



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

**e- TENDER DOCUMENT**  
**FOR**

Drone survey of Jhamarkotra Rock Phosphate Mines of Lease Area 1370.369 Hectare (ML No. 1/88) covering an additional area of upto 100 meter outside the lease boundary Tehsil Girwa, District Udaipur, Rajasthan (as per Ministry of the Mines Notification dated 03rd November 2021) and submit processed output (digital elevation model (DEM) and Orth mosaic images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India.

**e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022**

**Issued by**  
**Group General Manager (Contracts),**  
**Corporate Office,**  
**RSMML, Udaipur**

**Cost of Non Transferable Tender Document: Rs. 590/- (inclusive of GST)**

**Date of downloading of Tender: From 17.08.2022 to 14.09.2022 up to 1.00 pm**

**Last Date of submission of online Tender : 14.09.2022 up to 3.00 pm**

**Date of online opening of Techno-commercial Part: 15.09.2022 at 3.30 pm**

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

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

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



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001 ,  
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739

Email:- [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)



Ref. no :- e-Tender No. RSMM/CO/GGM(Cont)/Cont-08/2022-23

Dated: 17.08.2022

### **DETAILED E-NOTICE INVITING TENDER**

Tenders are invited for following work from reputed contractors through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) :-

Brief Description	Contract Period	EMD (in Rs.)
Drone survey of Jhamarkotra Rockphosphate Mines of Lease Area 1370.369 Hectare (ML No. 1/88) covering an additional area of up to 100 meter outside the lease boundary Tehsil Girwa, District Udaipur, Rajasthan(as per Ministry of the Mines Notification dated 03rd November 2021) and submit processed output (digital elevation model(DEM) and Orthomosaic)images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Governmentof India.	45 days	Rs. 14000 by DD
Cost of tender document is Rs. 590/- inclusive of GST, payable by D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of tender documents	From 17.08.2022 to 14.09.2022 up to 1.00 pm	
Last Date & Time of online Submission of offer	14.09.2022 up to 3.00 pm	
Date of opening of Techno Commercial offer	15.09.2022. at 3.30 pm at C. O. Udaipur	

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

- 1) The tenderer should have minimum turnover of Rs. 3.50 Lac in any one of the immediate four preceding financial years 2018-19, 2019-20, 2020-21 and 2021-22 in its own name.
- 2) The tenderer should have experience of at least one Drone survey of Mines and can submit processed output (digital elevation model (DEM) and Orth mosaic)images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India.
- 3) Drone should be DGCA Registered & Approved

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 techno-commercial part 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 company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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.

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 - I

## 2.1 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.

- 2.1.1** “RSMML” or “COMPANY” or “EMPLOYER” or “OWNER” shall mean Rajasthan State Mines & Minerals Limited,” having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.2** “Appointing Authority” wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3** “Managing Director” shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.1.4** “GGM of Contract” shall mean Group General Manager for the Contract
- 2.1.5** of RSMML or his successor in the office so designated by the Company.
- 2.1.6** “Agent” shall mean the Agent so designated for Rock Phosphate Mines as notified by the company in this behalf.
- 2.1.7** “Engineer-In-Charge” or “Officer In-charge” or “Authorized Officer” shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the GGM of SBU &PC-Rock Phosphate
- 2.1.8** “Engineer’s Representative” shall mean any Resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 2.1.9** “Mine Manager” shall mean the Mining Engineer so designated for Rock Phosphate Mines of Rajasthan State Mines & Minerals Ltd.
- 2.1.10** "Approved" shall mean approved in writing by the Company/ Engineer-In- Charge.
- 2.1.11** "Attested" shall mean attestation of the photocopy of documents by the First class Magistrate /Gazetted Officer/Notary Public.
- 2.1.12** "Clause" shall mean the clause & sub-clause of this document &/or agreement etc.
- 2.1.13** “Tender” shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.14** “Contract” shall mean the agreement between the company and the contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance/telegram awarding the work, alteration/variation order, agreed variations, if any etc.
- 2.1.15** Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.16** “Contract Period” shall mean the period agreed & allowed for execution of the contract & settlement thereof. It shall also include the extended period if any.
- 2.1.17** “Contract Document” shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.18** “Tenderer” or “Bidder” shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the “invitation for tender bid” & shall include his/it’s their legal representative, administrators, successors and executors.
- 2.1.19** “Contractor”/“Successful Tenderer”/ “Successful Bidder” shall mean “Tenderer/Bidder”

