



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e- TENDER DOCUMENT

FOR the work of

**“ Conveyor belt vulcanizing, patch work
& Rubber lagging works of IBP at
Jhamarkotra, Distt. Udaipur (Rajasthan)”**

e- Tender No. RSMM/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021

Issued by

Group General Manager (Contracts)

Corporate Office, 4 – Meera Marg, UDAIPUR – 313001

Cost of Non Transferable Tender Document (including GST) : Rs 1180/-

Date of downloading of Tender From – 07.07.2021 to 05.08.2021 up to 1.00 pm

Last Date of Online submission of Tender: 05.08.2021 up to 3.00 pm

Date of Opening of Techno-commercial Part (Part I) : -06.08.2021 at 3.30 pm

Registered Office:

C-89 Janpath Lal Kothi
Scheme, Jaipur –302 015
Phone:0141-743734
Fax : 743735

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: 2342157,2348081-83,85
Fax: 0294-2348084



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739
Email:- contractsco.rsmml@rajasthan.gov.in



Ref. no :-RSMM/CO / GGM(Cont)/Cont-07/2021-22

Dated: 07.07.2021

DETAILED e-NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through www.eproc.rajasthan.gov.in:-

Brief Description of work	Bid security / EMD (In Rs.)	Contract Period
Belt Vulcanizing, Patch Work & rubber lagging on Conveyor Pulley at Jhamarkotra mines Distt. Udaipur.	Rs 11,000/- by Bid security declaration	One Year
Cost of tender document Rs.1180/- (non-refundable) is inclusive of GST, payable in Cash or DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"		
Processing Fee	Rs. 500/- payable by DD in favor of MD RISL, payable at Jaipur	
Period of downloading of documents	From 07.07.2021 to 05.08.2021 up to 1.00 pm	
Last Date & Time of online Submission of offer	05.08.2021 up to 3.00pm,	
Date of opening of Techno Commercial offer	06.08.2021 at 3:30 pm, at C.O. Udaipur	

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

- The Tenderer should have minimum turnover of Rs. 2.75 Lakh in any one of the immediate four preceding financial years i.e. 2017-18, 2018-19, 2019-2020 & 2020-2021 in tenderer name.

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

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

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

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

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. 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.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. 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. Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

Group 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 - II

DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 2..1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2..2 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 2..3 **“Statutory obligations(s)”** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 2..4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 2..5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2..6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2..7 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance /telegram /telex awarding the work, agreed variations, if any etc.
- 2..8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 2..9 **“Engineer-in-Charge/Officer-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.
- 2..10 **“Group General Manager (Contract)”** shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 2..11 **“Group General Manager (Phos)”** shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 2..12 **“Agent”** shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2..13 **“Mines Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2..14 **“Letter of Acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 2..15 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered

- post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2..16 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2..17 **“Tender”** shall mean collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- 2..18 **“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.
- 2..19 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 2..20 **“Commencement of work”** shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 2..21 **“Plant Manager”** : shall mean the Manager so designated under Mines Act. 1952 for Industrial Beneficiation Plant of Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2..22 **“Final Certificate”**: in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head

INTERPRETATION

- 2..23 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2..24 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2..25 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2..26 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing persons /shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2..27 General conditions of contract shall be read in conjunction with the Special Conditions Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2..28 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

- 2..29 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2..30 Where any portion of the general conditions of the contracts is repugnant to or at variance with any provisions of the special conditions of the contract, then, unless a different intention appears, the provisions of the special conditions of the contract shall be deemed to override the provision of the general conditions of the contract and shall to the extent of such repugnancy or variations prevail.
- 2..31 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2..32 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

SECTION - III

INSTRUCTIONS TO TENDERERS

3.1 General instruction for submission of the Tender :

- 3.1.1 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.
- 3.1.2 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 downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-I & II 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 of each envelope 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 opening of tender, the offer of the tenderer shall be rejected.
- 3.1.6 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

- 3.2.1 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 3.2.2 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 3.2.3 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.

- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 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 Documents may be downloaded from the portals as mentioned in the Tender Schedule. 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. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of opening of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

3.5 TECHNO COMMERCIAL OFFER:-

The Technical Bid Form will be in spreadsheet format. The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC). The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly, otherwise the Bids will be summarily rejected. Scanned copy of following document should be uploaded alongwith Part I of the offer

1. Power of Attorney in favour of the authorized representative signing the tender documents.
2. PF Account No. along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
3. Attested Copy of audited/ CA certified Balance Sheets and Profit & Loss Account in support of turnover.
4. Copy of PAN & GSTN registration Number.
5. "Exceptions & deviations statement" to be submitted by the tenderer in Form-3
6. Undertaking as per annexure-II of tender document.
7. Duly filled forms and annexure of tender document.

3.6 **BOQ/ PRICE OFFER**

- (i) The tenderers are required to furnish their 'BOQ' in the prescribed format online only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-4/ BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- (ii) Tenderer has to quote **(in BOQ i.e. Price bid online) on the rates of all the items mentioned in the BOQ** given along with tender document. Rate shall be deemed to include and cover all costs, expenses, taxes (excluding GST), duties, levies etc,& and liabilities of every description and all risks of every kind to be taken into account. The rate quoted by the bidder will be exclusive of GST. However the rate will be inclusive of any other levies and duties as applicable on this contract.
- (iii) No increase in rates on these accounts shall be permitted RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates
- (iv) Ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- (v) Price bid i.e. (Part II) will be opened only of those tenderers who qualify in the techno commercial bid. The due date of opening of price bid shall be informed separately to the successful bidders in the technical bid

3.7 **Bid Security / EARNEST MONEY :**

The tenderer must furnish the bid securing declaration of Rs. 11000 in place of bid security as per annexure XI of tender document on appropriate value of judicial stamp paper duly notarized failing which the bid is liable to be rejected.

3.8 **LATE BIDS**

Any Bid received by the Company after the deadline prescribed in NIT due to any reason whatsoever will not be accepted.

3.9 **EXCEPTIONS AND DEVIATION**

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in 'Form 3'. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

3.10 **Validity**

The tenderer shall keep the offer open for acceptance by the company for a minimum period of 120 days from the date of opening within which period the tenderer will have no right to withdraw and/or modify his offer and in case of withdrawal/modification, the Earnest Money deposited by the Tenderer here of shall stand forfeited. This period may be extended further, if required, by mutual consent from time to time.

3.11 **Rights of Company**

The Company reserves the right -

- i) To accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,

- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) Not to carry out any part of work.
- iv) To reject the offer, if it is established that the tenderer has submitted any wrong /
- v) Misleading information or forged documents along with offer or thereafter.

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

3.12 NEGOTIATIONS:

3.12.1 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

3.12.2 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.

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

3.13 CRITERIA FOR DECIDING LOWEST TENDERER:

The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder. L1 shall be determined based on below given formula.

$$\text{Total Value for L-1 determination} = A + B + C + D$$

Where,

A= 0.80 X Qty of sr. no. 1 X Rate quoted by bidder for sr.no.1 of BOQ/form-4

B= 0.10 X Qty of sr. no. 2 X Rate quoted by bidder for sr.no.2 of BOQ/ Form-4.

C= 0.02 X Qty of sr. no. 3 X Rate quoted by bidder for sr.no.3 of BOQ/Form-4.

D= 0.08 X Qty of sr. no. 4 X Rate quoted by bidder for sr.no.4 of BOQ/ Form-4.

Optional rates for item at sl no. 5 of price bid i.e . "*Hiring of Hot Process vulcanizing machine arranged by contractor*" shall not be considered for determination of lowest bidder, however company may rationalize the optional rates as received from other tenderers.

3.14 SIGNING OF THE CONTRACT AGREEMENT

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.

The contract agreement shall consist of:

- a. An agreement on non-judicial stamp paper of appropriate value
- b. Tender document, along with the addend/corrigenda, if any.

- c. Telex/Letter of Acceptance & Detailed Letter of Acceptance.
- d. Agreed Variation, if any,
- e. Any other document as mutually agreed.

3.15 INTERFERENCE WITH PROCUREMENT PROCESS

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 punished under RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of contract , whichever is less.

