucks/tippers on the same day.
- (k) The Contractor has to exercise utmost caution while loading Rock Phosphate from the stockyards. The material spilled out during the handling will have to be removed by the Contractor at his cost failing which, the contractor shall be liable to pay damages at the selling price of material prevailing at that time.
- (l) The Contractor shall make suitable arrangement and lifting of spillage of material from the places in and around of various loading points at regular basis and should stock the same as per the directives of the Engineer In-Charge or his authorized representative. Non-compliance of the same would amount to deduction of amount assessed for such losses of material at the appropriate prevailing selling price of respective product of Rock-Phosphate. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery of any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit, at the discretion of the RSMML.
- (m) Contractor has to maintain and operate requisite/ sufficient equipment as and when required at different locations, viz. New Crushing Plant yard, Old Crushing Plant, Pilot Plant & Industrial Beneficiation Plant yard, etc. In addition to the loading locations as above, from time to time contractor shall be required to load Rock Phosphate from other stockyards also as per the instruction of Engineer In Charge. The contract will require to deploy the equipment not older than five years from the date of issue of DLOA.
- (n) Usually the truck for loading are allowed entry from 7:00 AM to 7:00 PM. Contractor has to make adequate loading arrangement to load the trucks within the specified time as above and contractor shall ensure that trucks entered in late evening should be loaded positively before the 9:00 PM. However, company at its absolute discretion may ask the contractor to load the material even beyond the specified timings. For this purpose an advance notice will be served in case such changes are made for a longer duration.
- (o) The Contractor has to make necessary arrangements for drainage of water so as to keep the surface/rainwater away from the loading point for smooth and safe working.
- (p) No idling charges shall be payable under this contract.

- (q) The contractor shall be expected to maintain close co-ordination with company's local office to get complete and upto date loading programme for smooth loading operations.
- (r) The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.
- (s) Contractor shall not be entitled to raise any objection whatsoever or claim any compensation arising out of any discrepancy in the description of work, non-availability of Rock Phosphate Chips/Concentrate at loading point at mines or non-availability of trucks at any stage or on any other ground whatsoever.

5.2.3 DETERMINATION OF VARIOUS PARAMETERS

For the purpose of this contract the determination of following parameters as done by the RSMML or its authorized representatives shall be taken & treated as final and shall be binding on the contractor.

- i) Chemical & physical analysis of ores, minerals etc., (including moisture determination of minerals & proximate analysis) to determine purities/grade of ore/mineral etc., and also to classify any material SSP/Rajphos etc.
- ii) Weight of material dispatched in trucks as determined at RSMML's weighbridge/any other weighbridge notified by the RSMML.
- iii) Stock of mineral at the beginning of the contract, during the period of the contract & at the termination of the contract.
- iv) Any other parameter whose determination may be required in terms of this contract for its proper execution.

5.2.4 RESOURCES, FACILITIES ETC

- i. The contractor will have to bring and deploy requisite machinery, labours, tools, tackles, equipment, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.
- ii. The contractor shall make its own arrangements at its own cost for facilities like fuel, lubricants, compressed air, diesel etc., required for satisfactory execution of the contract. The procedure prescribed by Company in this regard shall be followed strictly by the contractor.
- iii. The Loaders used for the work should be of standard quality specification commensurate with the scope of work or as directed by RSMML. **Equipments such as loaders of less than 1.7 Cum bucket capacity shall not be allowed for the work.**

5.2.5 INCIDENTAL & CONTINGENT WORKS

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

5.2.6 SECURITY & WATCH AND WARD

The contractor shall be responsible for safety, security, watch & ward etc., of the RSMML properties in and around the work area and/or other properties specifically allocated to the contractor including but not limited to stocks of mineral & mineral products.

Quantity , Period of Contract, Working Hours & Compensation for Failure to Commence the Work and/or Delayed Operation etc.

5.3.1 QUANTITY

- i. The company envisages to Load **6,50,000 MT** of chips/concentrate per year under this contract at Jhamarkotra Rock Phosphate Mine. However this quantity is only indicative and susceptible to variation from time to time in absolute discretion of the company. No guarantee regarding overall, annual, monthly, weekly or daily quantum of work can be given. The Contractor shall neither be entitled nor be eligible to raise any claim on account of their vehicles/equipments /manpower being idle on any day or for any period during the contractual completion period. The contractor shall however have to make necessary arrangements for loader & manpower for loading of material as per rated schedule of about 54,167 MT/month so as to complete the total envisaged yearly quantum of 6,50,000 MT.