- who has either participated in the tender/enquiry of RSMM or “Contractor” to whom order/Contract have been awarded by RSMML. “Contractor”
- 2.1.20** / “Successful Tenderer”/ “Successful Bidder” includes a Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.1.21** “Letter of Acceptance” shall mean intimation by a letter/telegram/fax/e-mail to successful bidder /tenderer his/ its offer has been accepted, in accordance with the provision contained in the letter/fax.
- 2.1.22** “Commencement of Work” shall be reckoned from the date of issue of letter of acceptance /DLOA whichever is earlier including the stipulated mobilization period.
- 2.1.23** “Temporary Works” shall mean and include all temporary works of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.1.24** “Tendered Rates” shall mean rate entered in figures and words in schedule/s by the Contractor for execution/ performance of all contractual obligations as per terms of the contract.
- 2.1.25** “Contract Rate” or Schedule Rate” or “Tendered Rates” or Rate of Remuneration” shall means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations based on the finished product from the specified area/s on per metric ton basis.
- 2.1.26** “Contract Period” shall mean the period agreed & allowed for execution of the contract & settlement thereof. It shall also include the extension period if any.
- 2.1.27** “Notice in writing or Written notice” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered / Head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.1.28** “Alternation/Variation order” means, any order given in writing by the Engineer- In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.29** “Financial Year” means a period of twelve months commencing from 1st April of a calendar year & upto 31st March of succeeding calendar year.
- 2.1.30** "Drone survey of mining lease area with an additional 100-meter area outside the lease boundary means survey by prescribed drone as per guidelines of IBM and submit processed output (digital elevation model(DEM) and Orthomosaic) images obtained from such survey as per Notification of Ministry of mines dated 03rd Nov 2021 as applicable for mines & approval by IBM.
- 2.1.31** “Statutory obligations” would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas &/or any new statute to those, which may come in force during entire period of contract.
- 2.1.32** “Specified /designed location/place” shall mean allocated area for specific purpose by the company time to time.
- 2.1.33** “Final Certification relation to the work” shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the GGM- Rock Phosphate.
- 2.1.34** “Completion Certificate” shall mean the certificate to be issued by the Engineer- In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.2 INTERPRETATIONS:**
- 2.2.1** Whenever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the contractor and liability thereof would be discharged to the satisfaction of the Company at the cost and consequences of the Contractor
- 2.2.2** Several clauses and documents forming the contract are to be taken as mutually explanatory.

If 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 GGM of SBU & PC Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.

- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

### **2.3 DECLARATION BY THE CONTRACTOR**

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

## SECTION - II

### **INSTRUCTIONS TO THE BIDDERS**

#### **SUBMISSION OF OFFERS**

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 A copy of 'Bid Securing', '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.
- 3.5 The DD towards the 'Cost of Bid Document' and 'e-Tendering Processing Fee' along with original affidavits as per annexure-I, II and 'H' 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 submission of tender, the offer of the tenderer shall be rejected.
- 3.6 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy himself in all respect before the submission of offer.
- 3.7 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matter whatsoever that might affect the execution of the works at the scheduled rates & to have satisfy himself to the sufficiency of his tender. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release to the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature & magnitude of the works & requirement of the materials, equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing similar & same type of work etc & as to what all works

he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The contractor shall be deemed to have visited site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation & store go-downs etc & all other factors involved in the execution of works.

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

### **TENDER PROCEDURE**

- 3.9 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 3.10 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- 3.11 The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 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.

### **BID SECURITY MONEY/ EARNEST MONEY DEPOSIT**

- 3.16 The tenderer must pay Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of “RSMML” and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

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

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- iii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.



- iv If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- v If it is established that the tenderer has submitted any wrong information/ forged documents along-with the tender or thereafter.

### **TENDER DOCUMENT FEE**

- 3.17 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.

### **E-TENDERING PROCESSING CHARGES**

- 3.18 For each and every Bid submitted, a non-refundable Processing charge Rs. 1,000/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of submission of the Tender.
- 3.19 The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- 3.20 At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 3.21 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.

### **ONE BID PER TENDERER:**

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

### **COST OF BIDDING:**

- 3.23 The tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.
- 3.24 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorized him/her to sign on behalf of tenderer before submission of the tender.
- 3.25 Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.26 Canvassing in connection with tenders is strictly prohibited for tenderer submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.27 Tenderers in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.

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

**CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:**

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

**ADDENDA/CORRIGENDA:**

- 3.32 Addenda/corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.33 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

**TECHNO COMMERCIAL OFFER:-**

- 3.34 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).
- 3.35 The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.
- 3.36 The Technical Bid Form should not contain any Price indications strictly; otherwise the Bids will be summarily rejected.
- 3.37 Scanned copy of following document should be uploaded along with Part I of the offer
- a) Power of Attorney in favour of the authorized representative signing the tender, as required.
  - b) Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.
  - c) Scan copy of PAN (Income Tax) Number and Goods Service Tax Registration Number.
  - d) Attested copy of the Audited/ CA certified Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
  - e) "Exceptions & deviations statement" to be submitted by the tenderer.