3.16 REFUSAL / FAILURE

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

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

4.1 GENERAL CONDITIONS OF CONTRACT (GCC) INTERPRETATION OF CONTRACT DOCUMENT

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

4.2 SECURITY DEPOSIT:

- 4.2.1 The successful tenderer shall furnish a Security Deposit of 3% of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner.
- 4.2.2 The rates of security deposit as per the prevailing terms and condition of the Company are @ 10% of total contract value. However the reduced performance security @ 3% of the total contract value is being solicited in compliance of the notification dated 18.12.2020 issued by finance department Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.12.2021. In case, The Govt. of Rajasthan either revises the rates of security deposit cum performance guarantee later at any date or does not extend the existing date of providing the benefits of reduced security deposit, the successful bidder would be bound to deposit the deferential amount toward performance security either through any options as specified below, with a period of 30 days of the demand raised by the Company. In case of non-payment of deferential amount in the stipulated amount the company may recover the same.
 - i. The successful tenderer shall furnish Security Deposit @ 3% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
 - ii. The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 3% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The

accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him”

iii. “The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from his each running @ 3% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.”

4.2.3 The security deposit shall be refunded after six months from the date of completion of the contract, provided always that the contractor has raised all the bills including his final bill and subject to deductions as are permissible under these terms and all other dues to the Company arising out of execution of this contract, if any, and the contractor have fully met all the responsibilities arising out of the contract and the contractor has submitted "No claim &, No due Certificate" to the company.

4.2.4 The SD shall be liable to be forfeited wholly or partially at the sole discretion of the Company, should the contractor either fail to execute the work within the stipulated period or fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company.

4.2.5 In case of premature termination of contract, the security deposit shall be forfeited and the company shall be at liberty to recover the loss suffered by it from the contractor.

4.2.6 The Company is empowered to deduct from the SD any sum due and any other sum that may be fixed 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 conditions of the contract.

4.2.7 No interest shall be paid by the Company on the S.D. amount.

4.2.8 In the event of full S.D. being forfeited, the company at its discretion and without prejudice to its any other right can terminate the contract. In such an event, the company may give the same contract to any other agency at the cost and risk of the original contractor. The contractor shall not be entitled for any compensation on this account or for any loss sustained by him for whatsoever reasons.

4.2.9 In the event the security amount at any time during the currency of the contract falling short of the specified amount, the contractor shall forthwith make good the deficit on demand so that the total amount of S.D. will at any no time be less than the amount so specified. The company may make upon the same by way of recovering from bills.

4.3 LEGAL & STUTATORY OBLIGATIONS :

- i. The contractor shall perform the work in accordance with all applicable Acts, Statutory Rules and Regulations now in force or enforced from time to time as per the Mines Act
- ii. The contractor shall perform the work in accordance with all applicable Acts, Statutory Rules and Regulations now in force or enforced from time to time as per the Mines Act.
- iii. The contractor shall not sublet, transfer or assign this contract or any part thereof or any benefit or interest therein and there under without written consent of RSMML.
- iv. The contractor shall discharge obligations as provided in various enactments under labour laws including Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund

- Act 1952, Payment of Bonus Act, 1965, and other statutory regulations as applicable from time to time.
- v. The contractor shall disburse wages/salaries to his workmen/employees on or before the 7th day of the following month through salary bank account. In case of default in any payment to his workmen, RSMML shall be at liberty to recommend and impose suitable penalty from the contractor's bills. With regard to payment date of disbursement of wages, the contractor will inform the Personnel Department/Engineer-in-Charge at least 3 days before the date of salary disbursement.
 - vi. The contractor shall authorize the site engineer/supervisor or any other such person in writing for the purpose of making liaison with Personnel Department which will include maintaining prescribed registers/submission of statistical information etc by such authorized person to Personnel Department as and when required.
 - vii. The contractor is required to maintain attendance register, form "B" register, "E" register, salary advance register, and other related registers as required under the various labour laws applicable. These registers should be maintained on daily basis and made available at site for inspection/verification by authorized representative of RSMML or any concerned government authority.
 - viii. The contractor shall declare weekly day of rest for his workmen and keep the Personnel Department informed for any change in the weekly day of rest. In case any work is carried out on weekly day of rest, specific permission shall be required.
 - ix. The contractor should note that payment of wages/salaries to his workmen and staff should not be interlinked directly or indirectly with any payment which is due for payment to him on any account. In any and all circumstances, the contractor is liable to make salary payment to his workmen at his own level without depending on outstanding payment with RSMML, if any.
 - x. RSMML cannot guarantee continuous work and therefore, no payment on account of idling of machines/tools and tackles/manpower shall be payable to the contractor.
 - xi. The contractor shall indemnify RSMML against all penalties and liabilities of every kind or breach of any statute, ordinance, rules and regulations or by laws as may be applicable for and in the execution of the contract.
 - xii. The contractor shall be required to take Health & Accidental Insurance Policy (Universal Health Insurance Policy) for his employees from Oriental Insurance Company Ltd. as per directives of Government of Rajasthan vide letter no. 08/854, dated 16.05.2008 within a period of one month from the date of commencement of the work.
 - xiii. The contractor should take workmen compensation policy from General Insurance Company, deposit its copy with Engineer-in-Charge before commencement of work and get it effective during contract period.

