



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

e-TENDER DOCUMENT

FOR

**APPOINTMENT OF AUTHORISED TENDERER FOR
TRANSPORTATION OF ROM LIGNITE FROM GIRAL/SONARI
LIGNITE MINES, DISTRICT BARMER TO VARIOUS
DESTINATIONS WITHIN RAJASTHAN AND OTHER STATES OF
INDIA.**

E-TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/20-21 dated 07.12.2020

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

Cost of Non Transferable Tender Document (including GST) : Rs 4720/-

Date of downloading of Tender : From 07.12.2020 to 28.12.2020 up to 1:00 PM

Last Date of Online Submission of Tender: 28.12.2020 up to 3:00PM

Date of Opening of Techno-commercial Part (Part I): 29.12.2020. at 3:30 PM

Registered Office:

C-89-90, Jan Path, Lal Kothi Scheme,
Jaipur –302 015 (Rajasthan)
Phone : 0141-2743734
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Corporate Office:

4, Meera Marg, Udaipur-313001 (Rajasthan)
Phone: (0294) 2527211, 2428763-67
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(CIN No. U14109RJ1949SGC000505)

SBU & PC - Lignite,

Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005 (Rajasthan)
Phone: 0141 – 2227949, 2227627
FAX: 0141 – 2227761



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

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CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0



Ref. no :-RSMM/CO / GGM(Cont)/Cont-11/2020-21

Dated: 07.12.2020

NOTICE INVITING TENDER

e-Tenders in two parts (Part-A: Techno-Commercial Bid and Part-B: Price Bid) are invited from reputed tenderers for the following :-

Brief Description / Specification	EMD (in Rs.)
Transportation of ROM Lignite from the pits/loading yard/stock yard of Giral/Sonari Lignite Mines, District Barmer to various destinations in Rajasthan and other state of India for following distance slabs: A. For distances upto 200 Kms (single side). B. For distances more than 200 Kms (single side).	50.00 Lakhs DD/ PO
Cost of tender document Rs. 4720/-is inclusive of GST, payable by D.D. in favour of “RSMM Ltd, Udaipur ”	
Processing Fee	Rs. 1000/- payable by DD in favour of MD, RISL payable at Jaipur
Period of downloading of documents	From 07.12.2020 to 28.12.2020 up to 1.00 pm,
Last Date & Time of online Submission of offer	Dated 28.12.2020 up to 3.00 pm
Date of opening of Techno Commercial offer	Dated 29.12.2020. at 3.30 pm at C. O. Udaipur

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

- Tenderer should have minimum turnover of Rs. 100.00 crores from transportation business in any one of the preceding three financial years i.e. 2017-18, 2018-19 & 2019-20 in the name of tenderer.
- Tenderer should have an experience of minimum 10 years in the work of material/ Goods/mineral transportation.
- Tenderer should have minimum forty (40) number of trucks/dumper/trailer having model of year 2017 or later registered in the name of the Tenderer.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in>& the link "help for contractors "," information about DSC", FAQs & the bidder manual kid " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in& on sppp.raj.nic.in for the purpose of downloading.

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

for online submission of tender.

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

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

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

Tenderer(es) who have been banned/ suspended by the company or any government 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. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer.

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.

General Manager (Contracts)

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

SECTION – I
Definitions, Interpretations

2.1. DEFINITIONS:

In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 2.1.1 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** shall mean Rajasthan State Mines & Minerals Limited,” having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 2.1.2 **“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 **“Head of SBU &PC –Lignite”** shall mean Group General Manager for the SBU &PC – Lignite of RSMML or his successor in the office so designated by the Company.
- 2.1.5 **“Group General Manager (Contract)/General Manager (Contract) ”** shall mean the Group General Manager (Contract)/GM(Cont) of RSMML or his successor in the office.
- 2.1.6 **"Unit In-charge"** shall mean the Unit In-charge of Lignite Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.7 **“Agent”** shall mean the Agent for Lignite Mines notified by the company in this behalf under Mines Act, 1952.
- 2.1.8 **“Engineer-In-Charge” or “Officer In-Charge” or “Authorised Officer”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU &PC-Lignite.
- 2.1.9 **“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 Tenderer by the Company.
- 2.1.10 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Giral/Sonari Lignite Mine of Rajasthan State Mines & Minerals Ltd.
- 2.1.11 **"Approved"** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.12 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.13 **“Contract”** shall mean the Tender Document between the Company and the Tenderer 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. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.14 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

- 2.1.15 “**Tenderer or Bidder**” shall mean the person, Firm/Company/Co-operative /JV/Consortium/ SPV and shall includes his/its their legal representative, administrators, successors and executors.
- 2.1.16 “**Letter of Acceptance**” shall mean intimation by a letter/fax to successful bidder /tenderer, that his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.17 “**Works**” shall mean the works or part thereof to be executed in accordance with the work Tender Document and shall includes all extra, additional, altered and/or substituted work, if any, as required for the purpose of the work Tender Document
- 2.1.18 “**Commencement of work**” shall be reckoned from the date of transportation of material from mines to other destination.
- 2.1.19 “**Contract Rate**” or “**Schedule Rate**” or “**Tendered Rates**” or “**Rate of remuneration**” means rate entered in figures and words in schedule/s by the Tenderer and accepted by the Company as payable to the Tenderer for execution/ performance of all contractual obligations based on the loading and transportation of Lignite specified quality from the specified area/s on per metric tonne basis.
- 2.1.20 “**Schedule of quantities and Rates**” shall mean the loading and transportation schedule incorporated in the contract in which are entered quantities of all work, for the execution of the contract and the rate of remuneration thereof, at which the Tenderer has undertaken to carry out the work under the contract during the contract period.
- 2.1.21 “**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.
- 2.1.22 “**Alternation/Variation order**” means, any order given in writing by the Engineer-In-Charge to the Tenderer from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.23 “**Quarter**” shall mean period of three calendar months.
- 2.1.24 “**Shift**” shall mean continuous period of eight working hours or any other duration specified by the company from time to time.
- 2.1.25 “**Specified/designated/location/places**” shall mean allocated area, for specific purpose, by the company time to time.
- 2.1.26 “**Attested**” shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted officer/Notary Public.
- 2.1.27 “**Clause**” shall mean the Clause and sub clauses of this tender document and/or Tender Document etc.
- 2.1.28 “**Mines**” shall means Giral/Sonari Lignite Mines situated Barmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd.
- 2.1.29 “**Loading Point**” shall mean site at mines from where loading of specified Lignite take place.
- 2.1.30 “**Tonne**” shall mean metric tonne (1000 Kilograms),
- 2.1.31 “**Statutory obligation**” would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.1.32 “**Weighbridge**” shall mean any weighbridge either departmental lorry weighbridge/s & or public weighbridge/s authorised by the company for weighment of Lignite.