5.3.2 PERIOD OF CONTRACT

- i. The period of contract shall be for Two (02) year i.e. 24 months from the date of issuance of Detailed Letter of Acceptance (DLOA)/LOA.
- ii. The above period of contract of Two year includes the period of 15 days allowed for mobilization & commencement of work reckoned from the date of issue of LOA/DLOA. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

5.3.3 DIESEL

RSMML shall not supply diesel from their stock to the contractor and the contractor shall make his own arrangement for procurement, transportation, storage etc. of diesel for their work. The Contractor shall not make any claim regarding idling of his equipment or any other losses whatsoever on this account. Necessary documentary proof of receipt / entry at main security gate shall have to be maintained and submitted by the contractor.

5.3.4 TIME EXTENSION

- i. If the contractor shall desire an extension of time for completion of scheduled quantities on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Head of SBU & PC Rock Phosphate within ten days of the date of such event, and the Head of SBU & PC Rock Phosphate shall, if in his opinion (which shall be final and binding on the Contractor) reasonable grounds exist, authorise such extension of time as may in his opinion be necessary or proper. Whenever such extension is granted by the Head of SBU & PC Rock Phosphate, this would be without prejudice to the Company's right to take appropriate action under this contract and without any additional financial liability on the company.
- ii. The decision of the company as to the need for grant of extension of time to the Contractor shall not be called in question.

5.3.5 RATE OF REMUNERATION

- i. The Contractor, in lieu of the services rendered for the work under Scope of Work and in view of terms and conditions mentioned herein, shall be entitled to get remuneration. Accepted rate shall be considered as the rate for remuneration to the contractor.
- ii. The schedule of rate or contract rate or rate of remuneration shall include an indemnity to the Company which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials octroi or other municipal or local board charges, fees, cess, as applicable on materials, equipment or machinery to be brought to site for use on work, shall borne by the Contractor.
- iii. Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates or rate of remuneration shall be deemed to include and cover the cost of all inputs for the works or otherwise, also all rents and other payments for the works, all equipment, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- iv. The rate of remuneration shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of equipment/s, spares, oils, lubricants, tyres, tubes, statutory or otherwise on any other ground or reason or accounts whatsoever.

5.3.6 PRICE VARIATION

- i. The rates quoted by the contractor and finally accepted by the company shall remain firm & fix for the entire contractual period, except provided herein. Only variation on account of change in the market price of diesel (HSD) will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The price variation on account of change in diesel price for the work will be computed based on maximum notional consumption of 0.10 litre diesel (HSD) per tonne of Rock phosphate loaded into trucks.
- ii. The prevailing price of diesel (HSD) of IOCL ex-Udaipur i.e. **Rs 55.27 per Liter** shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed
- iii. Admissible escalation/de-escalation shall be calculated as per formula given below:

$$ES/DES= Q \times N \times (P_1 - P_0)$$

Where –

- “ES/DES” means admissible escalation/de-escalation in rupees
- “Q” means quantity loaded & dispatched during specified period in MT
- “N” means notional consumption i.e. 0.10
- “P₁” means prevailing price of diesel in Rs. Per liter
- “P₀” means base price of diesel in Rs. Per liter

- iv. No other escalation on any other ground shall be payable to the contractor.

5.3.7 TERMS OF PAYMENT

- i. The remuneration to be paid by the Company to the Contractor for the whole of the work done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be made by the application of the respective quoted & finally accepted rates for the work actually executed and approved by the Engineer-In-Charge. The sum as ascertained above shall constitute the admissible remuneration of the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.
- ii. For payment purposes the contractor shall raise the bills (in triplicate) on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the concerned Engineer -In-Charge.
- iii. The rates as accepted by the Company and governed as per the LOA/DLOA alone shall be considered for billing purpose. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor.
- iv. The assessment of quantity for billing & payment to the contractor will be done based on the actual quantity of material dispatched through company’s weighbridge and any other notified weighbridge for which separate record will be maintained at the weighbridge. The payment will be made to the Contractor on the basis of the weight so recorded. The contractor shall submit the bills to the Engineer-In-Charge duly supported by the monthly dispatch statement issued by the In-charge of Jhamarkotra Mines weighbridge.
- v. The Contractor, on submitting the bill duly verified by the Engineer-In-Charge for the work done, is entitled to receive a monthly payment within a period of thirty (30) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall make payment due to the Contractor by crossed Account Payee cheques. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorised person/s.