4.4 PROVIDENT FUND:

- i. The contractor shall be wholly responsible for complying with the fulfillments 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.
- ii. Such contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act are required to submit an affidavit on stamp paper of appropriate value as per annexure I.

- iii. The Contractor shall remit the PF due to the Regional Provident Fund Commissioner under intimation to the Company. The contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act but are required to deposit the PF due to the applicability of the Contract Labour (Regulation and Abolition) Act may deposit the PF with the RSMML's P.F. Trust. In case the contractor remits PF dues to the RSMML's PF Trust then an additional amount @ 1.10% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges.
- iv. However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- v. Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from contractor through the EPFO website..

4.5 Goods & Service Taxes :

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- v. The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

4.6 Variation in statutory duties/ taxes

Any fresh imposition or withdrawal variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be reimbursed to contractor / recovered by the Company, as the case may be. The reimbursement to 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.

4.7 FORCE MAJEURE:

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

4.8 Refusal /Failure

In the event the Tenderer, after the issue of communication of acceptance of tender (LOA/DLOA) by the Company, fails/refuses to execute the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event, the Company shall have full right to claim damages thereof in addition to the forfeiture of EMD.

4.9 RIGHT TO REVIEW THE PERFORMANCE:

- i. The Company reserves the right to review and assess the performance of the contractor at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the Company in its absolute right and discretion may take appropriate action including termination of the contract and cancellation of the contract as per provisions of the contract.
- ii. The company shall have absolute right to determine and ascertain the damages of loss suffered by it due to poor performance or breach of the terms and recover the cost thereof from the contractor from Security Deposit or any sum due to the contractor from the company. Company reserves the right to suspend the work without assigning any reason and without any notice due to poor performance.

4.10 TERMINATION:

- a. In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 15 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of security deposit without any prejudice to

the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.

- b. The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business.
- c. The Company will be entitled to lodge its claims etc on account of such early termination of contract.
- d. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reasons thereof by giving thirty days' notice to the contractor at their last notified address. In such an event, the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever .

4.11 DISPUTE, JURISDICTION

- i) The place of the contract shall be Jhamarkotra Mines, Distt Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Company shall be final and binding.
- ii) 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.
- iii) The Contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

4.12 APPEALS:

Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority 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.

SECTION - V

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

5.1 SCOPE OF WORK:

Scope of work for conveyor belt vulcanizing, patchwork and rubber lagging etc at Jhamarkotra Rock Phosphate Mines generally shall include the followings:

- i) Belt jointing by hot and cold vulcanizing of different sizes & ply ratings of conveyor belts at site,
- ii) Patch work of conveyor belts at site;
- iii) Rubber lagging of conveyor pulleys at site.
- iv) The work shall be carried out at all plants i.e. LGO Crushing plant, HGO Crushing plant, IBP etc at Jhamarkotra mines.

Quantum of Work:

The tentative quantum of work for this contract may be taken as below:-

Sr. No.	Particular	Joint Type	Approx Qty/Joints per year
1	Belt vulcanizing-4 ply (with or without breaker ply)	Cold	60
2	Belt vulcanizing-4 ply + Breaker	Hot	22
3	Rubber Patch Work	Cold	15 Sq Mtr
4	Rubber Lagging	Cold	30 Sq Mtr

The average width of one joint has been taken as 900 mm. Based on the above tentative quantities competitive rates may be offered in the given price format.

