



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

**e-TENDER DOCUMENT  
FOR**

**“ Operation and Maintenance of Departmental HGO Crushing Plant( Capacity 130 TPH, for the Production of (-)12mm Rock Phosphate Chips, With Manpower, all Type of Spares/Consumables Including Feeding by Combination of Loader, Tippers and other Miscellaneous Works at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)”**

**e-TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021**

**Issued by**

**GGM (Contracts)**

**Corporate Office, 4 – Meera Marg, UDAIPUR – 313001**

**Cost of Non Transferable Tender Document : Rs. 4720/- (inclusive of GST)**

**Date of Downloading of Tender: From 07.10.2021 To 10.11.2021 till 1.00 PM**

**Date of Pre-bid Meeting : 20.10.2021 at 11:00 AM at RSMML's**

**Corporate Office, Udaipur, Rajasthan -313001**

**Last Date of Submission of Online Tender: 10.11.2021 up to 3:00 PM**

**Date of Opening of Techno-Commercial Part (Part I): 11.11.2021 at 3.30 PM**

**Registered Office:**

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

**Corporate Office:**

4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2428763-67,  
Fax :0294- 2428768,2428739

**SBU & PC - Rock Phosphate,**

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



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

Email:- contractsco.rsmml@rajasthan.gov.in



**Ref. no :-RSMM/CO/GGM(Cont)/Cont-11/2021-22**

**Dated: 07.10.2021**

## DETAILED e-NOTICE INVITING TENDER

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

Brief Description	Total Contract Quantity	Contract Period	Bid Security/ EMD in Rs.
Operation and Maintenance of Departmental HGO Crushing Plant (Rated Capacity 130 TPH), for the production of (-)12 mm Rock Phosphate Chips, with Manpower, all Type of Spares/Consumables Including Feeding of Ore into Hopper by Combination of Loaders& Dumpers and other Miscellaneous Works at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)	20.475 Lakh MT	Five Years	Rs. 30.76 lakh in the form of bid security declaration
Cost of tender document is Rs. 4720/- (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.		
Date of Pre-bid Meeting	On 20.10.2021 at 11:00 AM at RSMML's Corporate Office, Udaipur, Rajasthan -313001		
Period of downloading of documents	From 07.10.2021 to 10.11.2021 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 10.11.2021 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 11.11.2021 at 3.30 pm at C. O. Udaipur		

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

### Pre-qualification criteria:-

- The tenderer should have minimum turnover of Rs 3.85 Cores in any one of the immediate four preceding financial year i.e. 2017-18, 2018-19, 2019-20 & 2020-21.

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

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

on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

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

The tenderer should submit duly attested copies of audited balance sheet in support of turnover. The tender shall be per-qualified based on documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company/partnership firms & JV (in vogue prior to issuance of tender) turnover of the tenderer shall only be considered.

Joint Ventures (JV)/Consortium/SPV/partnership firms(to be formed) are also allowed to participate in this tender subject to the condition that Joint Ventures (JV)/Consortium/SPV/partnership firm (to be formed) members would be responsible jointly and/or severally for execution of the contract and other responsibilities & liabilities arising under this contract. Further, in such cases, the cumulative turnover of members of Joint Ventures (JV)/Consortium/SPV/partnership firm (to be formed) shall only be considered in ascertaining eligibility of tenderer. .

In case of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed), the members of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed) shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed) during the bidding process. In the event, the bid of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed) is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

The bidder shall not be a close relative of any employee of the company( close relative means- Father,Mother,Brother,Sister,Son,Daughter and Spouse) nor any such close relatives are associated with the Bidders as Proprietor/Partner/Share Holder/Director and the Bidders shall furnish a Declaration to this effect in writing.

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

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

The relaxation in bid-security amount shall only be applicable as per the RTPP Act/rules for MSMED registered industries of Rajasthan having subject tender work mentioned in their registration.

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

#### **Group General Manager (Contracts)**

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

**SECTION-II**  
**DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE CONTRACTOR**

**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 **"DGM"** shall mean the Dy. General Manager (Mech.-HEMM).
- 2.1.2 **"Alteration/Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 2.1.3 **"Approved"** shall mean approval in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 2.1.4 **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.5 **"RSMML" or "COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 2.1.6 **"Contract Document"** shall mean collectively tender documents, letter of Acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.
- 2.1.7 **"Contractor"** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 2.1.8 **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work.
- 2.1.9 **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 2.1.10 **"Contract Rate" or "Schedule Rate" or "Tendered Rates" or "Rate of Remuneration"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations as per terms of the contract.
- 2.1.11 **"Contract period"** shall be reckoned from the date of issue of letter of Acceptance (LOA/detailed Letter of Acceptance (DLOA)).
- 2.1.12 **"Departmental HGO Crushing Plant" or "Crusher/Plant"** shall mean Company owned HGO crushing & screening plant at Jhamarkotra Mines of RSMML and used for production of various crushed products of different grades & specifications.
- 2.1.13 **"Officer-In-Charge" or "Engineer-In-Charge"** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2.1.14 **"Managing Director/Management"** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.15 **"Head of the SBU & PC- Rock Phosphate" or "Group General Manager" or "GGM (Phos)"** shall mean Group General Manager for the SBU & PC – Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 2.1.16 **Group General Manager (contract)"** shall mean the Group General Manager (Contract) of RSMML or his successor office.

- 2.1.17 “**Mines Manager**” shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.
- 2.1.18 “**Mines**” shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 2.1.19 “**Letter of acceptance (LOA)**” or “**Detailed Letter of Acceptance (DLOA)**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex.
- 2.1.20 “**Notice**” or “**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.
- 2.1.21 “**HGO**” shall mean High Grade Rock Phosphate Ore.
- 2.1.22 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2.1.23 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 2.1.24 “**Tonne**” or “**Metric Ton**” or “**MT**” shall mean metric tonne (1000 Kilograms).

## 2.2 **INTERPRETATIONS:**

Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

- 2.2.1 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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 Cont-11(21-22) TD for O&M of HGO plant at Jhamarkotra Mines Udaipur.

the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

- 2.2.7 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.
- 2.2.8 No verbal agreement or inference from conversation with any officer or employee of the Company either before & during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.9 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.
- 2.2.10 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-3**  
**GENERAL INSTRUCTIONS TO TENDERERS**

**3.1 Instructions to the Tenderer & General Conditions**

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per Form-2&Form-3 of tender document should be kept in a sealed envelope addressed to General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission date of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy himself in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the 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 Contractor from executing the work

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

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

### **3.2 Tender Procedure**

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

### **3.3 Tender Document Fee**

The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

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

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/-



should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313004 on or before the date and time of submission of the Tender.

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

### 3.5 **ONE BID PER TENDERER**

Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

### 3.6 **COST OF BIDDING**

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

### 3.7 **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.

- 3.8 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.10 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.11 The Company takes no responsibility for delay, loss or non-receipt tender fees & other documents as required sent through post/courier service.

### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- 3.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending

tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.

3.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

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

3.15 **ADDENDA/CORRIGENDA**

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

3.16 **CURRENCIES OF THE BID AND PAYMENT**

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

3.17 **SUBMISSION OF TENDERS**

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

- (a) Earnest Money Deposit as per NIT.
- (b) Power of Attorney in favour of the authorised representative signing the tender.
- (c) Certificate of Incorporation/Memorandum of Association & Article of Association /Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be.
- (d) Copy of PAN & GST registration number
- (e) Copy of the audited Balance Sheet, duly certified by Chartered Accountant/Audited, of preceding four financial years as per NIT.
- (f) Provident Fund Account Number of establishment and its effective date/undertaking as per tender format.
- (g) Undertaking that no condition is mentioned in Part II ‘Price Bid’ 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.
- (h) “Exceptions & Deviations statement” to be submitted by the tenderer in **Form -3**.
- (i) Provident Fund Account Number of establishment and its effective date or undertaking as per tender format.
- (j) Undertaking/affidavit as per annexure 10 &13 given in tender document.

3.18 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 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.

### **3.19 PART-II Price Bid' (BOQ)**

- (a)** The 'Price Bid' shall be submitted online in the prescribed format available on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The tenderer is to quote the rate online in the prescribed BOQ only failing which the bid will be rejected. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at **Form-4** for quoting the price offer. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ, the Bids will be summarily rejected
- (b)** The rates are to be quoted in Rupees as per the BOQ 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 of the tender document.

### **3.20 DEADLINE FOR SUBMISSION OF BIDS**

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

### **3.21 LATE BIDS**

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

### **3.22 OPENING OF THE TENDER**

The Techno-Commercial Bid of the offer will be opened as per NIT.

If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

### **3.23 EXCEPTIONS AND DEVIATION**

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

### **3.24 BID SECURITY**

The tenderer must furnish the bid securing declaration of Rs.30.76 lakhs in place of bid security as per annexure -14 of tender document on appropriate value of judicial stamp paper duly notarized failing which the bid is liable to be rejected.

### 3.25 **VALIDITY**

Tender submitted by tenderer shall remain valid for acceptance for a period 180 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 180 days is liable to be rejected. The tenderer on its own shall not during the said period of 180days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

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

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

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

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

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

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

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

The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

3.29 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.

3.30 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.

3.31 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

### 3.32 **NEGOTIATION**

- 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.

### 3.33 **CORRECTION OF ERRORS**

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 totalling 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.

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.

### 3.34 **Interference with procurement process**

In case the bidder:

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

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

### 3.35 **PROCESS TO BE CONFIDENTIAL**

Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

- 3.36 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable for rejection of his offer and also action under RTPP Act including his debarment from participating in RSMML tenders.

**3.37 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance/ Detailed letter of Acceptance”) will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called “the Contract Price”).

3.38 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

**3.39 SIGNING OF THE CONTRACT AGREEMENT**

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

3.40 **The contract agreement shall consist of –**

- i) An agreement on non-judicial stamp paper of appropriate value,
- ii) Tender document, along with the addenda/corrigendum, if any.
- iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- iv) Agreed Variation, if any,
- v) Any other document as mutually agreed.

**3.41 RIGHTS OF COMPANY**

The Company reserves the right –

- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) to increase/decrease the quantity and period of contract, without any additional obligation on it.
- iv) not to carry out any part of work.
- v) to reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

3.42 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.

**3.43 REFUSAL / FAILURE**

In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor’s calculated and 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-4

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INTERPRETATION OF CONTRACT DOCUMENT:

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

#### SECURITY DEPOSIT (SD):

- 4.4 The rates of security deposit as per the prevailing terms and condition of the Company are @ 10% of total contract value. However the reduced performance security @ 3% of the total contract value is being solicited in compliance of the notification dated 18.12.2020 issued by finance department Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.12.2021. In case, The Govt. of Rajasthan either revises the rates of security deposit cum performance guarantee later at any date or does not extend the validity/ applicability of providing the benefits of reduced security deposit , the successful bidder would be bound to deposit the deferential amount toward performance security either through any options as specified below , within a period of 30 days of the demand raised by the Company. In case of non-payment of deferential amount in the stipulated amount the company may recover the same from due payment to contractor and/or take penal action as per provision of tender.
- 4.5 The total contract value will be calculated on the basis of contract rate of remuneration payable to the contractor & tendered quantity for the total period of the contractor.
- 4.6 The tenderer shall furnish Security deposit through Banker's cheque/demand draft/ Bank Guarantee (B.G.) in favour of the Rajasthan State Mines & Minerals Limited, Udaipur within 45 days of the issuance of DLOA. The Bank Guarantee shall be provided in the approved format of the company issued by all public sector banks (except SBI), ICICI Bank, HDFC Bank & Axis Bank having its branch at Udaipur on non-judicial stamp paper of appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. Initially the BG shall be valid at least for a period of 03years; thereafter the contractor shall renew in advance before expiry of BG during entire contract period including extension plus grace period of 6 months failing which BG will be invoked by the Company. In case of invoking the BG, the amount shall have to be paid by the Bank having its branch at Udaipur.
- 4.7 The tenderer may also opt to furnish Bank Guarantee (B.G.) as above/ DD/Banker's cheque amounting to 1.5% of the value of contract within 45 days of the issuance of DLOA. The BG shall be valid for total contract period plus grace period of 6(six) months beyond the Contract period. In such option, balance security deposit of 1.5 % of contract value will be deducted from the running bills of the contractor during the contractual period in equal installments.
- 4.8 Security deposit may also be furnished in any of the following forms-

- a) Fixed Deposit Receipt (FDR) equivalent to 3% of Total contract value issued from any Public sector bank (except SBI)/ICICI/ Axis /HDFC Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the contractor. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
  - b) The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from his each running bill @3% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
- 4.9 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered. "No claim and No dues Certificate" to the Company.
- 4.10 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case of premature termination of the contract due to default of the contractor, the Security Deposit will be forfeited and the Company will be at liberty to recover in addition the loss, if any suffered by it from the Contractor.
- 4.11 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.12 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.13 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.14 In case the Bank Guarantee is invoked for any reason/s, the Contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 07 (Seven) days from the date of invoking of original Bank Guarantee.
- 4.15 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than



the amount so specified. The Company may recover the same by way of additional deductions from bills.