- 2.1.33 “**Access Road**” shall mean Kuchha road connecting mineral stockyard/crusher to mine approach road and railway plots to main road.
- 2.1.34 “**Approach Road**” shall mean Kuchha motorable road connected mineral stockyard/crusher in mines to nearest tar road for transportation of mineral Lignite through trucks/ trollas/ tippers/ & etc.
- 2.1.35 “**Final Certification relation to the work**” shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the Head of SBU &PC- Lignite/Engineer-In-Charge.
- 2.1.36 “**Completion Certificate**” shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.37 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

2.2 INTERPRETATIONS:

- 2.2.1 Whenever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the contractor and liability thereof would be discharged to the satisfaction of the Company at the cost and consequences of the Contractor
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.

- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION – III

INSTRUCTION FOR PREPARATION & SUBMISSION OF e-TENDER AND GENERAL TERMS & CONDITIONS

3.1 INSTRUCTIONS TO THE TENDERER & GENERAL CONDITIONS

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form.
- ii. No physical / offline tender / bid shall be accepted.
- iii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for tenderers", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iv. 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.
- v. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- vi. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract) , RSMML, Udaipur. This envelope should be marked with NIT number & work, name and address of tenderer; telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract) , RSMML, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vii. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- viii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Tenderer from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Tenderer shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

- ix. All the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :

- i) **Annexure-A-** Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) **Annexure-B-** Declaration by the Bidder regarding Qualifications.
 - iii) **Annexure-C-** Grievance Redressal during Procurement Process and Form No. 1.
 - iv) **Annexure-D-** Additional Conditions of Contract.
- x. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :- 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: eproc@rajasthan.gov.in., Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.).

3.2 GENERAL INSTRUCTIONS FOR FILLING THE e-TENDER

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.
- viii. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender.
- ix. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- x. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- xi. Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.

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

3.3 BID SECURITY, e-TENDER DOCUMENT FEES AND PROCESSING CHARGES

- a) The bidder submit a non-refundable processing charge of Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD, RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Udaipur on or before the date and time of submission of the Tender.
- b) The Tender Document fee and Bid Security as mentioned in the NIT shall be paid by way of D.D./Banker's Pay Order in favour of RSMML payable at Udaipur.
- c) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- d) 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.
- e) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

3.4 ONE BID PER TENDERER:

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

3.5 COST OF BIDDING:

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

3.6 BID SECURITY/EARNEST MONEY

- A) The tenderer shall deposit (interest free) a sum of **Rs. 50,00,000/- (Rupees Fifty Lac only)** as Earnest Money alongwith the tender by Demand Draft/Banker's Pay order. It should be in favour of RSMML payable at Udaipur. The DD/PO should be valid for three months from the date of issue. Offers not accompanied with the Earnest Money Deposit will not be considered. Cheque or Bank Guarantee will not be accepted.
- B) The bidder may also deposit the bid security by way of online transfer of prescribed amount (as per DNIT) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:

NAME : RAJASTHAN STATE MINES AND MINERALS LTD
BANK NAME: IDBI BANK
BRANCH: SAHELI MARG, UDAIPUR
ACCOUNT TYPE: CURRENT
ACCOUNT NO. 050102000002202
IFSC CODE: IBKL0000050

A copy of transaction details of transfer of fund shall be uploaded/ furnished by the bidder to the company with their bid.

- C) The EMD shall be forfeited in the following cases:
- i) If the tenderer withdraw, amend or modifies the offer on its own after submission of tender.
 - ii) If the tenderer does not submit the prescribed security cum performance guarantee within 30 days of LOI / order.
 - iii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
 - iv) If the tenderer declines to accept the order placed by the Company, subsequent to acceptance of his offer.
- D) The demand draft/Pay order furnished by the tenderer towards EMD will be returned in original to disqualified tenderer at the earliest and of unsuccessful tenderer will be returned after finalization of tender / validity of the offer has expired. The DD/ PO of successful tenderer will be deposited in RSMML A/c & the EMD will be refunded after receipt of Security Deposit cum performance guarantee as per contract.

3.7 ONE BID PER TENDERER

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

3.8 COST OF BIDDING

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

3.9 CURRENCIES OF THE BID AND PAYMENT:

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

3.10 SUBMISSION OF e-TENDERS

The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” (Part-I) should contain the following:

- a) Complete set of tender document duly sealed & signed on each page by the tenderer as in token of acceptance of terms & conditions of this tender.
- b) Letter of submission of tender as per Form-1.
- c) Power of Attorney in favour of the authorized representative signing the tenderers.
- d) Earnest Money Deposit (EMD) in the manner as prescribed in the NIT.
- e) Details of the tenderer in Form-2 along with proof of status of tenderer as Individual Proprietary Firm, Partnership Firm, and Company etc. by way of

Registration Certificate /Memorandum & Article of Association /Registration Deed Partnership Deed duly attested by the Gazetted Officer/Notary public, JV/Consortium/SPV agreement on non judicial stamp paper of appropriate value as per prevailing stamp and duty Act.