5.2 PRE-QUALIFYING CRITERIA FOR TENDERER:

- i) The Tenderer should have minimum turnover of Rs. 2.75 Lakh in any one of the immediate four preceding financial years i.e. 2017-18, 2018-19, 2019-2020 & 2020-2021 in tenderer name.

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

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

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

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

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. 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.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. 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. Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

The company reserves the right to accept or reject any or all offers without assigni any reason. Also the company does not bind itself to accept the lowest price off The

Company shall not be responsible for any postal delay or loss of offer. Off sent by any other mode other than prescribed shall not be accepted.

5.3 SPECIAL CONDITIONS APPLICABLE FOR THE WORK OF BELT JOINTING, PATCH WORK AND RUBBER LAGGING ETC:

- a) The Contractor shall have to start the repairing work within 10 hours of receipt of intimation even over phone on all working days.
- b) The contractor shall depute his representative on working sites to supervise the work and to receive the instructions of the Company. It shall be the duty of that representative/s to call on at the office of Unit/Project concerned of the RSMML and remain in touch with the office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with.
- c) Contractor and his staff shall have to vacate the work area, if so needed at the time of blasting.
- d) The work carried out by the contractor will be guaranteed for a period of six months from the date of belt jointing, and one year from the date of commissioning in case of lagging of conveyor pulley.

5.4 REQUIREMENT of WORK, PERSONS, TOOLS & TACKLES:

- a) Based on the requirement of work, the contractor is required to deploy persons within 10 hours of receipt of telephonic intimation to arrange for belt joint/patch work on conveyor belt, rubber lagging as per requirement. All tools & tackles and material required to attend the work should be arranged/brought by the contractor.
- b) Contractor will arrange hot jointing machine of suitable size (i.e. width of 1000mm for belt conveyor) & configuration. So that the vulcanized joint is completed in one stage only.
- c) For belt conveyor joint only branded make solutions (i) Dunlop (ii) Thejo (iii) Phoenix (iv) REMA Tip-Top (v) Oilver-Micon are to be used. In case, if any other reputed ISI make solution may be used with an extended guaranty period of six month, at your own risk.
- d) The contractor will have to bring and deploy requisite labors, wooden board, electric grinder of suitable size and hot air blower with required tools & tackles etc. to execute the contract at its own cost and with entire satisfaction of the RSMML.
- e) Work will have to be attended at site. Loosening/adjustment of the conveyor for the purpose of jointing will be carried out by RSMML. Work is to be completed within stipulated time as per requirement of Engineer-In charge or his authorized representative failing which penalty will be imposed as per terms of contract.
- f) The work carried out by the contractor will be guaranteed for a period of six months from the date of belt jointing, and one year from the date of commissioning in case of lagging of conveyor pulley.
- g) In case of premature failure, rectification shall have to be taken up free of cost. Management will be free to get the incomplete work through any other agency at the risk and cost of the contractor.
- h) The contractor should have filled job card as prescribed by EIC in triplicate & enclosed with bills.
- i) The work will have to be taken up /commenced by the contractor within 10 hours of intimation over telephone/fax. In case the work remains incomplete resulting in any work loss of the company, suitable measures as provided in the contract shall be initiated against the contractor including impose of penalty etc.

5.5 RESOURCES, MANPOWER, FACILITIES ETC.

- a) The contractor shall make his own arrangements at his own cost for facilities like vulcanizing solutions, water, cleaning agents etc., required for satisfactory execution of the contract.
- b) Electrical connection, as per requirement, will be provided by RSMML at site free of cost, if required.
- c) The contractor will be required to visit the site on every Sunday to discuss the various jobs.

5.6 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.

5.7 MISCELLANEOUS LIABILITIES:

The contractor shall be responsible for making all arrangements at its cost and expenses for:-

- a) Tools & tackles and any other requirement for accomplishing the work satisfactorily.
- b) Transport, loading, unloading and any other matter connected with the allotted work.
- c) Safety and discipline of the labors/workers/staff employed.
- d) Workman compensation policy, which should be renewed from time to time to cover entire period of contract.
- e) Providing safety boots, dust masks, safety goggles, safety belts and other protective equipment as may be/are required under the law and as may be directed by the RSMML from time to time, to the labouers/workers/staff etc. deployed at work site.
- f) 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.