4.16 No interest is payable on S.D. amount.

4.17 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security amount will be progressively recovered from the payment due to the contractor.

**PROVIDENT FUND:**

4.18 Contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employee Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

4.19 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.

4.20 The tenderer who are not coming under the preview of EPF&MP Act but are required to deposit the PF due to applicability of the Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF trust of RSMML along with 1.10% administrative charges. An affidavit (as per Form-11) for this purpose will be furnished on a stamp paper of appropriate value with the Techno-Commercial (Part-I) of the offer.

4.21 However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

4.22 Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF. which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

4.23 Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from contractor through the EPFO website.

**SUB-LETTING OF WORK:**

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

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

- 4.25 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc; to his employees and labour as per the statutory requirements as in force or may be applicable from time to time during the currency of the contract. The contractor's employees should be paid their wages/remuneration through bank transfer and proof thereof shall be attached with each RA bill.
- 4.26 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.

**INSURANCE:**

- 4.27 Under the insurance scheme the contractor shall be required to get comprehensive Workmen Compensation insurance plan, Universal Health Insurance policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. The management on this account shall reimburse no amount.

**STATUTORY OBLIGATIONS:**

- 4.28 The contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. applicable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer- employee relationship and the contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agree at his cost defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mine Safety /IBM etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

**WAIVER AND LIABILITY TO PAY COMPENSATION:**

- 4.29 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default be the Contractor, the contractor shall be liable to pay compensation amount to the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the contractor for past and future compensation shall remain unaffected.

4.30 In the event the company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

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

**NO CLAIM, IF WORK IS ABANDONES OR POSTPONED:**

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

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

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

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

#### **CONTRACTOR'S OFFICE AT SITE:**

- 4.35 The Contractor shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and / or other communications etc. on its behalf from the Company.

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

- 4.36 The Contractor and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- 4.37 The Contractor shall be responsible for the safety and discipline of his employees in all face of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.38 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.39 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.
- 4.40 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with the contractor.

#### **DAMAGE TO PROPERTY:**

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

#### **POWER OF ENTRY:**

- 4.42 During execution of Contract, if in the opinion of Engineer-In charge, it is found that:
- i. Contractor has failed to execute the Contract in conformity with contract document or

- ii. Contractor has substantially suspended work or the works for a continuous period of 03 days without permission from the engineer In charge, or
- iii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
- iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
- v. Contractor has abandoned the work; or
- vi. Contractor during the continuance of the contract has becomes bankrupt,

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

**COMPANY MAY DO PART OF WORK:**

- 4.43 Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor.
- 4.44 In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and material etc plus 10% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

**POWER TO ORDER SUSPENSION OF WORK:**

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

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

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

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

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

- i) The Contract Labour (Abolition & Regulations) Act, 1970
- ii) The Payment of Wages Act, 1936
- iii) The Employee's Provident Fund Act, 1952
- iv) The Employees' Provident Fund Scheme, 1952
- v) The Maternity Benefit Act, 1961
- vi) The Payment of Bonus Act, 1965
- vii) The Mines Act, 1952
- viii) The Payment of Workmen's Compensation Act, 1923
- ix) The Minimum Wages Act, 1948
- x) The Payment of Gratuity Act, 1972
- xi) The Forest Conservation Act, 1980
- xii) The Air & Water Pollution Act
- xiii) The Metalliferous Mines Regulations, 1961
- xiv) The Mines Vocational Training Rules, 1966
- xv) The Mines & Minerals (Regulation & Development) Act, 1972
- xvi) The Mineral Concession Rules, 1960
- xvii) The Mineral Conservation & Development Rules, 1988
- xviii) The Environment Protection Act, 1986
- xix) The Environment Protection Rules, 1986
- xx) The Indian Forest Act, 1927
- xxi) The Fatal Accident Act, 1985
- xxii) The Motor Vehicles Act, 1988& Latest.
- xxiii) The Apprentice Act
- xxiv) The Industrial Dispute Act, 1947
- xxv) The Standing Orders Act, 1946
- xxvi) The Electricity Act, 1910
- xxvii) The Central Electricity Act Regulations 2010( Measures related to safety and electric supply)
- xxviii) RTPP Act & Rules made there under

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

- 4.50 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.51 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.
- 4.52 The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The Contractor shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

**COMPENSATION AND LIABILITY:**

- 4.53 The contractor at his cost shall affect insurance for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- 4.54 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.
- 4.55 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

**LIABILITY FOR ACCIDENT TO PERSONS:**

- 4.56 Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, Motor Vehicle Act, and "Mines Act" the following shall also apply to the Contractor. On the occurrence of any accident resulting in death or bodily injury to a workman employed/ engaged by the contractor, the Contractor shall be liable for intimating within 08 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge, the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure

to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

**FORCE MAJEURE:**

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

**SERVICE OF NOTICE ON CONTRACTOR:**

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

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

- 4.59 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Udaipur and copy to authorized representative.
  - (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.60 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

**TERMINATION:**

- 4.61 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations



- under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
  - (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- 4.62 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.63 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed/used for the work.
  - (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 4.64 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.65 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.
- 4.66 The Company reserve its right to exercise the provision vide clause no. 3.41 of tender and foreclose / terminate the contract at any time without assigning reasons thereof after giving a clear notice of ninety (90) days. Such termination shall not entitle the contractor for any claim whatsoever.

**DISPUTE, JURISDICTION:**

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

## **SECTION-5 SPECIAL CONDITIONS OF CONTRACT**

### **5.0 APPLICABILITY:**

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

### **5.1 INTRODUCTION:**

Rajasthan State Mines and Minerals Limited (RSMML) is one of the leading and progressive enterprise of the Government of Rajasthan. It occupies a place of pride in the production and marketing of non-metallic minerals in India. RSMML is a multi mineral and multi location enterprise engaged in mining of Rock Phosphate, Lignite, SMS grade Limestone and Gypsum. RSMML is not only the leader in mining and marketing of rock phosphate, Gypsum across the country but also a pioneer in the technology of open cast mining and mineral beneficiation of Carbonate Rock Phosphate.

Besides minerals, RSMML has also forayed into Energy Sector and has set up 106.30 MW installed capacity Wind power project at Jaisalmer, Rajasthan. The company has successfully installed 5.0 MW Solar Power plant in Bikaner.

### **5.2 LOCATION AND ACCESSIBILITY OF SITE:**

The Jhamarkotra Rock Phosphate Mine is located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan and is being worked by M/s Rajasthan State Mines and Minerals Ltd (A Government of Rajasthan Enterprise). The Departmental HGO Crushing Plant is located within the mine lease area. The Jhamarkotra Mines is well connected to Udaipur with all-weather tarred road (25 Km), Jhamarkotra also can be reached from Udaipur Airport (42 Km).

### **5.3 CLIMATE:**

The climate is semi arid with temperature varying from 15 degree centigrade in January to 40 degree centigrade in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 45 degree centigrade in summer and drops to 0.5 degree centigrade in winter. The average rainfall is 700 mm per year mostly restricted to 3 months of July to September. Occasional scanty precipitation may be there during winter season. This is for general guidance; bidders should take required measures as per their own judgement for best output.

### **5.4 PRE- BID MEETING:**

- i. RSMML proposes to hold a pre-bid meeting to clarify doubts of the prospective bidders of the tender. The meeting will be held at Corporate office, Udaipur on 20.10.2021 at 11:00 AM .
- ii. Tenderers are also advised to send their queries/clarifications in advance and addressed to the Group General Manager SBU & PC- .Rock Phosphate RSMML, so as to reach him at least seven (7) days before the scheduled date of pre bid meeting. A copy of this communication should also be endorsed to the Group

General Manager (Contract), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001.

- iii. Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation.

## **5.5 PREQUALIFICATION CRITERIA:**

### **Pre-qualification criteria:-**

- i) The tenderer should have minimum turnover of Rs 3.85 Cores in any one of the immediate four preceding financial year i.e. 2017-18, 2018-19, 2019-20 & 2020-21.

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

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

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

The tenderer should submit duly attested copies of audited balance sheet in support of turnover. The tender shall be per-qualified based on documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company/partnership firms & JV (in vogue prior to issuance of tender) the turnover of the tenderer shall only be considered.

Joint Ventures (JV)/Consortium/SPV/partnership firms(to be formed) are also allowed to participate in this tender subject to the condition that Joint Ventures (JV)/Consortium/SPV/partnership firm (to be formed) members would be responsible jointly and/or severally for execution of the contract and other responsibilities & liabilities arising under this contract. Further, in such cases, the cumulative turnover of members of Joint Ventures (JV)/Consortium/SPV/partnership firm (to be formed) shall only be considered in ascertaining eligibility of tenderer.

In case of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed), the members of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed) shall nominate a representative, which shall have the authority in the form of General Power of Attorney to sign the uploaded documents digitally & to conduct all business for and on behalf of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed) during the bidding process. In the event, the bid of Joint Ventures (JV)/Consortium/SPV/ partnership firm (to be formed) is accepted, they will require to form a registered Joint Venture Company/firm to execute the contract, as per the terms of the tender document.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

The bidder shall not be a close relative of any employee of the company( close relative means- Father, Mother, Brother, Sister, Son, Daughter and Spouse) nor any such close relatives are associated with the Bidders as Proprietor/Partner/Share Holder/Director and the Bidders shall furnish a Declaration to this effect in writing.

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

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

The relaxation in bid-security amount shall only be applicable as per the RTPP Act/rules for MSMED registered industries of Rajasthan having subject tender work mentioned in their registration.

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

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

- a) made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirement; and/or
- b) Poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

#### **5.6 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1 BIDDER:**

- i. The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder.
- ii. The tender whose quoted rates are resulting into lowest financial outgo for the company will be considered as L1 bidder. Financial outgo shall be computed as sum total of “quoted rates × scheduled tendered quantity”
- iii. Note: The scheduled tendered quantity mentioned in the BOQ is indicative and only for the purpose of determination of L1 bidder, however the payment will be made as per the actual work executed.

#### **5.7 CONTRACT PERIOD**

- i. The contract shall be for a period of Five (05) years (including the stipulated period of 45 days allowed for commencement of work). The additional quantities may be awarded to the contractor as per the provisions of RTPP Act and rules made there under along with corresponding extension of time period for completion of additional quantities on the same terms and conditions and at the sole discretion of Company (RSMML).
- ii. The successful bidder / contractor will mobilize his / their resources for commencement of the production within a period of 45 days from the date of issuance of LOA/DLOA. The contractor shall complete the entire work of the tender to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Engineer-In-Charge may from time to time give to the contractor.

## 5.8 EXTENSION OF SCHEDULE COMPLETION TIME:

- iii. If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer-in-Charge within 10 (Ten) days of the date of such event, and the Engineer In-charge shall, if in his opinion (which shall be final and binding on the Contractor) reasonable grounds exist, authorize such extension of time as may in his opinion be necessary or proper. Whenever the Company grants such extension, this would be without prejudice to the Company's right to take appropriate action under this contract and without additional financial liability on the company. The decision of the company as to the need for grant of extension of the time to the contractor shall be final.

## 5.9 ESTIMATED QUANTUM OF WORK

- i) The quantities envisaged in the contract are given in the annual schedule of quantities in the tender. The approximate and indicative quantities for the work of feeding of ore to New HGO Crusher from various stacks located in and around HGO Crusher are mentioned below in the given schedule. The contractor shall produce required quantities of marketable Rock Phosphate products of Non Single Phosphate Grade, Single Super Phosphate Grade & Direct selling RajPhos Grade of minus 12 mm size after crushing of raw material and prescribed blending plan prescribed by the company.
- ii) Quantum of work envisaged under this contract is as per the annual schedule of quantities given as under;

<b>Contractual year</b>	<b>Rated output capacity of HGO crushing plant</b>	<b>Net Minimum Guaranteed production of marketable HGO products to be achieved by the contractor</b>
First year	4.50 lakh MT per annum	70 % of rated capacity i.e. 3.15 lakh MT per Annum
Second year	4.50 lakh MT per annum	85 % of rated capacity i.e. 3.825 lakh MT per annum
Third year & onwards	4.50 lakh MT per annum	100 % of rated capacity i.e. 4.50 lakh MT per annum

### Note: -

- a) The actual quantity of HGO production in any contractual year may exceed above mentioned prescribed net minimum guaranteed quantity for which the contractor shall be eligible for payment of remuneration as per accepted rates.
- b) The annual schedule of quantities shall be further divided into half yearly/quarterly/monthly targets as per requirements of the company.
- iii) Quantity mentioned above may increase or decrease depending upon the requirement of the company and/or demand of crushed rock phosphate from buyers. No guarantee regarding overall, annual, monthly, weekly or daily quantum of work can be given. The contractor shall neither be entitled nor be eligible to raise any claims on account of their vehicles /equipments/manpower being idle on any day or any period during the contractual completion period.