- f) Copy of PAN Card (Income Tax Number) & Copy of GST Registration number.
- g) Attested copy of the Audited Balance Sheet for the financial years prescribed in the tender document in support of specified turnover from transportation business.
- h) Documentary evidence in support of having experience of minimum 10 years in material/ Goods/mineral transportation registration certificate/experience certificate / work order or any other relevant document.
- i) Ownership document of vehicle in the name of tenderer as per pre-qualification criteria of tender.
- j) Undertaking that no condition is mentioned in Part II 'Price Bid' BOQ (Annexure-VIII) and conformation to the effect that the price quoted in part II 'Price Bid' of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
- k) Undertaking/affidavit as per Annexure-V & VI given in tender document and Annexure 'A' to 'D' of RTPP Act.
- l) "Exceptions and Deviations as per tender conditions in annexure IV enclosed. However it will be desirable that deviations are avoided as far as possible & rate offer be made based upon the tender terms & conditions .Exceptions & deviations made elsewhere in the offer shall be ignored.
- m) Duly filled annexure 2 to 5 of tender document.
- n) Undertaking /affidavit as per Annexure given in tender document.

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

3.11 CLARIFICATIONS OF CONTENTS OF e-TENDER DOCUMENT

- (i) In case an intending tenderer require any clarification in connection with, or any point covered in the tender documents, they are advised to send their queries/clarifications addressed to the GGM (Contract), RSMML,4 Meera Marg, Udaipur (Raj.) Fax No. fax 0294-2428768,2428739, so as to reach him at least seven (7) days before the scheduled date of submission of bid. A copy of this communication should also be endorsed to the tender issuing authority.
- (ii) The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.

- (iii) Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

3.12 EXCEPTIONS & DEVIATION

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure - IV and furnished along with Part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed & stamped by the tenderer.

3.13 PART-II Price Bid (BOQ)

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only (Annexure-VIII). It is suggested to the tenderer to read carefully the instructions mentioned in the Performa at BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) 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 (Section-IV) of the tender document.

3.14 OPENING OF e-TENDER

e-Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorised representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule. If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

3.15 EVALUATION OF PRICE BID

Part II of bid i.e. Price Bid of the short-listed bidder shall be evaluated for deciding the lowest tenderer on the following basis:

In all, two rates in **Rs per MT/per KM** are to be quoted i.e. one for the distance slab of upto 200 kms. and the other for distance slab of more than 200 kms.

The basis of arriving at lowest tenderer shall be to give 90% weightage to the quoted rate for distance slab of more than 200 kms (average 400 KMs). and 10% weightage to the quoted rate for distance slab of upto 200 kms (average 150 Kms).

The L1 bidder will be determined on the basis of following formula:

Formula

$$= (14.40 \text{ lakh MT} \times 400 \text{ KM} \times \textit{quoted rate for distance slab of more than 200 Kms}) + (1.60 \text{ lakh Mt} \times 150 \text{ KM} \times \textit{quoted rate for distance slab of less than 200 KM})$$

The price quoted by lowest tenderer (L-1) may be offered by the company at its sole discretion to other bidders on the basis of the descending order of the price bids received (L2, L3 ,L4 & L5) for authorization of transportation on L1 rates

3.16 NEGOTIATIONS

- (i) 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.
- (ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- (iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

3.17 VALIDITY:

- (i) Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during this or in extended period, revoke, cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited & tender will not be considered for further evaluation.
- (ii) In exceptional circumstances, prior to expiry of the original time limit, the company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

3.18 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- (i) Prior to the detailed evaluation of bids, the Company will determine whether each bid;
 - a) Meets the eligibility criteria;
 - b) Has been properly signed, dated & sealed;
 - c) Is accompanied by the required securities; and
 - d) Is substantially responsive to the requirements of the bidding documents.

- (ii) A substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;
- a) Which affects in any substantial way the scope, quality or performance of the work; and /or
 - b) Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; and /or
 - c) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids.

3.19 EVALUATION OF TECHNO-COMMERCIAL BID:

- i) The Techno-commercial bids of substantially responsive tenderer will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the Techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- iii) The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.
- iv) The price bid of only those bidders shall be opened who qualify in technical bid.
- v) In the case, when the quotations given by the tenderer during negotiation is higher than the original quotation of the tenderer, then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- vi) In case of negotiations, representatives of the tenderer attending the negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations & rates offered by them.

3.20 CORRECTION OF ERRORS:

- i) Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
 - a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
 - b) Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

- ii) The amount stated in the bid will be adjusted by the company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.

3.21 PROCESS TO BE CONFIDENTIAL:

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

3.22 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- i) The tenderer, whose bid has been accepted, will be notified of the award by the company, through postal communication or through facsimile confirmed by registered letter/speed post/E-mail/Fax. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum unit that the company will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (hereinafter and in the Contract called "the Contract Price").
- ii) The notification of award will constitute the formation of contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of DLOA.