5.8 PERIOD OF CONTRACT:

Contact period shall be of one year from the date of issue of LOA. The company may extend the period of contract for 06 month on the same rate terms & conditions at its sole discretion in line with the provision of RTPP Act. The company also reserve its right to pre-mature terminates the contract after award of work at any time after giving notice of 30 days, no claim of whatsoever nature will be entertained in this regard.

5.9 Defect liability period

The defect liability period for the work will be 01 years from the actual date of completion of specific job work; if any defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

5.10 COMPENSATION FOR DELAY IN COMMENCEMENT / EXECUTION OF WORK :

- a) In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor. . In the event the compensation exceeds 2% of total contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company.
- b) If the contractor fails to accomplish work ordered from time to time, the Contractor shall be liable to pay compensation to the company at the rate of Rs. 200/- per day per job subject to a maximum of 20% of the value of the said job(s). This 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 Company at its discretion can adjust the same against the Security Deposit and/or Running Account Bill/s.
- c) Besides, failure of the contractor to work as per stipulated schedule will also entitle the Company to get the work done by making alternative arrangements at the 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.
- d) However, compensation for defaults if any could be reduced or waived off if adequate justification or grounds exist for such a reduction or waiver based on the written request by the contractor for the same. Further if concerned Engineer In charge clarifies that any such default is due to valid constraints, Liquidated Damages would not be imposed.
- e) The compensation, if levied, shall be recovered immediately from the bills of the contractor.
- f) In poor performance of the contractor, RSMML may require the contractor to improve the performance of work within seven days of the issuance of a notice by the RSMML and if the contractor fails to improve its performance on pro-rata basis within this period of seven days, then the RSMML may get the work done by other agency at the cost & risk of the contractor without any further notice.
- g) 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 any bill or from the security deposit or set off against any other dues of the contractor, or by reference to an arbitrator, at the discretion of the RSMML.
- h) 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.

- i) 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.
- j) In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.
- k) The compensation so paid/and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

5.11 PAYMENT TERMS:

The contractor will submit the monthly bills in triplicate to the Engineer-in-Charge of the contract. The contractor has to get daily certification for the jobs carried out by him, from the Engineer-in-Charge of RSMML. Payment of monthly running bills will be released within 15 days of their submission of bills, duly verified by the Engineer-in-Charge, after deducting statutory taxes and other applicable deductions.

5.12 CLOSING OF CONTRACT:

Within 60 days of the completion of the work in all respects, the Contractor shall be required to obtain from the Engineer-In-charge completion certificates as to the completion of work and clearing of the areas where he was worked if necessary.

When the Contractor fulfils all his/its obligations under the contract to the satisfaction of engineering in charge and subject to terms and conditions of the contract, he/it shall be eligible to apply for completion certificate with following details :

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

5.13 FINAL CERTIFICATE:

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

5.14 FINAL PAYMENT AND RELEASE:

On completion of the work and issuance of completion certificate, the Contractor shall submit his/its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already 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. All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final payment.

No claim shall be made or be filed by the Contractor and the Company shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract.

Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-Charge or any other person relating to or effecting the work.

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

5.15 UNDERTAKING: I/We do hereby declare that I/We fully read and understood the purport and content of all the Terms and Conditions of this contract, nature, quantum and scope of work and have signed each page in token of their acceptance as tender form

Place

Signature of Tenderer with designation and seal

LETTER OF SUBMISSION OF TENDER

DATE:

FROM

To:

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

Sub: Tender for Work for Conveyor Belt Vulcanizing, patch work & rubber lagging at
Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan

Ref: - e- Tender No. RSMM/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the **form** of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

- | D.D. /Pay Order No &Date | Name and Address of Bank | Amount |
|-------------------------------------|---|---------------|
| 5. | In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents. | |
| 6. | I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work and all other requisite document as specified in the tender documents. | |
| 7. | I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions. | |
| 8. | I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions. | |
| 9. | I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer. | |
| 10. | I/We hereby declare that the decision of the Company in selection/rejection of the tender/contractor shall be acceptable and binding on me/us. | |

Date, the ___ day of, ___20__.