- f) Undertaking/affidavit as per annexure I to III and annexure B given in of tender document
- g) Duly filled Form I to Form IV given in of tender document
- h) One complete set of duly signed each page of tender document as acceptance of tender terms and conditions.
- i) The tenderer should have experience of at least one Drone survey of Mines and can submit processed output (digital elevation model(DEM) and Orthomosaic)images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of
- j) DGCA Registered & Approved Drone certificate

**PRICE OFFER in BOQ form**

- 3.38 The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format.
- 3.39 The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected.
- 3.40 The rates are to be quoted shall be only in INDIAN RUPEES (INR) only as per the price format. The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST.
- 3.41 While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

**DEADLINE FOR SUBMISSION OF BIDS:**

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

**LATE BIDS/DELAYED BIDS:**

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

**OPENING OF THE TENDER:**

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

### **VALIDITY OF OFFERS**

- 3.45 The tender offers should remain valid and open for acceptance, for a period of 120 days from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Work Performance Guarantee, as the case may be, shall be forfeited.
- 3.46 In exceptional circumstances, prior to expiry of the original time limit, the company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

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

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

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

- 3.49 The techno-commercial bids of substantially responsive tenderer will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.50 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- 3.51 The tenderer shall be prepared to furnish clarification/information and attend meetings /discussion as required by the company from time to time.
- 3.52 Price bid (Part-II) only of Techno-Commercially accepted tenders shall only be opened.

**NEGOTIATIONS:-**

- 3.53 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.
- 3.54 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.
- 3.55 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.

**AWARD OF THE CONTRACT:**

- 3.56 The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement on the prescribed format, which shall be consist tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

**CORRECTION OF ERRORS:**

- 3.57 Price Bid (Part–II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
- i. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
  - ii. Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
  - iii. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 3.58 The amount stated in the bid will be adjusted by the company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.

**PROCESS TO BE CONFIDENTIAL:**

- 3.59 Information, relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the company's processing of bids or award decision may result in rejection of his bid.
- 3.60 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

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

- 3.61 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 bid 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 with fine which may extend to Fifty Lacs rupees or ten percent of the assessed value of contract, whichever is less.

### **RIGHTS OF COMPANY**

- 3.62 The Company reserves the right -
- i. To reject any or all the tenders, in part or in full, without assigning any reason, there to,
  - ii. Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
  - iii. To increase / decrease the quantity and period of contract, without any additional obligation on it.
  - iv. Not to carry out any part of work.
  - v. To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.63 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

### **REFUSAL / FAILURE:**

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

## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INTERPRETATION OF CONTRACT DOCUMENT

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

#### SECURITY DEPOSIT (SD):

- 4.4 The rates of 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 12.01.2022 issued by finance department Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.03.2023. 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 from due payment to contractor and/or take penal action as per provision of tender.

The successful tenderer shall furnish a Security Deposit equal to 3% of total contract value. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and awarded quantity for the total period of the contract.

- a. The contractor shall furnish Security Deposit @ 03% 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.
- b. Security deposit may also be furnished in any of the following forms-  
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 contractor, 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.

- c. The successful bidder at the time of signing of the contract agreement may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.



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

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

**TAXES & GOODS AND SERVICE TAX:**

- 4.17 The contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. with the concerned authorities of the Central or State Government authorities, applicable for execution of the works under the contract.
- 4.18 All taxes/duties/levies except GST as applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment.
- 4.19 RSMML will reimburse/recover at actual any taxes/duties which are imposed/ increased / withdrawn /decreased after the date of submission of offer & are directly applicable to this contract & payable by the contractor/recovered by RSMML & determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- 4.20 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).
- 4.21 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 in rates on whatsoever ground.
- 4.22 The provision of GST should be followed by the Contractor as applicable and will be reimbursed on the submission of challan, 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.
- 4.23 Timely deposition of GST and filing of requisite tax returns of relevant tax period would be 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.
- 4.24 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.

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

- i. In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit etc. and the liability of the Contractor for past and future compensation shall remain unaffected.
- ii. In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer- In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

#### **4.26 COMPANY NOT LIABLE TO PAY COMPENSATION:**

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

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

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

#### **4.28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

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

**4.29 DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

**4.30 SAFETY, SANITARY & MEDICAL FACILITIES:**

The Contractor and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non- observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses. The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons. First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with the contractor.