## SECTION-6

### **SCHEME OF WORK :**

- 6.0** RSMML is operating and maintaining a High Grade Ore (HGO) Crushing Plant having rated capacity 4.50 Lac MT/Annum. The plant was designed, erected and commissioned in the year 1991-92 by M/s McNally Bharat Engineering Company Ltd on turn-key basis. Since the commissioning of plant RSMML is continuously running the plant departmentally. The company is producing and selling Rock Phosphate Chips (-12 mm) to the various users / buyers etc. At present three grades i.e NSSP (Non Single Super Phosphate), SSP (Single Super Phosphate) and Raj-Phos of Phosphate chips are being produced from the Plant. The company intends to outsource the Operation and maintenance of Plant on single point responsibility basis.
- 6.1** Rock Phosphate mined from the adjoining mines is categorized into different grades based on the P<sub>2</sub>O<sub>5</sub> contents e.g. Low Grade Ore (LGO) or High Grade Ore (HGO). Different grades of Rock phosphate ore produced from the Mines are blended and downsized by crushers to produce various products of required size & grade as specified by customers.
- 6.2** The Crushing Plant shall be operated in three shifts i.e. A, B, & C, the starting time of which are 6-00 A.M., 2-00 PM & 10-00 PM respectively, 06 days a week. The preventive and break-down maintenance shall be carried out on Mondays as per consultation with Engineer-In-charge(EIC). If required plant shall be operated on Monday also as per instruction of EIC.
- 6.3** **MAIN EQUIPMENTS :** ROM Bin( 120 MT), Heavy Duty Apron Feeder, Jaw Crusher ( Single Toggle), Reversible Impactor/Hammer Mill, Double Deck Vibrating Screen, Belt Conveyors 800 mm Belt Width( 03 nos), Belt Conveyors 650 mm Belt Width(01 no.), Belt Conveyor 650 mm belt width with Radial Stacker( 01 no.), EOT Crane 20/5 MT Cap. Installed in Crusher House, Electrical Hoist 5 MT in Screen House. The details of main equipments and auxiliary are provided in Annex-1.
- 6.4** **OPERATION OF PLANT:**  
The complete plant can be operated from a control desk which is installed close to the MCC. The control desk has the following facilities:
- Mimic of the entire plant with on/off/trip indicating lamps for each equipment.
  - Based on the selection all the equipment can be started / stopped in a particular sequence such that the system/equipment are protected from damage.
  - The system is capable of starting/stopping, from remote/local operation of any given equipment.
  - Annunciation for fault conditions.
  - Siren for indicating start of plant.
- 6.5** **PROCESS DESCRIPTION:**  
6.5.1 The Departmental High Grade Ore (HGO) Crushing Plant having rated capacity of 130 MT/Hour. Therefore, around 4.50 Lacs MT per year of Crushed Rock Phosphate (CRP) can be produced from this plant. The successful tenderers would be required to operate, maintain and repair the Departmental HGO Crushing Plant of the company. The process flow sheet and list of machineries is attached at Annex-1&2. The Rock Phosphate ROM of different grades from the company's mines will be transported by

RSMML's mining Contractors up to the stack yard of the plant.

- 6.5.2 The ore properly blended as per the prescribed schedule given by the company from time to time, so as to produce + 31.54% & 19% P<sub>2</sub>O<sub>5</sub> etc. will be unloaded into the ROM hopper of 120MT capacity with the help of adequately size loader and tipper combination. The shovel/Excavator for loading dumpers/Tippers shall not be allowed for this work.
- 6.5.3 The material will be drawn to Jaw Crusher from ROM hopper through a Apron Feeder driven by a variable speed motor to control the feed rate. The ROM passes to Jaw Crusher through a chute. The size of the ROM is reduced to (-) 130 mm and it discharges to a conveyor belt (Crushed Product Conveyor Belt). The crushed ore from this conveyor belt will be transferred to a second conveyor belt (screen feed conveyor belt) which will feed the ore to double deck Vibrating Screen. The Tramp Iron Magnet is located on the discharge side of this conveyor belt to remove any metal piece that may find its way in the feed stream. The top deck of screen has steel punched plates having round holes of 50 mm size and bottom deck has 12 mm wire cloth screen. The (-) 12 mm fraction is the desired product size and as such will be diverted to transfer/Intermediate belt conveyor. This conveyor belt in turn will discharge the product on to a radial conveyor for distributing and stacking the product as desired. The final crushed product will be stacked in the open ground with the estimated storage capacity of around 12000MT.
- 6.5.4 The oversize fraction is conveyed to the Impactor crusher through belt conveyor (return belt conveyor). The Impactor crusher will reduce the size to (-) 12 mm. The crushed material will be discharged to conveyor belt (crushed product) for recycle to the double deck vibrating screen. During operation the dust is being suppressed by spraying of water by spray nozzles fitted at discharge point of conveyor belts.
- The plant is receiving electric power supply at 11 KV from our 33 KV sub-station, which in turn gets power from Ajmer Vidyut Vitaran Nigam Ltd. The 11 KV supply is stepped down to 0.433 KV with the help of step down transformers of 1250 KVA installed by RSMML. The same supply of 0.433KV is going to different feeders for motive load & other uses. The contractor shall not be allowed to install further machinery / power consuming utility/ equipment without prior permission of the company. The plant is attached with 3-inch pipeline water connection supplied by the RSMML.

## 6.6 Feed Parameters:

### 6.6.1 For NSSP&SSP

Feed Material	:	Apatite – (Rock Phosphate Ore)
Chemical Formula	:	P <sub>2</sub> O <sub>5</sub>
Ore Assay (Indicative)	:	
	P <sub>2</sub> O <sub>5</sub>	: 24 – 38%
	SiO <sub>2</sub>	: 4 – 25 %
	R <sub>2</sub> O <sub>3</sub>	: up to 8%
	MgO	: 0.3 – 5%
	CaO	: 25 – 47%
Particle Size Distribution	:	800 mm to min (-12) mm
Sp. Gravity	:	2.8
Material bulk Density	:	1.67 t / m <sup>3</sup>



Feed Moisture	:	2% Average, 10% Maximum in Rain
Moh Hardness	:	5.5
Angle of Repose	:	35° – 40° (depending upon moisture contents)

It is, explicitly understood and confirmed by the contractor that the scope as described in the bid document is not limiting, in so far as the responsibilities of the contractor shall include, inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirements stated or implied from the contents of the bid document.

#### 6.6.2 For Direct application fertilizer Raj-Phos

Feed Material	:	Low Grade Ore
Chemical Formula	:	P <sub>2</sub> O <sub>5</sub>
Ore Assay(Indicative)	:	
	P <sub>2</sub> O <sub>5</sub>	: 18-20 %
	SiO <sub>2</sub>	: 20-40 %
	R <sub>2</sub> O <sub>3</sub>	: 3-6 %
	MgO	: 3-6 %
	CaO	: 38-48%
Particle Size Distribution	:	800 mm to min (-12) mm
Sp. Gravity	:	2.80
Material bulk Density	:	1.67 t/m <sup>3</sup>
Feed Moisture	:	2% Average, 10% Maximum in Rain
Moh Hardness	:	5.0- 6.0
Angle of Repose	:	35° – 40° (depending upon moisture contents)

#### 6.7 PRODUCT:

The envisaged crushing process is primarily a Dry Process requiring adequate dust control measures to attain the final crushed rock phosphate, 90% of which will pass through 12 mm screen

#### 6.8 SCOPE OF WORK:

##### 6.8.1 FEEDING of ORE by COMBINATION of FRONT END LOADERS & TIPPERS.

6.8.2 Scope of work for “ Operation and Maintenance of Departmental HGO Crushing Plant Including Feeding of Ore into Hopper by Loader & Tippers Combination at Jhamarkotra Rock Phosphate Mines” generally shall include but not limited to the followings:

6.8.3 The ore of different grades is being mined from company’s Mines located in the vicinity and transported by the mining contractors of the company to the ore stockyards located around the Departmental HGO crushing Plant. The stacking and levelling is being done by the mining contractors of the company. The successful contractor will have to

undertake/perform loading of different types of ore from different ore stacks located around HGO Crushing Plant (by using front end loader) into the trucks/tippers; transportation of loaded trucks/tippers to an average distance of approximately 0.50 Kms (one way) and unloading into HGO Crushing Plant hopper, as per the requirement of company as ascertained by Engineer-In-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work.

- 6.8.4 Adequate arrangement has to be made for feeding of ore into Departmental HGO Crushing Plant hopper in each working shift. Adequate fleet of equipment including front end loader, tippers/dumpers and water sprinkler etc for suitably completing the tendered quantity shall be deployed by the contractor. The deployed equipment should be in suitable working condition to complete the job as per the tender requirement. The equipment model shall not be more than 5 (five) years old, from the date of DLOA/work order.
- 6.8.5 Water sprinkling at stack yard and on the roads leading to hopper of Departmental HGO Crushing Plant for suppression of dust ensuring that there is no undue airborne dust due to equipment operation hampering visibility. For this purpose, water will be made available by RSMML free of cost. Water tanker mounted on four wheel truck Chassis or DGMS approved equipment should be deployed.
- 6.8.6 All related jobs, required for carrying out the above scope of work are also deemed to be part of the scope of work.

## **6.9 Special Conditions Applicable For The Work Of Feeding of Ore to HGO Crusher Hoppers:**

- 6.9.1 The Contractor shall carry out the work in all the three shifts on all working days other than the weekly day of rest, i.e. MONDAY and other holidays declared by the Company.
- 6.9.2 The feeding of different grades of Rock phosphate ore to crusher hopper from the different ore stacks located around the HGO crushing Plants shall be carried out strictly as per the precise blending schedule as ascertained by the Quality Control Department from time to time to produce various products of required grade as specified by customers. Accordingly, contractor shall work strictly as per the instructions and guidance of EIC.
- 6.9.3 The Contractor shall depute his accredited representative throughout the working hours at working site to supervise the work and to receive the instructions of the Company. It shall be the duty of the representative/s to call on at the office of Unit/Project concerned of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with.
- 6.9.4 At the time of blasting, loading equipment, trucks & persons if any, in the area of blasting, have to vacate the area of blasting.
- 6.9.5 While feeding of ore to crusher hopper, contractor has to ensure that no oversize boulders (any dimension > 50 cm) are fed to crushing plants.

- 6.9.6 The contractor shall ensure that no extraneous material including metallic piece is loaded in trucks/ vehicles and fed to the crushing plant hopper. Any such metallic pieces shall be sorted out and tackled away.
- 6.9.7 The Contractor while loading and/or unloading ore shall ensure that overburden & other extraneous material are not mixed with ore during the course of loading and /or unloading. The material contaminated with waste shall not be paid for and is liable to be rejected at the cost of the contractor and the contractor shall be required to remove all such material and no payment shall be made for such rejected ore/waste and also for its removal. In case of non recovery of such contaminated ore and loss of grade of such ore the cost for such losses will be recovered from the contractor at the selling price of ore prevailing at that time.
- 6.9.8 During rainy season the ROM stacks located around the crushing plant & final finished crushed material may get wet, and moisture % of these material increases. The contractor will arrange standard size tarpaulin sheet to cover the ROM/finished ore product, so that crushing & dispatches of product may not get interrupted during rainy season. The Quality Control Department will try to make such ROM stack heap, which will have low moisture % as well as possible, Contractor will work strictly as per the instruction and guidance of the Quality Control Department to feed the ROM from these Stackyard.
- 6.9.9 In case of variation in grade of crushed ore from desired parameters, the contractor will properly blend and doze the ore at crushed product storage yard as per instructions of EIC., so as to make it suitable for dispatch without extra cost.
- 6.9.10 The contractor shall have to take effective measures at its own cost & expenses for proper water sprinkling & suppression of dust generated during the process of loading, unloading, transportation etc., in & around the working areas so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961 and as per the requirements of Environment & Pollution Control Board. In case the dust concentration is found to be more than the limits referred to above then the RSMML may make arrangements for water sprinkling & dust suppression at the cost & expenses of the contractor.
- 6.9.11 Supervision: Adequate supervision by way of deputing at least one Supervisor at Plant in each shift has to be ensured by the Contractor.