3.23 INTERFERENCE WITH PROCUREMENT PROCESS:

In case the bidder;

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

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

3.24 SIGNING OF THE CONTRACT AGREEMENT:

- i) The successful tenderer shall be required to execute an agreement with the company on non-judicial stamp paper of appropriate value (prevailing under Indian Stamp Act on the date of signing of agreement) within 30 days from the date of issuance of DLOA but before the commencement of work. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

- ii) The contract agreement shall consist of (1) an agreement on non-judicial stamp paper of appropriate value, (2) tender document, along with the addend/corrigenda, if any (3) Letter of Acceptance &/or Detailed Letter of Acceptance (4) Agreed variations, if any & (5) any other document as mutually agreed.

3.25 RIGHTS OF COMPANY:

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

3.26 REFUSAL / FAILURE:

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

SECTION- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT

- 4.1.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.1.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Lignite Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 4.1.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

4.2 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

- i. The EMD (Bid security) of successful bidders shall be adjusted towards SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE at the time of execution of agreement for due fulfillment of the obligations under the contract.
- ii. The amount of Security Deposit (S.D.) is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii. The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv. The S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v. RSMML shall not pay any interest on the Security Deposit. The Security Deposit shall be released on application by the Tenderer after the expiry of guarantees and after discharge of all the tenderer's obligations under the contract.
- vi. The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.

4.3 TAXES

The tenderer shall quote the rates as follows:-

- i) The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). Goods and Service Tax will be paid extra as per specified rates in the Act/Rules. However, the rates will be inclusive of any other Levies and duties, as applicable on this contract (up to last date of submission of bid).
- ii) The rates quoted shall be on firm price basis during the pendency of the contract period and the tenderer shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.

- iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the tenderer. The tenderer 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 tenderer or any other amount due to him/or from Security deposit, as the case may be.
- iv) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, tenderer 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 tenderer or any other amount due to him/or from Security deposit, as the case may be.
- v) Further, the tenderer 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.”
- vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid 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 filed by us.”

4.4 RATES & TAX DEDUCTION AT SOURCE

All taxes/duties/levies as are applicable exclusive of G.S.T. should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. RSMML will reimburse/recover at actual any tax/duties which are imposed/increased/withdrawn/decreased after the date of submission of offer & are directly applicable to this contract and payable by the tenderer/recoverable by RSMML, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

4.5 COMPLIANCE OF STATUTORY PROVISIONS

- i. The transport firm shall at his own cost, observe, perform and comply with provision 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 register and documents.
 - a) The Contract Labour (Abolition & Regulation) Act, 1970
 - b) The Payment of wages Act, 1936
 - c) The Employees Provident Fund Act, 1952
 - d) The Employees Provident Fund Scheme, 1952
 - e) The Payment of Bonus Act, 1965
 - f) The Mines Act, 1952
 - g) The Payment of workman compensation Act, 1923
 - h) The Minimum Wages Act, 1948
 - i) The Payment of Gratuity Act, 1972
 - j) The Mines Vocational Training Rules, 1966
 - k) The Fatal Accident Act, 1985
 - l) The Motor Vehicles Act, 1939

- m) The Apprentice Act, 1961
- n) The Industrial Dispute Act, 1947
- o) The Standing Orders Act, 1946
- p) RTPP Act 2012 and Rules 2013.
- q) Compliances of Department of Mines & Geology GoR.
- r) Coal Mines Regulation 2017.

4.6 RESOURCES, FACILITIES ETC.

- i) The Tenderer will have to bring and deploy requisite machinery, trucks, labour, tools, and tackles, equipments etc. required to execute the contract at its own cost and to the entire satisfaction of the Company.
- ii) The Tenderer shall make its own arrangements at his own cost for facilities like electricity, power, fuel, lubricants, compressed air, water etc. required for satisfactory execution of the contract.

4.7 INCIDENTAL & CONTINGENT WORKS

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

4.8 LIABILITIES IN RESPECT OF TENDERER'S MANPOWER ETC.

A) Employment of Manpower:

The labour/staff/supervisors/managers etc. required for execution of the contractual work will be employed by the Tenderer and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the Workmen's Compensation Act, 1923 in respect thereof. The Company will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labour/staff/ supervisors/managers etc. to be engaged by the Tenderer for the contracted work.

B) Miscellaneous Liabilities

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

- a. Suitable accommodation for its staff/labour/workers.
- b. Drinking water, medicines and medical aid for the staff/ labour/workers at the mine, at the working site and at their residences.
- c. Safety and discipline of the labour/workers/staff employed by it.
- d. Providing helmets, safety boots, ear muffs, dust masks, safety goggles, safety belts and other protective equipments as may be/are required under the law and as may be directed by the Company from time to time, to the labourers/workers/staff deployed by it.

The Company shall not in any manner be responsible for any or part of the above obligations of the Tenderer. If any expenditure is incurred by the

Company on the above items that will be recovered from the Tenderer's bills/security deposit.

4.9 LIABILITIES IN RESPECT OF TENDERER'S MACHINERY ETC.

- i. The Tenderer shall be responsible for maintaining and operating the trucks deployed by it for the contracted work in such a way that the trucks operate at full capacity and with due regards to safety and ensures compliance of the provisions of the Coal Mines Regulation 2017.
- ii. The Tenderer shall bear all costs, expenses etc. that may be incurred on purchase, maintenance, overhauling, running and operating the trucks.
- iii. Any shortfall in performance on account of defects in trucks, or otherwise, will be the responsibility of the Tenderer who shall be liable to pay the penalty and risk & cost money in accordance with tender provision hereinabove; and such other penal action as the Company may take under the other terms and conditions of the Contract.
- iv. If the trucks/equipments deployed by the Tenderer cause any accident or cause injury or death to any person working in the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the Tenderer to bear all sort of compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, loses etc. occasioned on account of such accident/injury/damage.
- v. The Tenderer shall have to maintain its trucks in a proper state of repair so as to minimize the risk of accident/fire. Any directions given by the Company with a view to enhancing the safety of the persons working on or near the trucks or to minimize chances of fire, shall have to be implemented by the tenderer promptly; failing which the Company may stop operation of such trucks till these instructions are carried-out.
- vi. Every vehicle viz. dumper, tipper, truck etc. deployed for the contracted work by the Tenderer shall be fitted with an audio-visual alarm which shall given continuous audio-visual warning during the period the vehicle is operated in reverse gear. Company shall not allow entry and operation of any vehicle in the mines which is not fitted with such an audio-visual alarm in proper working order.