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

Witness

Name in Block Letters:

Full Address

FORM"2"**General Information about the Tenderer**

Ref: e- Tender No. RSMM/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021

General Information about the Tenderer

Name and address of Tenderer				
Name of Contact Person with Phone/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)	17-18	18-19	19-20	20-21
Name &Address s of Banker(s)				
PAN No,				
GST Registration No.	Regn No.	Year	Dt. of regn.	
PF Account number	Regn No.	Year	Dt. of regn.	
If tenderer is in any other business also Please specify				
Status of registration under the Private security agencies(Regulation)Act, 2005 along with copy of certificate				
Others (specify)				
Bank details of RTGS Complete Bank Account No. IFSC/NEFT Code of Branch Name of Bank &Branch				

(Signature of Tenderer with seal)

EXCEPTIONS AND DEVIATIONS
(On the letter head of the tenderer)

Ref: e- Tender No. RSMM/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021

Name of Tenderer _____

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

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

Signature of Tenderer with office seal

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

4, Meera Marg, UDAIPUR

PRICE BID Performa

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

Ref: e- Tender No. RSMM/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021

Work for Conveyor Belt Vulcanizing, patch work & rubber lagging at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)

Sr. No	Belt Specification	Joint Type	Qty Per Year	Rate (In Rs)	Total Amount (In Rs)
1	Belt Vulcanizing 4 Ply (with or without breaker Ply)	Cold Process	54000 mm		Price to be quoted online in the prescribed format at www.eproc.rajasthan.gov.in
2	Belt Vulcanizing 4 Ply (with or without breaker Ply)	Hot Process (Vulcanizing Machine Provided by RSMML)	19800 mm		
3	Rubber Patch Work		15 Sq.M		
4	Rubber Lagging (For 10 mm thick & diamond shape)		30 Sq.M		
Optional Rate					
5	Hiring of Hot Process vulcanizing machine arranged by contractor (Rate in Rs per Joint)				

Note:

- The rates shall be firm which includes all duties and taxes and exclusive of GST.
- Lowest bidder (L1) shall be determined based on below given formula, which is also given at clause No. 3.13 of tender.

$$\text{Total Value for L-1 determination} = A + B + C + D$$

Where,

$$A = 0.80 \times \text{Qty of sr. no. 1} \times \text{Rate quoted by bidder for sr.no.1.}$$

$$B = 0.10 \times \text{Qty of sr. no. 2} \times \text{Rate quoted by bidder for sr.no.2.}$$

$$C = 0.02 \times \text{Qty of sr. no. 3} \times \text{Rate quoted by bidder for sr.no.3.}$$

$$D = 0.08 \times \text{Qty of sr. no. 4} \times \text{Rate quoted by bidder for sr.no.4.}$$

- Optional rates shall not be considered for determination of lowest bidder, however company may rationalize the optional rates as received from other tenderers.

Signature of the Tenderer with Seal

AFFADAVIT

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

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

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

AFFADAVIT

(On non judicial stamp paper worth Rs 50/-)

Ref: e- Tender No. RSMML/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021

Name of Tenderer.....

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

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

Signature of Tenderer(s)

With Seal

Date:-----

Place:-----

Compliance with the Code of integrity and No conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

A bidder may be considered to be in Conflict of Interest with one or more parties in 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. a bidder participates in more than one bid in the bidding process. participation by a bidder in more than one bid will result in the disqualification of all bids in which it 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. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to.....For procurement ofin response to their Notice Inviting Bids No DatedI/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 conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Name:

Place

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, 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 endeavor 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.

Form No.1 (see rule 83)

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

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

1. Particular of appellant:
 - (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 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 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Udaipur on non judicial stamp paper of 0.25of BG amount subject to maximum of Rs.25000/-)

B.G -----

Dated -----

This Deed of Guarantee made between ----- Bank having its registered office at ----- and its head office at ----- - and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 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/RO.) 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 RSMMLand 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 _____ % ofContract

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 forbearance 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 _____ SONOF _____ (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 _____ 20 _____

FORM OF BID-SECURING DECLARATION
(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:

Bid No.: Ref: e- Tender No. RSMM/CO/GGM(Cont)/Cont-07/21-22 Dated- 07.07.2021
Alternative No.:

To:

We, the undersigned, declare that:

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

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order with in the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:-----

Name :-----

In the capacity of:-----

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

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]