## **6.10 SCOPE of WORK UNDER OPERATION& MAINTENANCE of PLANT MECHANICAL:**

- 6.10.1 Operation& Maintenance of Departmental HGO Crushing Plant (130 TPH capacity) for continuous three shift operation by own technical manpower for the desired through put or as may be required for crushing of ROM to (-) 12 mm size (90% passing through 12 mm sieve).
- 6.10.2 Proper up keeping, spillage removal, maintenance, repair and general cleaning of the plant as per engineering practice/ operation & maintenance manual of plant, by own technical manpower.
- 6.10.3 Operation & maintenance of plant to produce (-)12 mm crushed rock phosphate chips including blending and feeding of the ore (ROM) into hopper by engaging front end

loaders and tippers/trucks, supply of all consumable spares, fuels, lubricants and other items required from time to time to carry out the scheduled, preventive & break-down maintenance of plant.

- 6.10.4 Procurement and arrangements of supplies of all consumables like welding electrodes, acetylene/ oxygen gas, all spares, diesel, lubricants and all other items required from time to time to carry out the running repairs, attending breakdowns, schedule and preventive maintenance, major overhauling of the plant.
- 6.10.5 It will be the sole responsibility of contractor to procure the required spares on his own and as required for the repairing and maintenance of plant at his own cost. For this no extra payment shall be given.
- 6.10.6 The contractor will maintain log sheets for operational details, deployment of staff , details of maintenance activities etc. in each shift.
- 6.10.7 Ensure efficiency and availability of the plant for dealing with the desired through put/amount of feed.
- 6.10.8 Maintain inventory of all consumable spares from original equipment manufacturer (OEM) or any other reputed manufacturer, at the site to ensure that the production is not hampered on account of non-availability of any spare part. List of OEM shall be provided by RSMML. In case of non-availability of the spares with the OEM, the contractor shall report to the Engineer Incharge before taking the procurement action of these spares. The contractor shall submit the list of details of inventory of the spare parts to the engineer incharge & also keep the inventory register update.
- 6.10.9 The Plant comes under Mines Act, the DGMS regulations and performance of work will be suitably governed by its requirements. The Contractor shall be responsible and meet all the requirements and regulations specified in the Mines Act as applicable from time to time. The contractor shall maintain all statutory records as per the requirement of DGMS. These records are to be made available to RSMML for inspection and onward submission to DGMS. If any safety/statutory violations are pointed out by DGMS authorities after the award of contract of Operation & Maintenance of Plant, it shall be the sole responsibility of contractor to rectify it. For this no extra cost will be payable to the contractor.
- 6.10.10 Contractor shall maintain the plant in perfect, running, neat and tidy condition free from spillage of ore etc during entire period of the contract.
- 6.10.11 The working employees within the plant premises shall use the helmet, earmuff and dust mask etc. as approved by statutory authorities. The loose cloths like use of towels etc. while working shall not be allowed.

## **6.11 SCOPE of WORK UNDER OPERATION & MAINTENANCE of PLANT**

### **ELECTRICAL:**

- 6.11.1 The successful contractor will operate and maintain the Complete electrical equipments, Transformer, controlling and protective devices, Motor control centre, and all other electrical items like feeders, bus bar and circuit breakers, internal control wiring, external terminations, HRC fuses, contactors, air break switches, local control stations, motors, cranes, accessories, cables, cable trays/ trenches, safety devices, lighting/illumination, earthing, battery banks, capacitors to maintain power factor etc. Any other equipment not

specifically mentioned above but essential for successful operation of plant including standby equipments shall also be maintained.

- 6.11.2 The successful contractor will be required to carry out routine, preventive and breakdown maintenance of all HT and LT equipments installed at all crushing plant as per the respective manufacturer (OEM) standards and practices.
- 6.11.3 The contractor supervisor/ staff shall not make any change/ addition /alteration or modification to existing electrical installation and safety and control schemes without the approval of electrical in charge or EIC. All the repairs/ replacement of equipments required shall be arranged by the contractor. All spares, equipments & material for replacement other than specifically mentioned in the tender document shall also be arranged by contractor on his own cost.
- 6.11.4 The contractor shall follow the safety & procedures & practices in electrical works as per Indian standards, DGMS and CEA regulations 2010 (Measures relating to safety and electric supply) amended till date.
- 6.11.5 The Contractor should maintain the tools/tackles required for smooth execution of the work. An indicative list of tools/tackles is mentioned hereunder: - Megger , Crimping tools, Spanners Ladder , Insulated Pliers, tester & test lamp, Tong tester , Multimeter, discharge rod High voltage safety gloves Electrical screw driver set. However, any other tools required for execution of the work would also have to be arranged by the contractor
- 6.11.6 List of major electrical installations i.e. motors, panels, transformers etc: - Attached herewith at Annexure-3.
- 6.11.7 We have some spare motors available for the crushing plant. The list of spare working motors, on as is where basis, which will be provided to successful tenderer provided at Annexure-5. After the issue of these spare motors against the production of old and failed items it will be the sole responsibility of contractor to maintain and repair these motors on his own cost.
- 6.11.8 Treatment of power consumption/metering and recovery of dues: The energy meter to measure power consumption is available at crushing plant. Besides that, for maintaining power factor, LT capacitors (6X25 KVAR) are in operation and these switch on/off as per requirement. The contractor shall maintain these and replace same in case of fault or requirement. The RSMML shall collect/recover the electricity charges from contractor on monthly basis at the prevailing rate of purchase and other charges incurred and paid by RSMML to AVVNL/Discom as per the energy meter reading of crushing plant.
- 6.11.9 Maintenance of illumination: - Contractor has to maintain minimum illumination (Lux) as per the latest circular of DGMS.
- 6.11.10 For the operation of plant: - The contractor shall ensure adequate skilled manpower for operation & maintenance of all the electrical equipments and if required the contractor shall provide additional man power to man the assets as per the direction of EIC. At least one qualified electrician in each shift & one competent electrical supervisor shall be deployed.
- 6.11.11 Qualification of Electrical staff: The staff deputed by contractor should possess I.T.I in

Electrician/wireman trade with wiremen license/competency certificate. The supervisor shall be the person holding a valid Electrical supervisor's certificate of competency covering mining installations as per CEA regulations 2010.

- 6.11.12 All electrical work shall be carried out by the qualified electricians under the supervision of competent electrical supervisor. The contractor shall follow the safety & procedures & practices in electrical works as per Indian standards, DGMS and CEA regulations 2010 (Measures relating to safety and electric supply) amended till date.
- 6.11.13 All the available electrical drawings shall be provided to the contractor after award of work.

#### **6.12 INVENTORY / SPARES AVAILABLE WITH RSMML:-**

- 6.12.1 Details of available spare, make, model, quantity of store inventory pertaining to plant, mechanical, electrical, instrumentation, process etc available in central store of RSMML is given in Annexure "4"
- 6.12.2 The value of presently available inventory is Approximately Rs 61,99,531(value as on dated.07.10.2021 i.e. the date of issuance of NIT) value. The store inventory as available on the date of handover of site as per scope of work shall be mandatorily handed over to the contractor for use in plant operation & maintenance on cost basis on "As is where is basis is" alongwith handing over of the plant . The amount of such inventory shall be recovered from RA bills of contractor in 36 equal installments.
- 6.12.3 In case of variation in value of store inventory on the date of handover of inventory stock excess amount / shortage amount shall be recoverable / reimbursable from / to the contractor as the case may be.
- 6.12.4 After award of contract and mobilization by the contractor, all the available spares shall be handed over to the contractor and its accounting, warehousing, handling, watch and ward shall be arranged by the contractor. However company will provide dedicated space for storage purpose.

#### **6.13 INTERNAL SHIFTING OF CRUSHED ROCK PHOSPHATE:**

The stacking capacity of crushed product storage yard is 12000 MT (approx.). Sometimes due to poor dispatches/lean season/low demand the stacks may get full. To make the plant operational the contractor will shift the crushed rock phosphate to suitable earmarked storage areas located within a distance of 0.50 Km (one way) at its own cost.

#### **6.14DETAILS TO BE FURNISHED AT THE TIME OF COMENCEMENT OF WORK:**

Following details required to be furnished by the successful tenderer to the Engineer-in-Charge at the time of commencement of work at Departmental HGO Crushing Plant.

- i. Details of the personnel with qualifications, marksheets/certificates, who will be engaged for execution of the work with ID proof, Aadhar, medical examination etc.
- ii. List of equipment / machinery etc. along with its technical specification/purchase invoices / registration certificates, insurance, fitness etc.

## **6.15 MAINTENANCE & SUBMISSION OF RECORDS, REPORTS & REGISTERS:**

- i. The contractor shall have to maintain daily shift-wise records of working of equipments e.g. dumpers, loaders, water sprinkler along-with the operator's name and working hours of crushing plant etc as directed by the EIC/authorized representative of the company.
- ii. The contractor shall maintain daily shift wise record of crushing product wise/grade wise (quantity and quality) i.e. SSP,NSSP&Raj-Phos etc. These figures to be communicated on daily basis to quality control deptt./EIC.
- iii. The contractor shall submit daily production reports in the format as approved by the Engineer In-charge.
- iv. The contractor shall maintain records as required under various laws/acts/rules as applicable by DGMS, Labour Commissioner (Central) or any other lawful agency. The contractor alone shall be responsible for maintaining of such records & submission of reports/returns required there under.
- v. The authorized representative of the company shall have full authority to inspect such records at any time during the contract period.

## **6.16 LIABILITIES IN RESPECT OF CONTRACTOR'S MACHINERY ETC.**

- i. The contractor shall be responsible for maintaining & operating the Departmental HGO Crushing Plant, Jhamarkotra Mines for the contracted work in such a way that plant operate at full capacity & with due regards to safety of men & machinery & also ensure compliance of the provision of regulations 171 to 176 of the MMR-1961.
- ii. Every plant/machinery deployed for the contractual work by the contractor shall be fitted with fire extinguisher of a type approved by the DGMS. The company may not allow deployment of any equipment not fitted with such a fire extinguisher in proper working order. The contractor shall take all reasonable precautions to prevent fires of any nature in general & particular in the vicinity of his operations shall be responsible for all damages from fires directly or indirectly due to his own activities or to those of his employee or to the activities of its agents or its employees.
- iii. The contractor shall have to take effective measures at its own cost & expenses for suppression of dust generated during process of transportation of ROM up to hopper, crushing, loading, unloading etc. in the working areas & on the approach roads at the Ore stacks so that the dust concentration in such places do not exceed the limit prescribed under MMR, 1961 or as stipulated under MOEF. In case the dust concentration is finding to be more then the limit referred above then the company may make arrangement for dust generation at the cost and expenses of the contractor.

## **6.17 RISK OF LOSS AND DAMAGE TO PROPERTY:**

- i. Contractor guarantees the due return of all owner's property including particulars issued to him and will be responsible for the full value there of to be assessed by the owner for all loss thereof or damage thereto from whatever cause happening while in possession or control of the contractor, his servants, workmen or agents.

- ii. The contractor shall be responsible for operation & maintenance of the departmental HGO crushing plant to the satisfaction of company. The contractor shall also be responsible for any loss of and any damage to structure and properties belonging to the company of being executed or procured by the company or of other agencies within the premises of the owner, if such loss or damage is due to fault and/or negligence or willful acts or omissions of the contractor, his employees, agent, representative or sub-contractor.
- iii. The Contractor shall indemnify and keep the owner harmless of all claims for damage to owner property arising under or by reason of this contract.

#### **6.18 OTHER RESPONSIBILITIES OF CONTRACTOR:**

- i. In case of break down of plant /fault of any equipment /component, the same shall be repaired or replaced by the contractor immediately within 48 hours, failing which the company may carry out the work at the risk & cost of the contractor along with the 10% service charges thereof and same shall be recovered from the running bills and / or security deposit (SD) amount lying with the company.
- ii. The contractor shall have to maintain the approach roads on the side of product stockyard & leave clear area required for smooth & free movement of vehicles to and from the stockyard.
- iii. The contractor shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contract including but not limited to Crushed Rock Phosphate at plant premises.
- iv. During progress of work, the contractor shall at all times keep the premises occupied by him in a neat & tidy condition & free from any accumulation of rubbish & unused material.