4.10 ROUTINE CO-ORDINATION

The Tenderer shall intimate to the Unit Incharge / Concerned Mines Manager of the Company, the name of one or more representative/s authorized to act on his behalf for day to day working under the contract. It shall be the duty of those representative/s to call on at the office of Unit/Project concerned of the Company every day and generally to remain in touch with that office to obtain instructions about their working. The Tenderer shall ensure that such instructions are duly complied with.

4.11 RECORDS, REGISTERS ETC.

The Tenderer shall have to ensure that its supervisory staff maintains all records, registers, details etc. as required by the Company and/or under the various Act, Enactments, Statutes, Rules, Regulations etc.; as applicable to this contract and make available to same to the Company and/or its authorized representative at such place and time as may be directed.

4.12 STATUTORY OBLIGATIONS

- i. The Tenderer shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM etc. during the period of this contract. The Tenderer shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- ii. The Tenderer, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, Statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines and/or working thereof during the period of this contract. If due to failure of the Tenderer to comply with any or all his obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the Company, then the Tenderer shall be liable to meet and pay such liability and all cost, expenses, charges, risks etc., shall be recovered immediately from the bills/security money etc. of the Tenderer. Non-compliance of this Clause by the Tenderer will also constitute a breach of Tender Document on the part of the Tenderer.

4.13 TERMINATION OF THE CONTRACT

- i. This contract unless extended by the Company shall be valid only for the period specified in tender and shall be effective from the date of issue of the work order. During the validity period of this contract, including the period as may be extended by the Company from time to time; the Contract may be terminated by the Company in following cases:
- ii. If the Tenderer fails to commence the work within two weeks from the date of issue of the work order, in such an eventuality, the Contract shall be terminated without issuance of a notice and the security deposited with the Company shall be forfeited.
- iii. If these operations or any of the connected operations are prohibited/stopped by any legislation, tribunal, court award or an Tender Document or as a result of cancellation of the working rights/lease of the Company or uneconomical mining or lack of mineral deposits or by the DGMS on any account, it is mutually agreed that the Tenderer shall not claim any damages etc., whatsoever in the event of action taken by the Company under this sub-clause. No prior notice shall be necessary for termination of the contract under this sub-clause except in the case of termination on the ground of non-availability of sale orders to the Company at any point of time during the contract period for which on month's notice shall be served.
- iv. The Company shall have the right to review the performance of work done by the Tenderer from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the Company, besides recovery of penalty for shortfall

quantity, shall have the right to terminate the contract after giving one month notice and forfeit the security money without prejudice to any other rights of the Company to claim damages, cost, losses, expenses, charges etc. as may be attributed on account of the poor performance of the Tenderer.

- v. If the Tenderer stops the work for a period exceeding ten days at a stretch, it shall be treated as breach of the contract and the Company shall be entitled to terminate the contract after giving 15 day's notice in writing to the Tenderer. In such a case, the Company shall also be entitled to claim damages in addition to getting the work done by other agency at the cost and risk of the Tenderer.
- vi. On occurrence of three defaults in a year in making payment to the workers/labours/staff etc. by due date as per clause 7.3 of Section-IV, the Contract may be terminated by the Company without giving any notice to the Tenderer and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the Company to recover such or any other dues from the Tenderer either from its security and/or such other manner as may be deemed fit by the Company.
- vii. In the event of the Tenderer having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors, the Company may in its absolute discretion terminate the contract forthwith without prejudice to take any other action under the contract and to get the work done for the unexpired portion of the contract from any other agency at the risk and cost of the Tenderer and recover the losses thereof, from the Tenderer.
- viii. When the Tenderer has refused to perform or disabled itself from performing its promise, the Company may put an end to the contract by giving one month notice to the Tenderer in writing besides forfeiting the security deposit. IN addition to this, the Company shall be entitled to take such other action as it may deem fit against the Tenderer to recover the dues, cost, charges, compensation etc. arising from the part of the contract done by the Tenderer.
- ix. The Tenderer shall transport the particular material as specified after taking prior permission in writing from the Mines Manager of the Company or his authorized representative. In case any wrong material is transported to the wrong consignee or destination, the Tenderer shall be responsible for any loss caused to the Company and he shall have to bear all such losses, including the cost of material, freight charges and any other claim.
- x. In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
- xi. The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

- xii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving Fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

4.14 INTERPRETATION, AMENDMENT, MODIFICATION OF THE TERMS OF THE CONTRACT

Only an authorized officer of the Head Office of the Company shall be competent to interpret, amend or modify any of the terms and conditions of this contract from the side of the Company.

4.15 NOTICE & COMMUNICATIONS

Any notice and all communications required to be given or sent to the Tenderer under the terms of this contract will be considered as duly given if the same have been delivered to the Tenderer under receipt or dispatched by registered A.A. post, addressed to him at his above given address.

4.16 FORCE MAJEURE

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

4.17 DISPUTE & JURISDICTION

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. No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The tenderer shall not stop or abandon the work due to and during the pendency of such disputes or differences.