Mobilisation Advance: RSMML shall not pay any mobilisation advance to the contractor

5.3.8 FAILURE & COMPENSATION

- i. In case of delay in commencing the work within 15 days from the date of LOA/DLOA, the company shall recover a predetermined and agreed compensation @ 0.5% of the annual contract value on fort nightly basis from the contractor. In the event the compensation exceeds 2.0% of annual contract value, the company may withdraw the letter of acceptance & forfeit the earnest money deposit (EMD) &/or Security Deposit (SD).
- ii. The contractor shall be required to load all the trucks to the extent they are made available on day-to-day basis. Contractor has to ensure adequate loading arrangement to load the trucks within the specified time i.e. from 7:00 AM to 7:00 PM or as specified from time to time in writing and contractor shall ensure that trucks entered in late evening i.e. by 7:00 PM or as extended should be loaded positively before 9:00 PM on same day. In case trucks deployed on any particular day remained idle without loading after the specified time i.e. 9:00 PM or as extended on that particular day, due to reasons attributable to contractor, then the contractor shall be liable to pay compensation equal to double of the amount of admissible remuneration for such loaded quantity.
- iii. Further, in case contractor fails to load trucks for the period exceeding one day (twenty four hours), Company at its absolute discretion will get the work done by making alternative arrangements at the cost and risk of the contractor and the full difference of cost in making such alternate arrangement shall be recovered from the contractor. In case the company decide not to make any such alternate arrangement & allow the contractor to load trucks, then compensation equal to three times of the admissible remuneration of loaded quantity shall be recovered from the contractor
- iv. In case any wrong material is loaded into the trucks and/or dispatched to customers contrary to the permission of the Engineer In Charge or his authorized representative or as directed in the delivery note then the contractor shall be liable to pay compensation equivalent to the difference of Sale value of two materials plus 50% of that amount. In addition, contractor shall have to bear all such losses, including the cost of material, freight charges and any other claim raised by the customer.
- v. The Contractor shall not engage himself/itself for other transportation/handling/loading/liasoning works on behalf of buyers/customers or any other Rock Phosphate trading agencies. In case of any default as specified herein, the contract shall be terminated with immediate effect including forfeiture of Security Deposit and contractor shall be liable to pay compensation equal to 10% of the total contract value/amount in addition to forfeiture of SD/EMD as the case may be.
- vi. The contractor shall ensure loading of scheduled quantity per year (effective from the date of LOA), collectively of various Rock Phosphate products. The performance of the contractor shall be reviewed on yearly basis. If the contractor fails to load scheduled quantity, collectively of various Rock Phosphate products, within any of reviewed period of one year, the contractor shall be liable to pay compensation to the company at the rate of 10% of the remuneration payable for un-executed quantity.

- vii. Any quantity executed in excess of the yearly scheduled target of any of the reviewed period of one year may be adjusted in the shortfall of subsequent year schedule. Likewise the contractor shall also be required to complete the shortfall of previous yearly schedule, if any, in the following year, in addition to payment of compensation as stated above.
- viii. If above yearly scheduled quantity is not achieved by the contractor due to any reason beyond the control of the contractor, or is modified by the Company from time to time (at least once in a period of six months) then compensation for shortfall will be recovered based on such revised targets. The Company reserve its right to exercise reduction / waiver off the compensation, so leviable.
- ix. The compensation as above is a genuine pre-estimate of the loss/damage which shall be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without demur or protest and without there being any proof of the actual loss or damage caused by such delay/breach. The Compensation, if levied, shall be recovered immediately from the bills and/or Security Deposit and/or any amount due and payable to the contractor under this contract or any other contract.
- x. 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.
- xi. Failure of the contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the risk & cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency. In such event, the company shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit.
- xii. The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be effected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor at the discretion of the RSMML.
- xiii. The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- xiv. Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the

RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

5.3.9 CLOSING OF THE CONTRACT

On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction, are required to be submitted to the Officer-In-Charge.

- i) Month-wise details of work executed by the contractor,
- ii) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- iii) Details of PF deposited by the contractor,
- iv) No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
- v) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

On receipt of this last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

UNDERTAKING

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

For and on behalf of the Tenderer

(Authorized Signatory)
Seal & Date

LETTER OF SUBMISSION OF TENDER(On the letter head of tenderer)

FROM

To:

The Group General Manager (Contracts)
Corporate Office,
Rajasthan State Mines & Minerals Ltd.,
UDAIPUR 313001 (Raj).