**4.31 DAMAGE TO PROPERTY:**

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

**4.32 POWER OF ENTRY:**

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

- i. Contractor has failed to execute the Contract in conformity with contract document or
- ii. Contractor has failed to carry on and execute the works to the satisfaction of the Engineer In Charge, or
- iii. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
- iv. Contractor has abandoned the work; or
- v. Contractor during the continuance of the contract has becomes bankrupt, Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

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

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

tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

#### **4.34 POWER TO ORDER SUSPENSION OF WORK:**

The Company may, from time to time, by direction in writing and without in anyway invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extrapayment in case of such suspension. The Contractor without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider making some ad hoc/ advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

#### **4.35 CHANGE IN CONSTITUTION:**

The Contractor shall prior inform the Company before any change is made in the constitution of the Co-operative Society/Firm/ Company or induction or retirement of any of the partners/ directors at the earliest.

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

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

- i) The Contract Labour (Abolition & Regulations) Act, 1970
- ii) The Payment of Wages Act, 1936
- iii) The Mines Act, 1952
- iv) The Payment of Workmen's Compensation Act, 1923
- v) The Minimum Wages Act, 1948
- vi) The Environment (Protection) Act, 1986
- vii) The Forest Conservation Act, 1980

- viii) The Air (Prevention and control of Pollution) Act.1981 & Water(Prevention and Control of Pollution) Pollution Act 1974.
  - ix) The Mines Rules, 1952
  - x) The Metalliferous Mines Regulations, 1961
  - xi) The Mines Vocational Training Rules, 1966
  - xii) The Mines & Minerals (Development & Regulation) Act, 2015
  - xiii) The Minerals (Evidence of Mineral Contents) Rules, 2015
  - xiv) The Minerals (Other than Atomic and Hydro Carbons EnergyMinerals) Concession Rules, 2016
  - xv) The Mineral Conservation & Development Rules, 2017
  - xvi) The Fatal Accident Act, 1985
  - xvii) The Motor Vehicles Act, 1939
  - xviii) The Industrial Dispute Act, 1947
  - xix) The Standing Orders Act, 1946
  - xx) The Employees Provident Fund & Miscellaneous Provision Act,1952
  - xxi) The Employee State Insurance Act,1948
  - xxii) R.T.P.P. Act
- 4.37.2 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.
- 4.37.3 The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The Contractor shall perform the work under this contract in accordance with all- applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

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

- i) In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in- Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.
- ii) The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc. and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

#### **4.38 LIABILITY FOR ACCIDENT TO PERSONS:**

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

#### **4.39 FORCE MAJEURE:**

Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract 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, other Statutory Authority, Civil Commotion, Fire accidents, epidemics, war, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, non-availability of mineral at mines 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.

#### **4.40 SERVICE OF NOTICE ON CONTRACTOR:**

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

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

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

- a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager ( Rock Phosphate), RSMM, Jhamar Kotara, Udaipur and copy to authorized representative.
- b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of

his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

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

#### **4.42 TERMINATION:**

- i. If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor: -
  - a. To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
  - b. Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- ii. Before determining the contract, as aforesaid, and provided that, in the judgment of the company, the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- iii. In the event of the Company proceeding in the manner herein above prescribed-
  - a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed / used for the work.
  - b) The money that may have become due to the Contractor on account of work executed by him/it's already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- iv. The Company shall also have the right to proceed in the manner prescribed in sub- clauses

above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

- ii) Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

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

- i. The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the company shall be final and binding.
- ii. No courts other than the courts located at 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.

#### **4.44 APPEALS:**

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



**SECTION-5**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**5.1 APPLICABILITY:**

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

**5.2 INTRODUCTION :**

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Phosphate, Limestone, Gypsum, Selenite and Lignite etc.

**5.3 LOCATION AND ACCESSIBILITY OF SITE:**

Jhamarkotra Rock Phosphate Mines is situated Near village Jhamarkotra in Girwa Tehsil, at 25 Km from Udaipur City (Rajasthan).

**5.4 Pre-qualification criteria**

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

- 1) The tenderer should have minimum turnover of Rs. 3.50 Lac in any one of the immediate four preceding financial years 2018-19, 2019-20, 2020-21 and 2021-22 in its own name.
- 2) The tenderer should have experience of at least one Drone survey of Mines and can submit processed output (digital elevation model (DEM) and Orth mosaic) images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India.
- 3) Drone should be DGCA Registered & Approved

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 techno-commercial part 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 company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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.

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.

#### **5.5 CRITERIA FOR DECIDING LOWEST TENDERER:**

The price bids of the techno-commercially qualified tenderer s will be evaluated to determine the lowest bidder. The tenderer with the lowest quoted rate for total scope of work shall be decided as the successful tenderer i.e. L-1 tenderer..