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Supply and Annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature of Tenderer with official stamp

Place:

Date:

SECTION- V

SPECIAL TERMS & CONDITIONS OF TRANSPORTATION WORK (SCC)

5.0 APPLICABILITY

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

5.1 INTRODUCTION

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

5.2 LOCATION AND ACCESSIBILITY OF SITE:

Company is operating two numbers of mines namely Giral Lignite Mines & Sonari Lignite Mines in the district Barmer (Rajasthan). These mines are situated on Barmer-Jaisalmer highway Road at a distance of about 50 kms respectively from Barmer and about 15 kms and 20 kms respectively from Jaisalmer Highway NH-25.

5.3 PERIOD OF CONTRACT AND QUANTITY :-

The period of contract shall be of 2 years from the date of issuance of authorization. The contract period can be extended further as per the provision of RTPP Act on the same rates, terms and conditions and at the sole discretion of Company (RSMML).

The total estimated quantity for transportation shall be 4.00 Lac MT per annum each from Giral and Sonari Mines i.e.in total upto 8.00 Lac MT/ per annum.

5.4 PREQUALIFICATION CRITERIA:

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

- i) Tenderer should have minimum turnover of Rs. 100.00 crores from transportation business in any one of the preceding three financial years i.e. 2017-18, 2018-19 & 2019-20 in the name of tenderer.
- ii) Tenderer should have an experience of minimum 10 years in the work of material/ Goods/mineral transportation.
- iii) Tenderer should have minimum forty (40) number of trucks/dumper/trailer having model of year 2017 or later registered in the name of the Tenderer.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors "," information about DSC", FAQs & the bidder manual kid " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on sppp.raj.nic.in for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process
Cont-11(20-21) Tender for Authorization of transporters from Giral & Sonari Mines. 25 of 44

subject to submission of required cost of tender document, e-Tendering processing fee, EMD etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

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

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

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

Tenderer(es) who have been banned/ suspended by the company or any government 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. The Company reserves the right to accept or reject/cancel any or all offers without assigning any reason whatsoever. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer.

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 Delivery and transportation of lignite:

- i. The loading of ROM lignite into the Tenderer's trucks shall be done by the Company. The unloading of ROM lignite from the Tenderer's trucks at destination point will be done by the lignite consumer. The Tenderer shall obtain proper receipt of lignite from the lignite consumer at destination point and submit them on fortnightly basis to the Company failing which the Company will recover the cost of lignite from the Tenderer.
- ii. The authorized transporters shall deploy vehicles of model of year 2017 or later for the purpose of transportation of lignite.
- iii. The Tenderer will have to transport ROM lignite from the pits/loading point/stock yard of Company's Giral & Sonari Lignite Mines to various destinations in the state of Rajasthan and other States of India as per description of work. This list is only

indicative not exhaustive. The Tenderer will have to transport ROM lignite to all destinations as may be required by the lignite Buyers from time to time.

- iv. The Tenderer will have to transport Lignite over Kuchcha/WBM approach road to brick kilns etc. upto a distance of 15 (Fifteen) kilometers.
- v. It is not necessary that all the Lignite will be transported from Giral/Sonari Mines upto the actual consuming centres through the authorized tenderer. Instead, authorized tenderer could also be required to transport any quantity of lignite only upto a point enroute, for subsequent trans-shipment at such point at the discretion of Lignite buyers.

5.6 WEIGHMENT OF MATERIAL:

- i. Every truck shall be weighed at the Company's weighbridge at mines (i.e. it shall be weighed empty as well as loaded) and no weighment charges shall be recovered by the Company. The truck shall again be weighed at a weighbridge nearest to the destination point and weighment charges shall be borne by the Tenderer. The difference between weight of lignite as recorded at mine's weighbridge and as recorded at destination weighbridge should not be more than 200 Kg. in each truck. In case the difference is more than 200 Kg. in any truck then the authorized transporter will be liable to compensate for such difference in weight of lignite at the prevailing selling rates of the Company to the buyer. Further the authorized transporter shall be eligible to receive freight charges on actual weight transported and received by buyer of lignite.
- ii. In case the Company weighbridge at the mines is out of order then weighment of lignite transported from the mines shall be done at nearest enroute weighbridges to be notified by the Company and in such case weighment charges shall be borne by the Tenderer.

5.7 DISTANCE OF UNLOADING POINT :

The lignite will have to be transported upto various consuming establishments like brick kilns and other industrial units located near various stations. In case the unloading point is located upto 15 km. from the nearest stations, then the remuneration (freight) to the Tenderer shall be paid only upto nearest station ignoring the additional / less distance. In case the unloading point is more than 15 km. away from the nearest station then actual distance of unloading point shall be considered for the purpose of payment of remuneration (freight) to the Tenderer.

5.8 PAYMENT OF REMUNERATION:

- i) The Tenderer's remuneration (freight) shall be paid by the lignite consumer at the destination point after unloading of the lignite. In case the remuneration (freight) is not paid at the destination by the lignite consumer, then the Tenderer may lodge his claim for unpaid remuneration (freight) with the Company's Barmer office within a period of 15 days of the dispatch of lignite from the Giral/Sonari Lignite Mines, alongwith the original material receipt in support of the amount of unpaid freight in such cases Company shall pay the unpaid remuneration (freight) to the Tenderer after recovering the same from the buyer.

- ii) The payment of remuneration (freight) to the Tenderer shall be made on the basis of weight of lignite as recorded at mines weighbridge or as recorded at destination weighbridge empanelled/authorized with Department of Mines & Geology, whichever is less subject to Clause- (i) hereinabove.
- iii) Transit permit charges and other local levies will be borne by the Tenderer. Toll taxes/ Statutory levies paid at enroute if any will be paid by the Lignite buyer/ consumer alongwith the freight on actual basis.