Sub: **Tender for Loading of Rock Phosphate into Trucks/Tippers etc. using Front End Loader at Jhamarkotra Rock Phosphate Mines, Dist. Udaipur (Rajasthan)**

Ref: Tender No. RSMM/CO/GGM(Cont)/Cont-04/2015-16 dated 08.07.2015

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 execute the contract according to the specified period/time schedule, at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document. I/We shall pay compensation to the company in case of failure on my/our part, as per the provisions and stipulation contained in the terms and conditions of the tender document.
3. I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft/ Pay Order / Banker's Cheque 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.
4. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposit as mentioned or pay to the company or it's successors such sums of money as stipulated in the conditions contained in the tender documents. The Company shall also be at liberty to withdraw and cancel the notice of acceptance of tender (LOA) including forfeiture of the Earnest Money amount and/or security deposit as mentioned in the NIT if the contractor fails to complete the following:
 - a. Furnishing of security deposit within overall period of 30 days from the date of issue of DLOA
 - b. Execution of agreement within one month from the date of issue of LOA.
5. I/we enclose documentary proof **as specified in tender document and all other requisite document as specified in the tender documents.**
6. I/We are fully aware of the statutes/laws/rules in connection with working in a mine. I/We agree to abide by the statutory provisions applicable to the mines.
7. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
8. I/We hereby confirm that Price Bid- (Part II) of the tender contains no stipulation.

Date, the _____ day of, _____ 2015.

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

Witness Name , Address & signature

(On the letter head of tenderer)

Form 'B'

Tender No. RSMM/CO/GGM(Cont)/Cont-04/2015-16 dated 08.07.2015

General Information about the Tenderer

Name and address of Tenderer				
Name of Contract Person Phone No. Fax No. E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	2011-12	2012-13	2013-14	2014-15
Name & Address s of Banker(s)				
Total Number of Loaders/Equipment owned by tenderer				
PAN				
Service Tax Registration No.				
PF Account number				
Labour License Number				
If tenderer is in any other business also Please specify				
Any other relevant information				

(Signature of Tenderer with seal)

(On the letter head of tenderer)

Form 'C'

Tender No. RSMM/CO/GGM(Cont)/Cont-04/2015-16 dated 08.07.2015

EXCEPTIONS AND DEVIATION

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

Certified that we have not mentioned any other exception & deviation in our offer.

Signature of Tenderer with office seal

FORM "D"**Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD**

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

Name & Signature of Tenderer
with seal

PROFORMA OF PRICE BID

The Price Bid should be submitted separately online only

Tender No. RSMML/CO/GGM(Cont)/Cont-04/2015-16 dated 08.07.2015

Name and address of Tenderer : _____

Tender for “Loading of Rock Phosphate into Trucks / Tippers etc. deployed by Customers of RSMML by using Front End Loader at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)”

Sl.n.	Particulars	Approx. total tendered Quantity	Unit	Rate/Unit (Rs/ MT)	Total Amount Rupees (Rs)
1.	Loading of Rock Phosphate chips/ concentrate into trucks/tippers etc. deployed by customers of RSMML by using Front-end loader from the specified loading points situated at different locations at Company's Jhamarkotra Rockphosphate Mines and levelling of the same in each truck/tipper etc. manually, including all related jobs as per the requirement of company and as ascertained by Engineer-In-Charge from time to time, and in accordance with terms & conditions of the tender document.	13.00 Lac MT	MT		

Base price of diesel i.e. Rs.55.27 per litre at IOCL ex- Udaipur is considered as base price for quoting above rates.

Note :

- Quantities cannot be predicted exactly. However, approx., quantities have been indicated.
- Unit rate quoted by the tenderer shall be inclusive of cost of all works, all taxes and duties **including of Service Tax**. The present applicable rate of Service Tax is @ 14.00%.
- 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.
- No conditions should be attached to the Price Offer

(Signature of tenderer with seal)

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector bank(Except SBI Bank), ICICI, Axis, HDFC bank having its Branch office at Udaipur on non-judicial stamp paper of 0.1% of BG amount subject to minimum of Rs. 200/-)

B.G. _____ Dated _____

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

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

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

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

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

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

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

AFFIDAVIT

I S/o
 aged Years Resident of
 On behalf of the tenderer i.e. M/s

Hereby take oath and state as under :

1. That I/We have submitted a tender for
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e.the above tenderer / contractor).
4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent
 (Authorised signatory)

Verification

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

Deponent
 (Authorised signatory)

Dated: -----

(Authorised Signatory)

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

Place: -----

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD on or before the last date of tender submission.

AFFADAVIT
(on non judicial stamp paper worth Rs10/-)

Tender No. RSMML/CO/GGM(Cont)/Cont-04/2015-16 dated 08.07.2015

Name of Tenderer

IS/o Shri aged.....Years
, resident ofon behalf of the tenderer
i.e. M/shereby undertake oath and state as
under:

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

Signature of Tenderer(s)
(Authorized signatory)
With Seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD on or before the last date of tender submission.

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 For procurement in response to their Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

Annexure-F

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) **Filing an appeal**

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

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

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

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

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

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal :
.....
.....
.....(Supported by an affidavit)

7. Prayer:
.....
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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