#### **6.19 INSTALLATION OF BELT WEIGH SCALE:**

For the better monitoring of production, blending and quality control the contractor shall install one no. reputed make belt weigh scale within 60 days from the date of work order for O&M work, on stock- pile conveyor (650 mm Belt Width). The operation and maintenance including calibration of this belt weigh scale shall be the sole responsibility of contractor.

#### **6.20 INCIDENTAL & CONTINGENT WORKS**

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

#### **6.21 OBLIGATION OF RSMML:**

RSMML shall

- i. Hand-over the plant to the contractor in the complete running conditions with rated output.
- ii) Provide the operation and maintenance manual of the plant and other documents e.g. electrical drawings etc.
- iii) Water supply shall be free of cost.



## **6.22 OTHER CONDITIONS AND INFORMATION:**

- I. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, Drawings and any other document forming part of this contract wherever the context so requires.
- II. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision of the Special Condition of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancy of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- III. The materials, Design and Workmanship shall satisfy the applicable Standard codes & specifications.
- IV. Whenever it is mentioned that the Contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the contract price shall be deemed to have include cost of such performances and provisions, so mentioned.
- V. In case of contradiction between letter of acceptance, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, the following shall prevail in order of precedence:
  - a) Email/Fax/Hard copy of acceptance, detailed Letter of acceptance along with Statement of Agreed Variations and its enclosures.
  - b) Schedule of Rates and Quantities.
  - c) Special Conditions of Contract
  - d) General conditions of contract.

## **6.23 QUALITY ASPECTS:**

- i. The contractor shall have to ensure that the ROM material provided by RSMML does not get contaminated during internal transportation, process of crushing, storage etc. at the plant.
- ii. For the finished produce or at any place in the process of operation, the company and/or its authorised third party agency shall be at liberty to draw sample on daily basis at any time e.g. at the time of stacking & feeding of ROM into hopper, loading etc. Any crushed material found to be not conforming to specifications shall be rejected and the contractor shall have to re-crush/blend such sub-standard material with higher-grade material to produce crushed rock phosphate as per the specification. The cost of such operation shall have to be borne by the contractor alone.

## **6.24 WORKING HOURS:**

The operation of Departmental HGO Crushing Plant, Jhamarkotra Mines shall be carried out in all the three shifts or as may be directed by the company.

## **6.25 TAXES**

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

## **6.26 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

All taxes/duties/levies as applicable 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 taxes/duties which are imposed/increased /withdrawn /decreased after the date of submission of offer & are directly applicable to this contract & payable by the contractor /recovered by RSMML & determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

## **6.27 ARRANGEMENT FOR DIESEL**

The Contractor has to make its own arrangements for Diesel procurement and storage for use exclusively for the purpose of the contract.

## **6.28 DIESEL**

- i. The price quoted and finally accepted by the company shall be deemed to include and cover all costs, expenses, taxes, duties, levies and liabilities of every description and all risk of every kind to be taken in execution. No increase in rates on these accounts shall be permitted except as specifically provided. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- ii. The quoted price should remain firm & fix for the period of this contract, contractor shall not be eligible for the any escalation (except as mentioned in the tender document). Variation on account of change in the market price of diesel (HSD) will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The price variation on account of change in diesel price for the work will be computed based on notional consumption of **0.15** liter diesel (HSD) per tonne of ore dispatched from HGO Crusher .

- iii. The prevailing price of diesel (HSD) is Rs. **101.93/101.89/101.67** Per liter at IOCL/HPCL/BPCL shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the contract rate quoted & finally agreed. Since as per Government of India order, the sale price of diesel varies on daily basis, the sale price applicable on 15<sup>th</sup> of every month at IOCL/BPCL/HPCL Udaipur will be considered as prevailing price of diesel for the purpose of calculation of diesel escalation/de-escalation. The diesel escalation shall be payable/recoverable from the contractor as provided in the tender document.
- iv. The contractor shall furnish rate certificate of diesel from IOCL/BPCL/HPCL, Udaipur with every monthly bill.
- v. The admissible escalation/de-escalation shall be calculated as per formula given below :-

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

Where:-

- “ES/DES” means admissible escalation/de-escalation in Rs.
- “Q” means quantity dispatched during specified period/ month in MT
- “N” means notional consumption i.e. 0.15
- “P<sub>1</sub>” means prevailing price of diesel in Rs per ltr
- “P<sub>0</sub>” means base price of diesel in Rs per ltr.

## 6.29 PRICE VARIATION FORMULA:

6.29.1 In view of labour intensive nature of work wherein 25% of the contract rates may constitute the labour cost the contract rates accepted by the company shall be subjected to escalation/de-escalation in accordance with variation in minimum wages notified by the Central/ State Government for unskilled labour and semi-skilled labour. Monthly rates shall be escalated/ de-escalated using the following price variation computation formula:

$$R_r = R_o \{0.75 + (0.05 \times R_{hslr}/R_{hslo} + 0.1 \times R_{ssr} / R_{sso} + 0.1 \times R_{uslr} / R_{uso})\}$$

Where,

- R<sub>r</sub>** Revised Contract rate on per month basis.
- R<sub>o</sub>** Original awarded contract rate per month
- R<sub>hslr</sub>** Revised minimum wage rate of highly skilled labour per day in Rs.....
- R<sub>hslo</sub>** Original minimum wage rate of highly skilled labour as on the date of issue of tender.
- R<sub>sslr</sub>** Revised minimum wage rate of Semi- skilled labour per day in Rs.....
- R<sub>sslo</sub>** Original minimum wage rate of Semi skilled labour as on the date of issue of tender.
- R<sub>uslr</sub>** Revised minimum wage rate of un-skilled labour per day in Rs.....
- R<sub>uslo</sub>** Original minimum wage rate of un-skilled labour as on the date of issue of tender.

6.29.2 Base rate of minimum wage as per circular no. F.No. 1/(16/2) /202/i/LS-II dated 23.04.2021 of CLC, Govt of India as on the date of issuance of NIT is as under:

**R<sub>hslo</sub>** Original minimum wage rate of highly skilled labour as on the date of

- issue of tender is Rs. 752 per day
- Rsslo** Original minimum wage rate of Semi skilled labour as on the date of issue of tender is Rs. 539 per day
- Ruslo** Original minimum wage rate of un-skilled labour as on the date of issue of tender is Rs. 431 per day .

**For Example:**

In case the awarded contract rate on per month basis is Rs. 100/- per MT and original rate of minimum wages is Rs. 431 per day for un-skilled labour, Rs. 539 for semi-skilled labour & Rs. 752 per day for highly-skilled labour.

Upon revision of minimum wages to Rs. 450 per day for un-skilled labour, Rs. 550 for semi-skilled labour & Rs. 770 per day for highly-skilled labour the revised monthly rate will be calculated as:

$$Rr = Ro \{0.75 + (0.05 \times Rhsr/Rhslo + 0.1 \times Rssr / Rsslo + 0.1 \times Rusr / Ruso)\}$$

Where,

**Rhsr** Revised minimum wage rate of highly skilled labour per day in Rs. 770 per day

**Rhslo** Original minimum wage rate of highly skilled labour as on the date of issue of tender Rs. 752 per day.

**Rssr** Revised minimum wage rate of Semi- skilled labour per day in Rs550 per day..

**Rsslo** Original minimum wage rate of Semi skilled labour as on the date of issue of tender is Rs. 539 per day

**Rusr** Revised minimum wage rate of un-skilled labour per day in Rs.450 per day

**Ruslo** Original minimum wage rate of un-skilled labour as on the date of issue of tender is Rs. .431 per day .

$$Rr = Ro \{0.75 + (0.05 \times Rhsr/Rhslo + 0.1 \times Rssr / Rsslo + 0.1 \times Rusr / Ruso)\}$$

$$= \{ 75 + ( (5 \times 770/752) + (10 \times 550/539) + (10 \times 450/431) )\}$$

$$= 75 + 25.76$$

$$Rr = 100.76$$

Revised Contract rate on per month basis shall be Rs. 100.76 PMT.

6.29.3 No other escalation on any other ground shall be payable to the contactor except as mentioned in the tender document.

## **6.30 COMPENSATION:**

### **6.30.1 FOR DELAY IN COMMENCEMENT:**

In case of delay in commencing the work within the stipulated time, the compensation @ 0.5% of the annual contract value on weekly basis will be recovered. The tendered quantity on prorata basis will be considered to calculate annual contract value. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and forfeit/recover the bid security amount in case the compensation reaches beyond 2%.

### **FOR SHORTFALL IN THE TENDERED QUANTITY:**

6.30.2 The survey of stock of crushed product at storage platforms shall be conducted by RSMML at the start of this O&M work. Subsequently the survey will also be carried on quarterly basis to find out the stock of product at storage platforms. For the calculation of quarterly compensation, the dispatch in that particular quarter and the crushed product available at the end of quarter shall be used. The volumetric quantity found in the survey shall be multiplied by 2.10 (bulk density of mineral) to find out the quantity in MT.

6.30.3 The contractor shall adhere to the quarterly scheduled targets as given above in scope of work. In case contractor fails to produce the scheduled/targeted quantity on quarterly basis, then the shortfall of one quarter is to be made up in next quarter. If this shortfall is not made in the second/next quarter, then compensation shall be levied on the actual shortfall of the target of preceding quarter. The shortfall in quantities of one quarter shall be adjusted in the subsequent quarter only not beyond that quarter. The company will be entitled for imposing a predetermined compensation @10% of the value of actual shortfall in quantity at prevailing rate of remuneration, subject to max. of 10% of the total contract value. The GST on compensation will also be charged as per prevailing GST rules.

6.30.4 The limit in quantity variation will not affect the application of this compensation clause.

6.30.5 The said amount of compensation shall be payable by the contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay/breach. The company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills of any sum due or will become due with the company on account of any work of the contractor and the contractor shall be bound by such decision of the Company. The above recoveries will be without prejudice to the other right and remedies available in the contract.

6.30.6 Over and above the compensation on shortfall in execution of work, the company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

6.30.7 However, compensation would not be imposed if the reasons for shortfalls are not attributable to the contractor.

6.30.8 The compensation so paid/and/or adjusted by the company shall not relieve the

contractor from his/ its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

**6.31 YEARLY RECONCILIATION OF QUANTITIES:**

The survey of stock of crushed product at storage platforms shall be conducted by RSMML at the start of this O&M work. Subsequently the survey will also be carried on quarterly basis to find out the stock of product at storage platforms. The quarterly dispatch figures from the record of weighment from company's owned weigh bridges and the surveyed quantities at storage platforms at the end of year shall be accounted for the reconciliation of yearly quantities achieved. The same practice shall be followed for each year of the contract. The weighment records of company's weigh bridges and surveyed quantities shall be final and binding on the contractor. Apart from the quarterly shortfall in quantities there will be no compensation applicable on yearly quantities or total contractual quantities.

**6.32 ACTION TAKEN BY THE OWNER IN CASE NON ACHIEVEMENT OF PRODUCTION AND TARGETS:**

In case of failure to produce crushed ore for a continuous period of ten days during contract period due to breakdown of machine or any other reason for which the contractor is responsible and if Owner is not in agreement with the views of contractor and/or in cases of frequent breakdowns of machine resulting in loss of production, the Company in its sole discretion without prejudice to other remedies may terminate the contract &/or shall be empowered to engage other outside agency, at the risk and cost of the contractor for execution of remaining part of work of the contract.

**6.33 RIGHT TO REVIEW PERFORMANCE:**

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

6.33.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 14 days.

**6.34 MEASUREMENT OF QUANTITY:**

6.34.1 All the dispatches of crushed rock phosphate from the crushed product yard is being done by trucks / tippers / trollas etc. of parties/buyers, empty as well as loaded trucks etc from plant shall be weighted at the specified weighbridges owned by the company. The weighment recorded in the computerized weighment slips of the specified weighbridge shall only be considered for determination of monthly payments for the above work under this contract.

6.34.2 During the contract period at a certain point of time if there is poor dispatches due to any reason and crushed rock phosphate gets accumulated at the storage platforms. In this situation on the request of contractor the survey of crushed product at storage platforms may be carried out and an adhoc payment/advance of 70 % quantities lying

at storage platforms etc may be released to the party. After the start of dispatches from the weigh bridges this adhoc payment shall be adjusted in the subsequent bills submitted by the contractor.