5.9 Indemnification from third party claim

The successful bidder / authorized transporter shall at all the times indemnify the company from any claim raised by third party / any agency hired by the authorized transporter for transportation of lignite. The company shall not entertain any such disputes so arises / claims on this account for whatsoever nature.

5.10 REVIEW OF PERFORMANCE AND REMEDIAL MEASURES:

- i. The Company shall review the performance of the Tenderer during first three months and in case the Company finds the performance of the Tenderer to be unsatisfactory, after such review, then this contract may be terminated by the Company after giving a notice of 30 days in writing.
- ii. Notwithstanding the provisions of sub-clause above the Company reserves the rights to engage other tenderers in case the Tenderer is not able to transport such quantities, to such destinations and within such time, as may be directed by the Company from time to time.
- iii. The Company also reserves the right to engage additional Tenderer for the same job if considered expedient by the Company.

5.11 GENERAL DISCIPLINE AND ORDER:

- i. Only the truck drivers shall be allowed entry into the mines alongwith the trucks. No other person like helper etc. shall be allowed to enter the mines along with the trucks sent by the Tenderer.
- ii. It will be ensured by the Tenderer that all persons (including the truck drivers) entering the mines on its behalf are wearing helmets and steel toe boots. These safety wears shall be procured by the Tenderer at its own cost. The Company shall refuse entry to any person who is not wearing proper safety wear.
- iii. The Company shall have a right to check and verify the documents like Driving Licence of truck drivers, Insurance of Driver and Truck, Registration Certificate of Trucks etc. The Company shall also be entitled to check brakes, horn, lights and general fitness of any truck sent by the Tenderer. The Company may refuse entry to any truck and/ or its driver not having proper documents or whose brakes or horns or lights are not in proper working condition or whose fitness is otherwise suspect in the opinion of the Company's Mines Manager.
- iv. The Tenderer shall be responsible to ensure that the truck drivers maintain proper discipline and order while within the mines premises and obey all orders and instructions of the mines staff. If necessary, he will deploy his own staff for the purpose. Acts of indiscipline and/ or disorderly behaviors on the part of the

Tenderer's truck operators or other persons shall be sufficient cause for the Company to terminate the contract without any notice.

- v. The trucks sent by the Tenderer shall not load lignite in quantity more than the capacity mentioned in registration certificate (RC) of truck. The Tenderer shall ensure that the trucks drivers do not insist on overloading of their trucks.
- vi. Notwithstanding anything contained above the Company shall have a right to blacklist any truck(s) and/ or truck driver(s) if they are found to be involved in any act of indiscipline or disorderly behavior or any other act prejudicial to the interest of the Company or the lignite consumers.

5.12 PAYMENT

The Tenderer will be eligible to receive its remuneration in respect of the complete work done by it as per agreed rates of the tender document.

5.13 ESCALATION/DE-ESCALATION

- i. For transportation work, the consumption of diesel per MT of minerals transported shall be taken as. The Contractor has to make its own arrangements for Diesel & lubricants procurement. The rates quoted by the tenderer and finally accepted by the company shall remain firm & fix for the period of this contract. Only variation on account of change in the price of diesel (HSD) will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The price variation on account of change in diesel price for the work will be computed based on notional consumption of diesel (HSD) per MT/per KM.
- ii. The consumption norms of diesel of 0.02 ltr/ KM/MT shall be taken to execute the work as per tendered scope of work and to work out the effect of change in diesel rate. The Escalation/De-escalation of rates shall be admissible for one side distance only.
- iii. For the purpose of computing the Escalation/De-escalation of Diesel, the present prevailing retail **price of diesel (IOCL/BPCL/HPCL)** as on dated 07.12.2020 is Rs. 84.56/ 84.47/84.53 per ltr., for **IOCL/BPCL/HPCL** respectively, inclusive of all taxes and duties shall form the basis. The said rate of Diesel shall be the frozen rate and computation of Escalation/de-escalation shall always be made on this frozen rate.
- iv. No other escalation on any other ground shall be payable to the contractor except as mentioned in the tender document.

5.14 WORK SCHEDULE

The Tenderer shall have to abide by monthly schedule of work as provided by the buyer of lignite which shall be notified by the buyer 7 (Seven) days in advance. The quantity of work may be varied as per the requirement of the buyers/company.

5.15 PENALTIES & LIQUIDATED DAMAGES

- a. Failure of the Tenderer to perform the work as per schedule given by the buyer shall make him liable for imposition of penalty as under:
 - i. In case of denial or inability to transport the lignite to the destination specified by the buyer in writing to the authorized transporter within a period of 7 days for the reasons solely attributable to the authorized transporter then, the penalty @ 10 % of actual freight computed on the basis of accepted rate, quantity of transportation and destination distance shall be recovered from the security deposit of the authorized transporter.
 - ii. Compensation for shortfall in transported quantity beyond the permissible limit: The difference between weight of lignite as recorded at mine's

weighbridge and as recorded at destination weighbridge should not be more than 200 Kg. in each truck. In case the difference is more than 200 Kg. in any truck then the authorized transporter will be liable to compensate for such difference in weight of lignite at the prevailing selling rates of the Company to the buyer. Further the authorized transporter shall be eligible to receive freight charges on actual weight transported and received by buyer of lignite.

UNDERTAKING

I/We have carefully gone through and fully understood all the above general terms and conditions of this tender and these are acceptable to me/us.

For and on behalf of the Tenderer
(Authorised Signatory)
(Name of Signatory)

(GOODS VEHICLE FLEET AVAILABLE AT THE FIRM)**The details of fleet**

<u>S.No.</u>	<u>Truck/Dumper/Trailer no.</u>	<u>Chasis No.</u>	<u>Capacity (MT)</u>	<u>Permit within Rajasthan/All India Permit</u>	<u>Driving Licensee</u>

DETAILS OF PAST EXPERIENCE**ORDERS EXECUTED**

Sl. No.	Firm Name & Address	Order no. & Date & volume of transportation	Quantity Supplied with value in Rs.
1.			
2.			
3.			
4.			
5.			