#### **5.6 DETAILS TO BE FURNISHED AT THE TIME OF OMENCEMENTOF WORK:**

Following details are required to be furnished by the successful tenderer to the Engineer-in-Charge before the commencement of work:

- I Details of the personnel who will be engaged for execution of the work.
- II List of equipment/machinery etc. along with its technical specification/Purchase Invoices/ Registration Certificates & comprehensive insurance policy.

#### **5.7 LIABILITIES IN RESPECT OF CONTACTOR'S MACHINERY ETC.:**

##### **FIRE EXTINGUISHERS:**

Equipments deployed for the contractual work shall be fitted with fire extinguisher/s include refilling if any, of a type approved by the DGMS. The company may not allow deployment of any equipment not fitted with such an automatic fire extinguisher in proper working order. The contractor shall take all reasonable precautions to prevent fires of any nature in general & particular in vicinity of his operations shall be responsible for all damages from fires directly or indirectly due to his own activities or to those of his employee or to the activities of its agents or its employees.

##### **5.6.1DUST SUPPRESSION:**

The contractor shall have to take effective measures at its own cost and expenses for suppression of dust generated during the process of survey and Pitting/Trenching operation in the working areas by means of water sprinkling, or any other suitable method, etc. so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961/Air (Prevention & Control of Pollution) Act 1981. For this purpose, the contractor will ensure that all dust generation points in the working areas are fully suppressed and so designed and operated so as to ensure dust concentration in air within the limits prescribed under mining & environment laws, including circulars issued from time to time for the

purpose by DGMS office, Ministry of Environment & Forest and Rajasthan State Pollution Control Board. In case of failures of the contractor to ensure dust suppression as required above, the Company may make such arrangements for dust suppression at risk and cost of contractor, apart from taking other actions as per the contract.

#### **5.6.2 NOISE LEVEL:**

The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR-1961 and DGMS circular issued in this regard. The Company may stop operation of any machine the noise level of which is found to be above the prescribed limit.

#### **5.7 OTHER RESPONSIBILITIES OF CONTRACTOR:**

- 5.7.1 The contractor shall be responsible for providing shelter, accommodation, drinking water, medical aid etc to his /their employees at his own cost.
- 5.7.2 The contractor shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- 5.7.3 The contractor shall be responsible & liable for any accident & /or damage to equipments ,employees or any other third parties at the mine in course of performance of the job under this contract & consequence claims .
- 5.7.4 The contractor shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.
- 5.7.5 The contractor alone shall be responsible & liable for payment of wages, charges etc in discharge of legal obligation in respect to staff employed by him at all times during the contract & termination /completion of the contract.
- 5.7.6 The contractor shall be fully responsible for any litigation on account of pollution due to excavation of gypsum & abide pollution control norms.
- 5.7.7 The contractor shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any.
- 5.7.8 In case of break down or default of any equipment /machine, same shall be repaired or replaced by the contractor immediately within 72 hours, failing which the company may carry out the work at the risk & cost of the contractor along with the 10 % service charges thereof and same shall be recovered from the running bills and / or security deposit (SD) amount lying with the company.

#### **5.8 SCOPE OF WORK:**

- 5.8.1 Drone survey of Jhamarkotra Rock Phosphate Mines of Lease Area 1370.369 Hectare (ML No. 1/88) covering an additional area of upto 100 meter outside the lease boundary Tehsil Girwa, District Udaipur, Rajasthan (as per Ministry of the Mines Notification dated 03 rd November 2021) and submit processed output (digital elevation model (DEM) and Orthomosaic ) images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India. .KML/Co-ordinates of lease boundary will be provide to successful bidder and DGPS points shall be accessed by the successful bidder itself.
- 5.8.2 Bidder must obtain all Statutory permission regarding drone survey or any other required as per scope of work from different Govt. bodies (State/Central) before commencement of work at Jhamarkotra Mine.

5.8.3 The time schedule of work shall be as under:-

Work	Tentative Time Schedule from date of DLOA	Payment Schedule on completion at different stages
Drone survey of Jhamar Kotra Rock Phosphate Mines of Lease Area 1370.369 Hectare (ML No. 1/88) covering an additional area of upto 100 meter outside the lease boundary Tehsil Girwa, District Udaipur, Rajasthan (as per Ministry of the Mines Notification dated 03 rd November 2021) and submit processed output (digital elevation model (DEM) and Orthomosaic) images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India	45 days Including mobilization period	50%

5.8.4 Soft copies of all document submitted to and/or received from IBM should be submitted to RSMML.

5.8.5 The remaining 50% payment shall be released after acceptance by the Regional Controller of Indian Bureau of Mines as approval may be considered as acceptance of IBM.