6.34.3 After the end of the contract period a joint survey with the contractor shall be carried out to find out the stock balance of crushed product at storage platforms. The stock balance quantities of crushed product at storage platforms at the start of work shall be accounted for to find out the net quantities of stock balance. At the end of contract period the contractor shall also submit the quarter dispatch figures for all the quarters since beginning. These figures shall be used for calculating total quantities achieved during the tenure of contract. These figures shall also be used for the final payment to the contractor.

### **6.35 CONTRACTOR'S REMUNERATION:**

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

6.35.2 The schedule of rate or contract rate or rate of remuneration shall include and indemnity which the contractor hereby has given against all actions, proceedings, claims, damages, costs & expenses arising from the incorporation in or use on the works of any such equipment or machinery which is brought to the site for work ,shall be borne by the contractor.

6.35.3 Without in any way limiting the provisions of the proceeding, sub clause, the schedule of rates or rate of remuneration shall be deemed to include & cover the cost of all inputs for the works or otherwise, all rents, payments for the works,all equipments, temporary works, materials, labour, insurance, fuel, store etc.

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

### **6.36 TERMS OF PAYMENT (BILLING):**

6.36.1 The basis of payment shall be the quantity of crushed rock phosphate (CRP) as dispatched by trucks/trollas etc of company's customers as per the records of company owned weigh bridge located in the vicinity.

6.36.2 For payment purpose, the contractor shall raise the bills (in quadruplicate) on monthly basis for the ore quantity actually dispatched from weighbridge of company at Jhamarkotra Mines Udaipur. The payment of the bills shall ordinarily be made within 30 days from the receipt of the bill. However the final payment shall be accessed as per method in clause 6.34.

- 6.36.3 The rate as accepted by the company & governed as per the LOA/DLOA alone shall be considered for billing purpose. The company shall be deducting TDS as applicable (or any other taxes as prevailing at the time of payment) from the bills of the contractor.
- 6.36.4 Unless otherwise specifically provided, running account payment (progressive payment) will be made to the contractor keeping in view the quantum of work done approved & certified as aforesaid. The company shall be entitled to deduct Income Tax & such other statutory taxes at source from the bills of the contractor as may be required by any department of State/Central Govt. or any other statutory body including advances paid to the contractor. The company shall make online payment to the contractor's bank account.
- 6.36.5 Documentary evidence of the PF amount deducted from the monthly salary of their employees actually employed by him for execution of this contract & submission of this amount along with contractor's contribution to the PF Commissioner, for the previous month.
- 6.36.6 The company shall be empowered to settle all claims and payments made to contractor at the time of final bill, which will be prepared jointly by the contractor and the company at the time of closure of the contract.

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

- i. All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed.
- ii. The final bill shall be submitted by the contractor within 75 (Seventy Five) days from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the Contractor.

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

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



### **6.39 CLOSING OF THE CONTRACT:**

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

### **6.40 APPLICATION FOR COMPLETION CERTIFICATE:**

- i) When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/ information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.
  - a) Handover the plant/equipments in running and good condition to RSMML.
  - b) Handover all the crushed rock phosphate lying on storage platform in plant premises.
  - c) Obtain No Dues Certificate from the Engineer In-charge.
  - d) Contractor shall submit the No Claim certificate in favour of the company that No Claim has been due towards the company and he will not claim any dues after the closure of contract.
  - e) A certificate to the effect that No outstanding claims / payments are due to the person employed by the contractor.
  - f) Notarized Indemnification bond on Rs 500/- Non Judicial stamp paper.
- ii) The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company and the DGMS or other statutory authority from time to time.
- iii) The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him/it under the contract. The final bill shall be submitted by the contractor within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

### **6.41 FINAL CERTIFICATE:**

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

### **6.42 FINAL PAYMENT AND RELEASE:**

- (i) On completion of the work and issuance of completion certificate, the contractor shall submit his / its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the

contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

- (ii) All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final Certificate.
- (iii) No claim shall be made or be filled by the contractor and the company shall not be liable to pay any money to the contractor, except as specially provided for in the contract. Acceptance by the contractor of the final payment as aforesaid shall operate as estoppels and shall be, a release to the Company from all claims and liability to the contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-charge or any other person relating to or effecting the work.
- (iv) Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/ it within one month.

**6.43 UNDERTAKING:**

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

**Dated-----**  
**Place-----**

**For and on behalf of the tenderer**  
**Signature of tenderer with seal**

## LETTER OF SUBMISSION OF TENDER

DATE:.....

FROM,  
M/s -----

To,  
**The Group General Manager (Contract),  
Rajasthan State Mines & Minerals Ltd.,  
4-Meera Marg, Udaipur-313001**

Sub: Tender for operation & maintenance of Departmental HGO Crushing Plant, Jhamarkotra Mines, Udaipur.

Ref: TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

Dear Sir,

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

DD No.	Date Name and Address of Bank	Amount
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5. In the event of acceptance of our tender, I/ We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount as mentioned in NIT and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/We enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work, and solvency certificate etc. as specified at ..... and all other requisite document as specified in the tender document.
7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/Co-operative society shall be acceptable and binding on me/us.  
Date, the \_\_\_\_\_ day of, \_\_\_\_\_ 2019.

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

**Witness**

**Name in Block Letters:** \_\_\_\_\_

**Full Address** \_\_\_\_\_

(On the letterhead of the tenderer)

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

TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

**Name of Tenderer**.....

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

1.0	<b>Name &amp; address</b> of tenderer with Telephone no., <b>Mobile No., Fax No.</b> etc.
2.0	<b>Status of tenderer:</b> Individual/Proprietorship Firm/Partnership Firm/Co-operative Society/Limited Company (Attach duly attested documents in support of your status)
3.0	(a) <b>In case of Proprietorship Firm;</b> Attested Certificate of registration of your establishment (b) <b>In case of Partnership Firm;</b> Attested Certificate of registration of your establishment if registered & partnership deed (c) <b>In case of Co-operative Society;</b> Attested Copy of Registration Certificate of Co-operative Society, list of members, Managing Committee & Registration number of Co-operative Society, Jurisdiction of Co-operative Society to undertake work in the in the area, byelaws etc. (d) <b>In case of Limited Company;</b> Attested copy of certificate of your incorporation/ memorandum and articles of association, lists of directors, bye laws etc.
4.0	<b>Power of Attorney</b> in favour of the authorized representative signing the tender, as required.
5.0	One complete <b>tender document</b> as issued by company <b>duly filed in signed &amp; stamped on each page</b> by the tenderer /authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of acceptance of the terms & conditions of this tender.
6.0	<b>Earnest Money Deposit (EMD)</b> in the manner specified in NIT.
7.0	<b>PAN (INCOME TAX) Number</b>
8.0	<b>Goods and Service Tax no. and copy</b>
9.0	Undertaking that <b>no condition</b> is mentioned in <b>Part –II "Price Bid"</b> & confirmation to the effect that the price quoted in Part-II "Price Bid" of the tender will remain firm. During contract period except escalation on account of variation of rates of diesel. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
10.0	Any other information
11.0	Attested copy of <b>Audited Balance Sheet, Profit &amp; Loss Account</b> for the last four Financial Years in support of the turnover by the tenderer
12.0	Exceptions & deviations statement by the tendered in
13.0	<b>Provident Fund Account Number</b> or undertaking as per tender format
14.0	Declaration whether you are covered under <b>MSMED Act</b> or not, if yes, then give your registration number alongwith copy of the same.

1. If the above documents are not submitted online while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid will not be opened, and for which, the tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. The Tenderer shall enclose/upload the required document strictly in the sequence/order as listed above and shall be flagged by super scribing the concerned S. No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tenderer.
3. Before enclosing the document read carefully the tender document conditions/stipulations and encloses the requisite documents only.
4. The gazette officer or Notary public shall attest photocopies of the documents.

**Signature of tenderer(s)**  
**With the seal**

**Date: -----**

**Place: -----**

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

**EXCEPTIONS AND DEVIATIONS**

TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

**Name of Tenderer**.....

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

<b>No.</b>	<b>Page No of tender document</b>	<b>Clause No of tender document</b>	<b>Subject</b>	<b>Deviations</b>

**Signature of Tenderer(s)  
with the seal**

**Place:**

**Date:**

**RAJASTHAN STATE MINES AND MINERALS LIMITED**  
**(A Government of Rajasthan Enterprise)**  
**PROFORMA FOR 'PRICE BID'**

To be submitted online only in the prescribed BOO format available for downloading on <https://eproc.rajasthan.gov.in>.

Subject: Operation and Maintenance of Departmental HGO Crushing Plant including Feeding of HGO into Hopper.

1. Name of Tenderer: .....

2. TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

S. No.	Description	Total Quantity:	Rates in Rupees/MT
	Operation and Maintenance of Departmental HGO Crushing Plant for the production of (-)12 mm crushed rock phosphate, including cost of all type of spares (mechanical, electrical), consumables required for the O&M and including loading of different types of ore from different ore stacks located around HGO Crushing Plant (by using front end loaders) into the trucks/tippers; transportation of loaded trucks/ tippers to an average distance of approximately 0.50 Kms (one way) and unloading into Crushing Plant hopper, as per the requirement of company as ascertained by Engineer-In-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work as per the scope of the work described in the Tender.	20.475 lac MT	Rates to be quoted online in the prescribed format available at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>

**NOTE:**

- 1) The lump sum rates shall include cost of all items of work included in the scope of work and other heads as stipulated in the tender document, rates are to be inclusive of spares, manpower and all other expenses of the contractor which will be required for the operation and maintenance of plant for the production of (-) 12 mm rock phosphate. The rates will remain firm & fixed except escalation provided in the tender document.
- 2) The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bids).
- 3) The retail price of diesel of IOCL/HPCL/BPCL for Udaipur i.e. Rs 101.93/101.89/101.67 per liter as on date of issue of NIT is considered as base price for quoting the above rates.
- 4) All incidental or contingent works required for performance of work as above shall be done by the bidders at its cost & expense and it would not qualify for extra payment.

**Signature of Tenderer(s)**  
**With Seal**

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

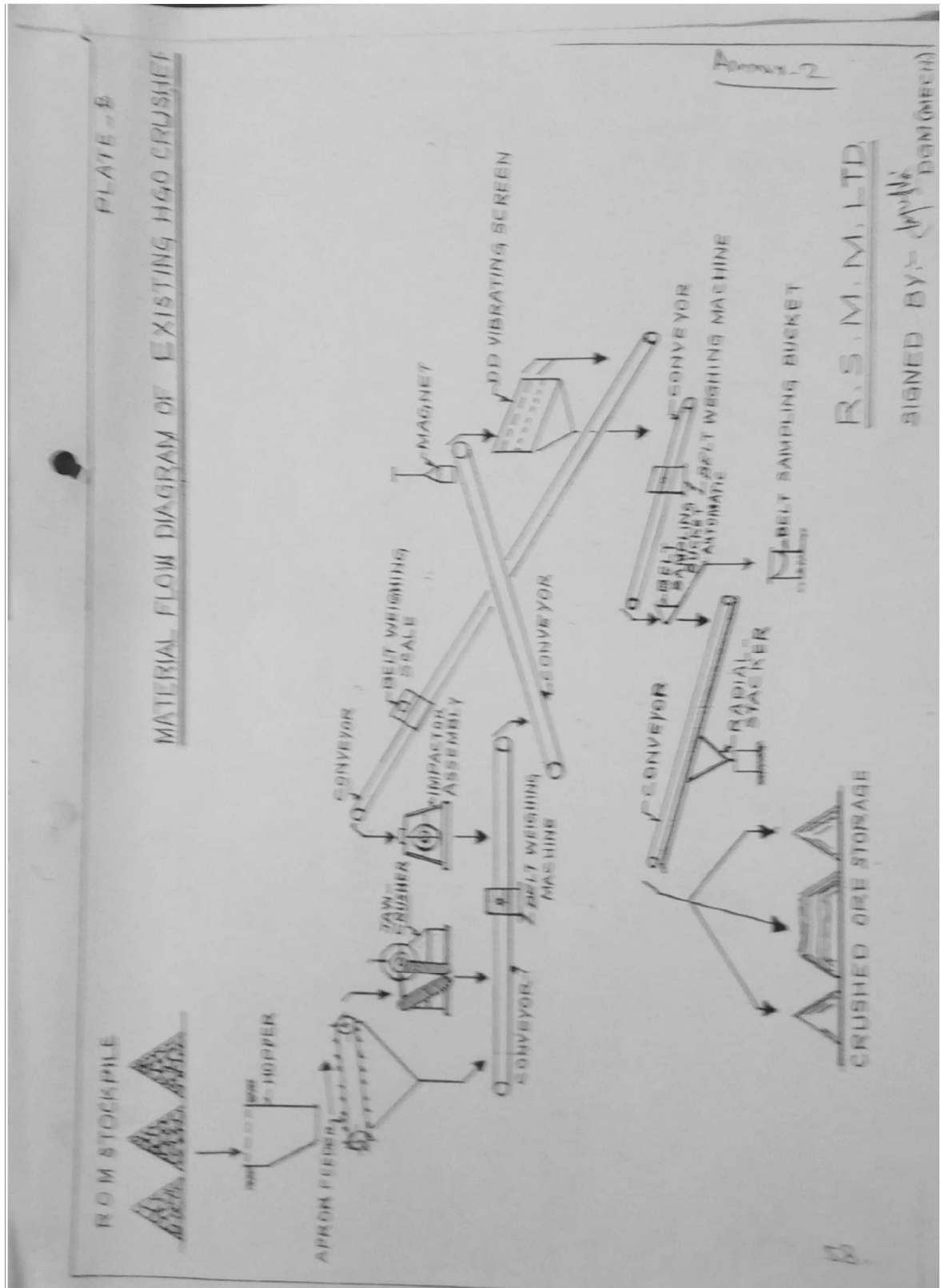
**List of Plant, Machinery and Accessories at HGO Crushing Plant:**