ORDERS IN HAND

Sl. No.	Firm Name & Address	Order no. & Date & volume of transportation	Quantity Supplied with value in Rs.
1.			
2.			
3.			
4.			
5.			

Signature of Tenderer with official stamps

Place :

Date :

GENERAL INFORMATION ABOUT THE TENDERER

1	Name & address of the tenderer with telephone No., Fax No., e-mail address etc.	a) Office b) Workshop
2	Date of establishment.	
3	Whether Proprietor/Partnership/ Company	
4	Name of owner/partners Directors with full address.	
5	Details of infrastructure facilities to meet the requirement.	
6	Annual turnovers in rupees for last three years.	
7	Name & address of the banker	
8	Are you exempted from paying G.S.T.	
9	Any other important information related to the tender requirement.	
10	Registration under MSMED Act 2006.	
11	PAN NO.	
12	G.S.T. No.	
13	Goods Vehicle Fleet	

Signature of tenderer with official stamp

Date:

Place:

EXCEPTIONS AND DEVIATIONS

Name of Tenderer _____

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

Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition / deviation

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering / putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of tenderer with official stamp

Date:

Place:

AFFIDAVIT (Undertaking)
(on non-judicial stamp paper worth Rs.50/-)
(Part-I)

Tender No. E-TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/20-21 dated 07.12.2020

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 RSMM 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 organisation/department."
- (3) I / We declare that I/We have not mentioned any exception /deviation of the tender conditions anywhere else in our offer &
- (4) I / We declare that price bid is in prescribed & 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 & the registration number of the firm is..... (Copy enclosed).

Or

That we are not registered under MSMED act.

- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (8) I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us."

Signature of Tenderer(s)

With Seal

Date: -----

Place: -----

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

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

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

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

Deponent
(Authorised Signatory)

VERIFICATION

I /We the above 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
(Authorised Signatory)

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

CHECK LIST

(While submitting the tender, each column should be filled by the tenderer. In case, any column does not relevant, it should be mentioned as 'not applicable')

Sl No.	Particulars	Agreed / Provided	Deviation in case of not agreed
1	Tender document fee		
2	Earnest Money Deposit as per clause.....		
3	One complete tender set duly signed & sealed as token of acceptance		
4	Validity 120 days		
5	Specifications as mentioned in the tender document (ANNEXURE-I)		
6	PO Copies of previous supplies for similar item		
7	Authorization Certificate as a transport firm		
8	GSTIN No.		
9	IT PAN No.		
10	Undertaking that no condition is mentioned in the Price Bid		
11	Declaration that tenderer have not been banned/suspended.		
12	Acceptance to Security Deposit		
13	Acceptance to Payment Terms		
14	Compensation for delayed delivery		
15	Confirmation to suitability and conformity		
16	Acceptance to specification & scope of work		
17	Acceptance to termination clause		
18	Determination of lowest bidder.		
19	Acceptance to force majeure clause		
20	Acceptance to jurisdiction clause		
21	Duly filled up Annexure I, II, III, IV, V, VI		
22	Any Other Information (Give Details)		

Signature of Tenderer with official stamps

Place :

Date :

PRICE BID FORM (BOQ)**(Part-II)****(To be submitted online in the prescribed format)****(To be submitted online only in the prescribed BOQ format available for downloading on <https://eproc.rajasthan.gov.in>)****Performa of PRICE BID'****Ref: E-TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/20-21 dated 07.12.2020****This part of tender should contain the 'PRICE BID' and SHOULD BE SUBMITTED ONLINE ONLY, STRICTLY IN PROFORMA OF BOQ: -**

Name of Tenderer:-.....

Sl No.	DESCRIPTION	Total tendered Qty	Fixed Rate Rs....per MT/per K.M.	Total
1	Transportation of ROM Lignite from the pits/loading point/stockyard of Company's Giral/Sonari Lignite Mines, District Barmer to various destinations in Rajasthan and Other State Of India states for distance upto 200KM (Average distance of mines to destination will be 150 KM (one side) for the purpose of determination of lowest bidder)	1,60,000 MT	Price should be quoted in Rs per MT/per Kilo Meter in the BOQ online.	
2	Transportation of ROM Lignite from the pits/loading point/stockyard of Company's Giral/Sonari Lignite Mines, District Barmer to various destinations in Rajasthan and Other State Of India states for distance more than 200KM (Average distance of mines to destination will be 400 KM (one side) for the purpose of determination of lowest bidder)	14,40,000 MT		
3	Total amount			

NOTE:

- Quantities can not be predicted exactly. However, approx., quantities have been indicated for determination of lowest bidder.
- The rate quoted will be inclusive of all taxes, duties, levies etc but exclusive of Goods & Service Tax.
- The rates will remain firm & fixed except on account of escalation/de-escalation due to change in diesel rate & variation in statutory taxes & duties..

Dated: -----

Place: -----

Signature of tenderer/s



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Annexure A: 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 subtenderer, 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.

* * * * *



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Annexure B: 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:



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Annexure C: Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –

Managing Director,
RSMM Limited,
4-Meera Marg, Udaipur (Raj.)

The designation and address of the Second Appellate Authority is –

Mines Department,
Government of Rajasthan,
Jaipur (Raj.)

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procumbent;
- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the

- facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

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

Place

Date

Appellant's Signature



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Annexure D : 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) 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.
- (ii) 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 Tenderer 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 tenderer.

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