**5.9 MOBILISATION & COMMENCEMENT OF WORK:**

5.9.1 The period of contract shall be 45 days from the date of issuance of Letter of Acceptance (LOA). In the event of the award of the contract, the consultant shall have to commence the work immediately within 7 days from the date of issue of Letter of Acceptance (LOA). Consultant shall have to mobilize their equipments/ manpower/resources for commencement of work within 7 days from the date of acceptance of its offer. If required, contract may extend for further one month

5.9.2 In exceptional circumstances & at its sole discretion, the company may extend the mobilization period if so requested by the consultant. In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to withdraw the letter of Acceptance and forfeit the Bid Security Money deposit.

**5.10 Compensation for Delay in Commencement & Completion of work:**

**a. For Delay in Commencement**

Compensation @ 0.5% of the total contract value on weekly basis (beyond 7 days from the date of DLOA) with maximum up to 2 % of the contract value may be levied in case; Consultant fails to commence the work within scheduled period, of issuance of LOA/DLOA. If the delay is on the account of consultant is more than 2 weeks then the company may withdraw the letter of acceptance and forfeit the Bid Security Money & /or security deposit (SD) also.

**b. For Delay in Completion of work**

In case of failure to complete the work as per given tentative time schedule from the date of DLOA in totality then the company shall have absolute discretion to levy predetermined compensation @ 1% of the total contract value on 15 days basis with maximum up to 2% of the contract value, if the delay in completion of work is on the account of consultant is more than one month then the company may also forfeit the security deposit (SD).

**5.11 Right to review Performance:**

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

5.11.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the consultant from the security deposit or any sum due to the consultant from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the consultant, in case, the consultant fails to perform the work.

**5.12 Consultant's Remuneration:**

5.12.1 The consultant, in view of the services rendered for the work under scope of work and in view of terms and conditions mentioned herein shall be entitled to get remuneration. Accepted rate shall be considered as the rate of remuneration to the consultant.

5.12.2 The schedule of rates or contract rate or rate of remuneration shall include an indemnity to the company which the consultant hereby gives against all actions, proceedings, claims, damages, costs & expenses arising from the incorporation in or use on the works of any such articles/processes or materials, equipment or machinery to be brought to the site for use on work, shall borne by the consultant.

5.12.3 Without in any way limiting the provisions of the proceeding ,sub clause, the schedule of rates or rate of remuneration shall be deemed to include & cover the cost of all inputs for the works or otherwise, also all rents,& other payments for the works, all equipments, temporary works, materials, labour, insurance, fuel, stores & appliances to be supplied /deployed by the consultant & all other matters in connection with each item in the schedule of work & the execution of the work or any portion thereof finished complete in every respect & maintained as shown or described in the contract documents.

5.12.4 The rate of remuneration shall be deemed to include & cover the risk of all possibilities of delay & interference with the consultant's conduct of which occur from any cause including orders of the company in the exercise of his/its powers & on account of extension of time granted due to various reasons & for all other possible or probable cause of delay/s in execution of this work by the consultant. The consultant shall not be entitled to raise any claims &/ or dispute on account of any rise in the price of stationery, equipment/s, spares, statutory or otherwise on any ground or reason or account of whatsoever.

**5.13 Terms of Payment (Billing):**

5.13.1 Remuneration is to be paid by the company to the consultant as per schedule given at

clause 5.8.

- 5.13.2 For payment purpose the consultant shall raise the bills on completed of each part of work, to receive its remuneration from the office of the Group General Manager (Rock Phosphate), Jhamar Kotara Mine, Udaipur & the bills shall be duly verified by the concerned Officer In-charge in respect of the work that it is being/has been carried out as per terms & conditions of the contract. The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.”
- 5.13.3 The rate as accepted by the company & governed as per the LOA/DLOA alone shall be considered for billing purpose. The company shall be deducting applicable taxes as prevailing, from the bills of the consultant.
- 5.13.4 Payment of the bills shall ordinarily be released within 15 (fifteen) days from the date of receipt of bill at SBU-PC (Rock Phosphate) office Jhamar Kotara Mines Udaipur.
- 5.13.5 Payment of the bills shall ordinarily be released within 15 (fifteen) days from the date of receipt of bill at SBU-PC (Rock Phosphate) office Jhamar Kotara Mine Udaipur.

**5.14 OTHER ESCALATION:**

Apart from above no other escalation shall be payable to the contractor during the currency of the contract.

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

- 5.15.1 All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed.
- 5.15.2 The final bill shall be submitted by the contractor within 70 (Seventy) days from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the Contractor.