S. No.	Technical Specification/Operating Conditions	Present Status
1.0	Heavy Duty Apron Feeder: Qty. 01 no., Make McNally Bharat Engineering Co. Ltd. Type: Heavy Duty Width: 1200mm Length: 7000mm centre to centre Width Inside Skirt: 1175 mm Speed: 3.57 m/min, Motor: 11.00 KW, With Variable Speed Drive. Speed Reducer: Helical, ZTNW450, Ratio :31.5, Elecon/FMG Make. Lump Size: 800mmx800mm( Max.) Capacity: 132 MT/hr	Satisfactory Working Condition
2.0	Over Head Eccentric Jaw Crusher: Qty.01 no., Make McNally Bharat Engineering Co. Ltd. Size: 42 Inchx48Inch( 1050mmx1200mm) Shaft RPM: 225 Drive: V-belt Drive Total Wt. Excluding Drive:46 MT Electrical Motor: 160 KW, 1000 RPM, Kirloskar Make Lump Size: 800mmx800mm(Max.) Capacity: 160 TPH	Satisfactory Working Condition
3.0	Inclined Double Deck Vibrating Screen:Floor Mounted, Qty.01 no., Make McNally Bharat Engineering Co. Ltd. Size: 2500mmx6000mm ( 8ftx20ft) Nominal Deck Inclination: 22 Degree Screen Opening: Top-Deck-50 mm( punched plates), Bottom deck-12 mm aperture wire cloth Shaft RPM: 900 Amplitude of Vibration: 5.3 mm Drive: V-Belt Total Wt. Excluding drive: 7.80 MT Motor Data: 40 HP, 1500 RPM, Squirrel Cage Induction Motor	Satisfactory Working Condition
4.0	Reversible Impactor Hammer Crusher:Qty.01 no., Make McNally Bharat Engineering Co. Ltd. Size: 14x48( Model-A) Drive: V-Belt Drive Total Wt. Excluding Drive: 9.80 MT Motor data: 160 KW, 1000 RPM,frame size:LD3551, Make Kirloskar	Satisfactory Working Condition
5.0	Crushed Product Conveyor Belt:Qty. 01 no. Belt Width: 800 mm,Heavy Duty 800/4, four Ply N/N, Top Cover 5mm, Bottom Cover 2 mm, Grade M24. Drive Pulley : 630 Dia.x 950 Face Width, rubber lagged Tail pulley:400 Dia.x950 Face Width Total BeltingLength:45 m. Motor: 15 KW, Squirrel Cage Induction Motor Speed Reducer: Elecon Make, FSM-8, Ratio 25:1,	Satisfactory Working Condition
6.0	Screen Feed Conveyor Belt: Qty.01 no. Belt Width: 800 mm,Heavy Duty 800/4, four Ply N/N, Top	Satisfactory Working Condition



	<p>Cover 5mm, Bottom Cover 2 mm, Grade M24.  Drive Pulley : 630 Dia.x 950 Face Width, rubber lagged  Tail pulley:400 Dia.x950 Face Width  Total Belting Length:76 m  Motor:22 KW, Squirrel Cage Induction Motor  Speed Reducer: Elecon Make, FSM-10.5, Ratio 25:1,</p>	
7.0	<p>Over size Return Conveyor Belt: Qty. 01 no.  Belt Width: 800 mm,Heavy Duty 800/4, four Ply N/N, Top Cover 5mm, Bottom Cover 2 mm, Grade M24.  Drive Pulley : 630 Dia.x 950 Face Width, rubber lagged  Tail pulley:400 Dia.x950 Face Width  Speed Reducer: Elecon Make, FSM-8, Ratio 25:1,  Total Belting Length:87m  Motor:18.50 KW, Squirrel Cage Induction Motor.  Speed Reducer: Elecon Make, FSM-9, Ratio 25:1,</p>	Satisfactory Working Condition
8.0	<p>Intermediate Conveyor Belt: Qty. 01 no.  Belt Width: 650 mm,Heavy Duty 630/4, four Ply N/N, Top Cover 5mm, Bottom Cover 2 mm, Grade M24.  Drive Pulley : 630 Dia.x 750 Face Width, rubber lagged  Tail pulley:400 Dia.x750 Face Width  Total Belting Length:26 m  Motor:9.30 KW, Squirrel Cage Induction Motor.  Speed Reducer: Elecon Make, FSM-7, Ratio 25:1,</p>	Satisfactory Working Condition
9.0	<p>Radial Stacker Conveyor Belt: Qty. 01 no.  Belt Width: 650 mm,Heavy Duty 630/4, four Ply N/N, Top Cover 5mm, Bottom Cover 2 mm, Grade M24.  Drive Pulley : 630 Dia.x 750 Face Width, rubber lagged  Tail pulley:400 Dia.x750 Face Width  Total belting Length:86 m  Motor:15 KW, Squirrel Cage Induction Motor.  For Radial Movement of Conveyor Belt:  Drive wheels 04 nos, Wheel Dia. 600 mm/OD, Geared Motor,5.5KW (Power Build Make), 62K-0132-S4, out -put RPM 209.  Speed Reducer: Shaft Mounted Gear Unit ,Size-10.5 SMM, Type-A, Ratio: 30:1, Elecon Make</p>	Satisfactory Working Condition
10.0	<p>Tramp Iron Magnet: Qty. 01 no.  Type: Electromagnetic Overhead Suspended  Duty( Continuous): 16 Hrs/day  Operating Temp.: 45 Ambient  Operating Height: 300 mm  Lifting Capacity: Max 5 Kg  Coil: Aluminium  Class of Insulation: H Class  Operating Voltage: 415 V, 3- Phase, 50 HZ  Gauss Strength: 540 Gauss at Operating Height</p>	Satisfactory Working Condition
11.0	<p>EOT Crane: Qty. 01 no., Indoor Duty, Location Crusher House  Make: Garlick, 20/5 MT Capacity, Class-II, Double Girder EOT Crane, Designed as per IS:807 and 3177 with 8.5 m Span.  Lift: 14 m  Long Travel: 23.5 m  Operating Speed:  Main Hoist/Aux. Hoist: 5m/min  Cross travel: 20m/min.  Long Travel: 30m/min.</p>	Satisfactory Working Condition

	Type of Controller: Level Pendant Controller Brakes: All Brakes are Electro Hydraulic Thyrister type except for hoisting motion which is of DC Electromagnetic type.	
12.0	Electric Hoist : Qty. 01 no. Capacity 5.0 MT, Location Screen House Type: Wire Rope Electric Hoist Greaves Cotton Make, duty class-II, 415 V AC, 3-Phase, 50 HZ. Lift: 9.25 m Full Load Lifting Speed: 5.0 m/min. Travel Speed: 10.0 m/min. Cross Travel Length:11.50 m Operation: By Pendant Push Button Station	Satisfactory Working Condition
13.0	Air Compressor: Qty. 01 no. ,Single Stage Screw Compressor Make: Ingersoll Rand, Model In-10. Operating press: 8.0 Bar Flow Rate: 1.0 Cub.m/min, 35 CFM Motor: 7.50 KW, 415 Volt,2900 RPM,Insulation Class F	Satisfactory Working Condition



Scanned by CamScanner

**Annexure-3****List of Motors, Transformer and Panels Installed in Plant**

S. No.	Motor	Details
1	Apron Feeder	Kirloskar make DC motor 11KW/15HP, 150-1500rpm, 29Amp, 440Volt, M/c No.-890794-0
2	Jaw Crusher	Kirloskar make Sq cage induction motor 160KW/215HP, 1000rpm, 415VAC, 50Hz, 272Amp, M/c No.-20610015-01
3	Impector	Kirloskar make slip ring induction motor 160KW/215HP, 1000rpm, 415VAC, 50Hz, 272Amp, M/c No.-390123-1
4	Crush product Conveyour	Kirloskar make Sq cage induction motor 15KW/20HP, 1500rpm, 415VAC, 50Hz, 272Amp, WNP
5	Vibrating Screen	Kirloskar make Sq cage induction motor 30KW/40HP, 1470rpm, 415VAC, 50Hz, 52Amp, M/c No.-FID-265.63
6	Over size/Return Conveyour	Kirloskar make Sq cage induction motor 18.5KW/25HP, 1460rpm, 415VAC, 50Hz, 32Amp, M/c No.- LD 180MMKTI
7	Stock pile Conveyour	Sq cage induction motor 15KW/20HP, 1500rpm, 415VAC, 50Hz, 27.5Amp, WNP
8	Transfer Conveyour	Kirloskar make Sq cage induction motor 9.3KW/12.5HP, 1460rpm, 415VAC, 50Hz, 17.5Amp,
9	Radial drive	Sq cage induction motor 5.5KW/7.5HP, 1455rpm, 415VAC, 50Hz, 11Amp, WNP
10	Screen feed Conveyour	Sq cage induction motor 22KW/30HP, 1500rpm, 415VAC, 50Hz, 38Amp, WNP
11	Magnet	Electro suspension magnet, Air cooled, 220VDC, 16Amp, Size: 940X940mm and height-525mm approx

**Transformer in plant:-** 3 Phases, 1250KVA, 11/0.433KV, Oil Filled, VOLTAMP Make, Sr. No.- 2742,

**List of Panel in Plant**

S. No.	Particular	Details
1	HT breaker panel	CGL make VCB panel, 12KV, 630Amp, Sr. No.-3773VG
2	Soft starter panel for Jaw crusher	Engineers & Engineers make starter panel, 415VAC, 650Amp, Sr. No.- 4021056
3	DC drive panel or Apron feeder	BCH make digital DC drive panel 40Amp, S. No.-906353FHDCDP
4	Resistance starter panel for impector motor	Resistance starter panel for impector motor, BCH make, Sr. No.- CSSF630
5	Magnet panel	Elektro make magnet panel, type-EMT, 170VAC, DC 220V, 42Amp, Sr. No.-9945A
6	Battery charger panel	NIFP make float cum boost charger system SCB100-24V, 12A
7	Battery Bank	Ni-Cd maintenance free Battery Bank 24 volt, 25 AH completely (1*20 nos.) cells & each cell voltage-1.2 volt
8	MCC panel	MCC panel having incommer panel with all the required outgoing feeders & their spare feeder for satisfactorily operation of plant.
9	Control Desk	For operating plant from control room.