**5.16 RECEIPT OF PAYMENT:**

Receipt of payment made must be signed by a person authorized holding power of attorney in this respect on behalf of the contractor.

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

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

**5.18 CLOSING OF THE CONTRACT:**

Within **70 (Seventy)** days of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain completion certificates as to the completion of work from the Engineer-In- Charge.

## **5.19 APPLICATION FOR COMPLETION CERTIFICATE:**

5.19.1 When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate.

The application along with following documents and any other document/information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.

- (i) Obtain No Dues certificate from concerned Mines Manager/ Incharge.
- (ii) Contractor shall submit the No claim 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.
- (iii) Indemnification Bond of appropriate value on Non-Judicial stamp paper.
- (iv) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
- (v) Details of PF deposited.
- (vi) Two sets of Statement of reconciliation of payment of progressive bills & recovery if any.
- (vii) Certificate of satisfactory execution of the contract from the Engineer-In- Charge.

5.19.2 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company and the DGMS or other statutory authority from time to time.

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

## **5.20 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(Rock Phosphate), Jhamar Kotara Mines, Udaipur 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(RP).

## **5.21 FINAL PAYMENT AND RELEASE:**

5.21.1 On completion of the work and issuance of completion certificate, the contractor shall submit his / its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is

already authorized or required to reserve or retain on the terms of the contractor 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.

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

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

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

#### **UNDERTAKING:**

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

For and on behalf of the tenderer

(Signature of tenderer with seal)

Date: Place:



## LETTER OF SUBMISSION OF TENDER

DATE: .....

FROM,

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

Sub: Drone survey of Jhamarkotra Rock Phosphate Mines of Lease Area 1370.369 Hectare (ML No. 1/88) covering an additional area of upto 100 meter outside the lease boundary Tehsil Girwa, District Udaipur, Rajasthan (as per Ministry of the Mines Notification dated 03 rd November 2021) and submit processed output (digital elevation model (DEM) and Orthomosaic) images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India.

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022

Dear Sir,

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

Date, The \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

**Signature of tenderer/(s)  
with seal**

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

(On the letterhead of the tenderer)

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

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022

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

The Check List should be enclosed along with TECHNO-COMMERCIAL (PART-I) BID' in the Performa given below: -

1.0	Status of tenderer:	
	Individual	
	Proprietorship Firm: Attach duly attested affidavit in support of your status.	
	Partnership Firm: Attach copies of Partnership Deed.	
	Co-operative Society registered under RC Act-1965 Attach duly attested copies of Registration Certificate, Bye laws, list of Members & list of Managing Committee.	
	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited Companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association Memorandum of Association allow the Company to take subjected contract work and it is not ultra-virus &	
	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited Companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association Memorandum of Association allow the Company to take subjected contract work and it is not ultra-virus &	
	Public Sector Undertaking (Attach supporting documents duly attested)	
Others (Please specify) – Attach duly attested supporting documents.		
2.0	Details of Tender document fees and Name of Bank	DD No. and Name of Bank

3.0	Power of Attorney/ Board Resolution in favour of the authorized representative signing the tender.	
4.0	Turn over during last 4 financial years.	
	(2021-22)	
	(2020-21)	
	(2019-20)	
	(2018-19)	
5.0	Duly attested copies of Audited balance sheets /Attested Balance Sheets by chartered accountant & P&L accounts of above financial year in support of turnover.	
6.0	Main business activities (experience) of the tenderer	
7.0	Details of present commitments.(Form III)	
8.0	Whether the tenderer has proposed any addition/ modification/ deviation to the terms & conditions of the tender.(Exception/Deviation) (Form IV)	Note: If yes, please provide details as per Exceptions and Deviations statement
9.0	The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de- listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.(Annexure-I)	
10.0	Affidavits on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details. (Annexure-I)	
11.0	Bid Security	
12.0	PAN no.	
13.0	PF account No. with copy of registration/ Affidavit in support of PF (Annexure-II)	
14.0	Goods and Service Tax Registration No.	
15.0	MSMED Registration details	
16.0	Any other information	
17.0	FORM I to IV submitted	
18.0	Annexure I to IV and Annexure B	

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

**Signature of tenderer/(s)  
with seal**

**(On the letterhead of the tenderer)**

**DETAILS OF EXPERIENCE**

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022

NAME OF TENDERER: .....

Tenderer will give information of the similar work done during immediate 03 preceding years as per the Performa given below:

Work order No.	Full particulars of similar work carried out by the tenderer	Period	Value of contract (break up during immediate three preceding years)	Number of projects taken up during immediate three preceding years	completion time (months)	Penalty or liquidated damages Paid (if any)
1	2	3	4	5	6	7

It is certified that the above information is correct.

**Date:**

**Signature of tenderer(s)**

**Place:**

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

**EXCEPTIONS AND DEVIATION**

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022

NAME OF TENDERER: .....

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

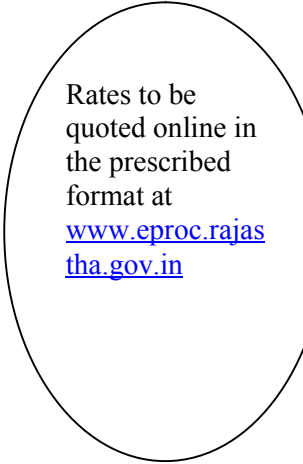
No.	Page No. of tender document	Clause No. of tender document	Subject	Deviation

Signature of tenderer/(s)  
with seal & date

**"PRICE-BID" Performa**  
**To be submitted strictly online in the prescribed format provided at**  
**<https://eproc.rajasthan.gov.in>**

1. Name of Tenderer: .....

2. Tender No. e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022

Brief Description of	Period of contract	Rate in Rs. (In word & figure)
Drone survey of Jhamarkotra Rock Phosphate Mines of Lease Area 1370.369 Hectare (ML No. 1/88) covering an additional area of upto 100 meter outside the lease boundary Tehsil Girwa, District Udaipur, Rajasthan (as per Ministry of the Mines Notification dated 03 rd November 2021) and submit processed output (digital elevation model (DEM) and Orthomosaic) images obtained from such survey as specified in accordance with the manual prescribed by the Indian Bureau of Mines and its acceptance by the concerned Regional Controller of Mines, Indian Bureau of Mines, Government of India.	45 days	 <p>Rates to be quoted online in the prescribed format at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a></p>

**NOTE:**

- i) Unit rate quoted by the tenderer shall be inclusive, including cost of preparatory works, and finishing work etc.
- ii) The rate quoted will remain firm & fixed **exclusive of Goods and Service Tax (GST)**.
- iii) The requisite number of Reports, Documents, drawings and its printing as prepared by the Consultant shall be included in offered rate and no additional remuneration shall be paid.

Dated: ..... Place:

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

**AFFIDAVIT**

(On non judicial stamp paper of appropriate value)

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022

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. or any government organization/department.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is ..... (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I 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.
- (7) I/We do hereby declare that I/we are not close relative of any employee of the company (close relative means Father, mother, Brother , sister , son , daughter and spouse) nor any such close relatives are associated with our firm as proprietor/partner/share holder/member/ directors.
- (8) 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.
- (9) 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.
- (10) I hereby declare that the GST component on this work if awarded to me will be of .....%

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

Place:Date:

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/2022-23 Dated 17.08.2022.

**Affidavit for PF declaration in support of tender(On Non-Judicial Stamp Paper of Rs. 50/-)**

I \_\_\_\_\_ S/O \_\_\_\_\_

age \_\_\_\_\_ Years \_\_\_\_\_ Resident of \_\_\_\_\_

On behalf of the tenderer i.e. M/S \_\_\_\_\_

Hereby take oath and state as under:

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

Deponent

(Authorized signatory)

**Verification**

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

Deponent

(Authorized signatory)



**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a PSU Bank except SBI/ICICI/Axis/HDFC having its Branch office at Udaipur on non-judicial stamp paper of 0.25% value of SD/BG amount subject to maximum amount of Rs 25000/-

B.G. \_\_\_\_\_

Dated 00.00.2022

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

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

1. We, \_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any terms and/or conditions contained in the Letter of Intent/ Agreement. The decision of the Company, as to any such breach having been committed and loss/ damage suffered to shall be absolute and binding on us.
2. We, \_\_\_ (Bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor of the fact whether any dispute is pending between the company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Intent/ agreement by reason of the said contractor's failure to perform the covenants contained in said letter of intent/ agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_.
3. We, \_\_\_ (Bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharges or till the company certifies that the terms and the conditions of the said Letter of Intent/ agreement have been fully and properly carried out by the said contractor and

Accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before .....(Scheduled completion date plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceeding 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 Group General Manager of SBU&PC-Rockphosphate 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 Intent/ agreement or to extent time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Intent/ 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 not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. 00/- is made by the Bank.
7. The guarantee will not be discharged or affected if the company holds/ obtain any other security/guarantee/ promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Bikaner Courts in the state of Rajasthan alone shall have jurisdiction.

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

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

Any person participating in a procurement process shall:

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

#### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

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.

**i. 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)

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 therepresentative:

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

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

7. Prayer:

.....  
.....  
.....  
.....

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

Signature

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

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

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