## Annexure -4

**Detail List of Store Inventory .**

LN O	LFOL	Nomenclature	Specification	Issue Units	Balance on 17.8.21	Unit Rate	Value
024	HGO-B001	BAG POLYESTER FILTER NEEDLE FILTER BAG	3050X125MM ,	NO	299	260	77740
024	HGO-B026	BOLT TOGGLE ADJUSTING	4-254-A15 ,	NO	6	1960	11760
024	HGO-C002	CHAIN	1-60-47 , 215-9 , 8.5"	NO	1	21746	21746
024	HGO-C011	COUPLING PIN BUSH ( AS PER NOTE SHEET OF SR.M.(MECH) DATE-16-12-17 )	NBC-7A ,	SET	1	10325	10325
024	HGO-C015	COVER MAIN BEARING		NO	1	9205	9205
024	HGO-C019	CAP HOUSING BEARING	2-323-16 ,	NO	2	100880	201760
024	HGO-G008	GEAR BOX / GEAR REDUCTION WORM SHAFT MOUNTED ELCON	10.5MM , TYPE 'A' , RATIO-30:1 , WG-5MM , 10-1/2" R30A	NO	1	195437	195437
024	HGO-P003	PANS	1-60-A45 , A-60-45	NO	6	12735	76410
024	HGO-P014	PLATE DRIVING		NO	1	9490	9490
024	HGO-P016	PIN TENSION ROD	4-254-A8 , NPN	NO	6	692	4152
024	HGO-P017	PLUG FUSIBLE WITH O"RING	11&12 ,	NO	1	292	292
024	HGO-P028	PULLEY SNUB / SNUB & BEND PULLEY	56MM DIA , 315X950X1365MM LONG , 315X950X1250 BRG CRS ( 315MM DIA X 950MM FACE WIDTH 56MM DIA EN-8 SHAFTING X1365MM . 50MM DIA BRG & 1250 BRG CRS )	NO	2	13038	26076
024	HGO-P032	PULLEY CI"V" GROOVE	20-1/2 DIA , D-10 , 1-181-9A	NO	1	42000	42000
024	HGO-R004	FIELD FAILURE RELAY	FLR-0.2 TO 0.7 AMP ,	NO	1	5939	5939
024	HGO-R005	ROTARY AIR LOCK WITH GEARED	RUF-200 ,	NO	1	1560	1560
024	HGO-R008	ROD TENSION	4689-U-101 ,	NO	4	1869	7476
024	HGO-S006	SPRING STEEL	4-254-A9 ,	NO	4	9160	36640
024	HGO-S040	SEAL OIL	PN-10 ,	NO	1	615	615
024	HGO-S043	SHAFT ECNTRIC WITH KEY ( AS PER NOTE SHEET OF SR.M.(MECH) DATE-16-12-17 )	1-287-7 ,	NO	1	820050	820050

024	HGO-S045	SPACER CI	4-205-7A , OD-184MM,ID-105MM, ,	NO	4	4390	17560
024	HGO-T001	TIMER	,	NO	1	9986	9986
024	HGO-T003	TRANSFORMER CONTROL	TX2,DATA-123 , 0210301209	NO	1	14716	14716
024	HGO-T004	TOGGLE SEAT	4689-U-10 , 3267-A5	NO	1	15666	15666
024	HGO-V001	VALVE SOL.2W PULSE & PILOT OPERATED DIAPHRAGM	CAT NO-9150B35,SIZE-1-1/2",V-230AC , TEMP-80.C	NO	30	3329	99870
024	HGO-W009	DRIVE WHEEL ASSY	28-B-6 , 1-628-28-6.	NO	2	62302	124604
024	HGO-W011	WASHER LOCK	SKF-W-26 ,	NO	2	367	734
024	HGO-W014	WHEEL FLY ECCENTRIC	1-190-A6 ,	NO	2	7384	14768
024	B004	BREAKER BLOCK	2262-A2 (A-19) ,	NO	25	6010	150250
024	F002	FRAME TOGGLE SEAT	2323-A9 ,	NO	1	40300	40300
024	H001	HAMMER IMPACTOR , ( FRONT OF G-14)	3183-A3 / 3-183-3A	NO	27	3182	85914
024	P004	PLATE CHECK (LH) ( AS PER NOTE SHEET OF SR.M.(MECH) DATE-16-12-17 )	468955-A2 (A-15) ,	NO	2	4277	8554
024	S044	SEAT TOGGLE	3239-A10 ,	NO	1	25305	25305
024	T002	TOGGLE / TOGGLE PLATE 33.5"	3-239-A3,	NO	1	95200	95200
024	HGO-S046	SPACER INTERMEDIATE C.I.IS-210 GR.FG-260-78	4-205-A2	NO	2	3960	7920
024	HGO-R009	ROLLER CARRYING	3-359-24	NO	2		0
024	HGO-R010	ROLLER RETURN	4-344-1 , 4-344-4	NO	1		0
024	HGO-S048	SPACER INTERMEDIATE C.I	4-205-A1 , IS-210 GR FG-260-78	NO	9		0
024	HGO-W017	WASHER LOCK	MB-36	NO	2	260	520
024	HGO-N008	NUT LOCK	KM-36	NO	2	1098	2196
024	HGO-S054	SCREEN CLOTH	2410 MM WIDTH & 1500MM LONG INSIDE CRIMP ON SMALLER , 19MM APERTUR 5MM/6MM WIRE DIA	NO	4	6301	25204
024	P036	PINION 15 TEETH 20 MODULE	3-359-18 , 3-359-A18	NO	1	89800	89800
024	HGO-G010	GEAR SPUR. 90 TEETH MOUDLE 20, GRADE-2	2-115-49A	NO	1	791800	791800
024	HGO-S058	SHAFT PINION	3-61-A-23 , 3-61-23	NO	1	46600	46600
024	S052	SPROCET DRIVE ( AS PER NOTE SHEET OF SR.M.(MECH) DATE-16-12-17 )	2-115-31-B , 2" PITCH , 19TEETH	NO	1	29295	29295

024	HGO-B049	BOLT WITH NYLOC NUT FOR CRIMP PLATE	M-20X165MM	NO	40	185	7400
024	HGO-S060	SHAFT / JACK SHAFT FOR OHE JAW CRUSHER	3-239-30	NO	1	60557	60557
024	HGO-P054	C.I.V. GROOVE PULLEY	3B X 150 MM OD (BORE DIA 55 MM), KEYWAY-16 X 5	NO.	2	3437	6874
064	BC-B007	BELT CONVEYOR ( IN TWO LENGTHS= 87 m x01 no and 76 m x01 no.)	800MM , 5 X 1.5MM , 5X2MM TH.,TYPE-800/4HD, 600/4HD CON TO IS-1891 (PART 1), COVER GRADE M24	M	163	1266	206358
064	BC-B028	BELT CONVEYOR , WIDTH 900 MM, in 02 lengths of 47 mx02 nos.	RATING : 900MM CONV.BELT , 800/4 HD, GRADE: M24	MTR S.	94	1426	134044
064	BC-B029	BELT CONVEYOR, WIDTH : 650 MM, in one length of 86 m	NYLON/NYLON RATING: 650/3HD, GRADE : M 24	MTR S.	86	959	82474
064	BC-I001	IDLER THROUGHING	800MM , 139.7MM DIA , HD-20 DIA,,	NO	66	664	43824
064	BC-I002	IDLER IMPACT	800MM , 150MM DIA , HD-20 DIA, CONVEYOR BELT DIA-155X312MM , 150X312MM	NO	22	1070	23540
064	BC-I004	IDLER RETURN	800MM , 139.7MM DIA , HD-20 DIA,,	NO	18	1566	28188
064	BC-I005	IDLER THROUGHING	650MM , 139.7MM DIA , HD-20 DIA,,	NO	21	705	14805
064	BC-I008	IDLER RETURN	650MM , 139.7MM DIA , HD-20 DIA,,	NO	14	1320	18480
004	GMB167/b167	BEARING SP ROL	SKF-22334 CCJA W33/405, 170X360X120,	NO	2	115724	231448
004	GMB560	BEARING SP ROL.	SKF-23264CACK W33 C4, 23264EIAKMB1C4	NO	2	256819	513638
004	GMB561	BEARING SP ROL.	SKF-23268W-33-C4,,	NO	2	398972	797944
004	GMB730	BEARING SP ROL TAPER BORE (INSURANCE ITEM) ( STV-3/03-04/DT-09-06-03)	23268KW-33-C-4,,	NO	1	584952	584952
004	GMB691	BEARING S. R.	22326 CCK /C3W33, 22326SKMB-C3 , 22326 CK-C3	NO	1	30090	30090
004	GMB773	BEARING	AOH-3264G, AH-3264H	NO	2	79740	159480
						<b>Total</b>	<b>6199531</b>

**Spare Motors ( As is Where is )**

S. No.	Motor	Details
1	Apron Feeder	Kirloskar make DC motor 11KW/15HP, 150-1500rpm, 29Amp, 440Volt, M/c No.-941755-01
2	Jaw Crusher	Kirloskar make Sq cage induction motor 160KW/215HP, 1000rpm, 415VAC, 50Hz, 272Amp, M/c No.-39004271
3	Impector	Kirloskar make slip ring induction motor 160KW/215HP, 1000rpm, 415VAC, 50Hz, 272Amp, M/c No.-20712007-01
4	Crush product Conveyour	Kirloskar make Sq cage induction motor 15KW/20HP, 1500rpm, 415VAC, 50Hz, 272Amp, M/c No.-111223750
5	Crush product Conveyour	Kirloskar make Sq cage induction motor 15KW/20HP, 1500rpm, 415VAC, 50Hz, 272Amp, M/c No.-90PC-167-3
6	Vibrating Screen	Sq cage induction motor 30KW/40HP, 1500rpm, 415VAC, 50Hz, 52Amp, M/c No.-223001
7	Over size/Return Conveyour	CGL make Sq cage induction motor 18.5KW/25HP, 1500rpm, 415VAC, 50Hz, 33Amp, M/c No.- NADK-14007
8	Over size/Return Conveyour	CGL make Sq cage induction motor 18.5KW/25HP, 1500rpm, 415VAC, 50Hz, 33Amp, M/c No.- NADK24-A
9	Stock pile Conveyour	Kirloskar make Sq cage induction motor 15KW/20HP, 1500rpm, 415VAC, 50Hz, 27.5Amp, M/c No.-90PC-167-1
10	Transfer Conveyour	Kirloskar make Sq cage induction motor 9.3KW/12.5HP, 1500rpm, 415VAC, 50Hz, 17.5Amp, M/c No.-89SH944-1
11	Radial drive	ABB make Sq cage induction motor 5.5KW/7.5HP, 1455rpm, 415VAC, 50Hz, 11Amp, M/c No.-1030252
12	Screen feed Conveyour	CGL make Sq cage induction motor 22KW/30HP, 1500rpm, 415VAC, 50Hz, 38Amp, M/c No.- ANE0774



**Mineral Geology& Sieve Analysis:**

**Rockphosphate deposit of Jhamarkotra mines**

Area of Jhamarkotra deposit constitutes a part of Aravalli Super group comprising of meta sediments resting unconformable over Pre-Aravalli Banded gneissic complex consisting of schists, gneisses and granites. Meta-sediments of Jhamarkotra area represent a succession of shallow water geo-synclinal marine sediments deposit during Precambrian period on the basement of Banded Gneissic complex. The sediments show low grade regional metamorphism. The rock phosphate occurs in the form of conspicuous grey irregularly shaped bodies showing concentric algal structure called stromatolite. These are cylindrical bodies growing perpendicular to bedding plane. The phosphorite bed forms an excellent marker bed both for structural and stratigraphic reconstruction. Generally, the phosphate bed is sandwiched in a carbonate sequence comprising of lower and upper impure dolomitic limestone, which shows conspicuous and considerable lateral and vertical facies variation. The phosphate bed in this area could be traced over a strike length of about 16 kms with varying width from 35 meters to few centimeters. However, the average surface width is about 15 meters. The phosphate bed shows large scale thickening and thinning and often pinching out altogether & reappear after some distance. At places, the attitude of the beds including the phosphate horizon changes sharply. The dip of the phosphate bed in general is around 40 degree to 50 degree and at times attains verticality and even overturned. The grade of rock phosphate is mainly governed by the stromatolites as the phosphate is fully restricted to the stromatolites. It is only stromatolites, which bear phosphate and rest of the material including their matrix (dolomite) is free from it. Natural concentration had taken place at different zones of deposit through the process of leaching and chemical weathering resulting into washing out of the matrix portion resulting increase of in-situ density of stromatolites. On account of natural concentration through chemical weathering grade of respective zones are rich having higher P<sub>2</sub>O<sub>5</sub> percentage. In fact, grade of phosphate mainly depends on the extent of leaching and density of stromatolites. Stromatolites are largely fragmented, crushed and pulverized in case of high-grade ore (HGO). At places deformation had also improved the quality of rock phosphate by way of permitting easy percolation of meteoric water & consequent removal of impurities. This can be seen in D & E blocks. While in case of LGO, the stromatolites are well preserved as such and their density per unit area is much less and matrix portion is much more, so concentration of P<sub>2</sub>O<sub>5</sub> is poor. Besides weathering and leaching action, the percentage of stromatolites, type of stromatolites, the geo-synclinal basin, folding, faulting has also affected the grade of ore in the different areas of deposits.

The average specific gravity of: - Overburden/ waste rock/ secondary ore (Mineral Reject) is 2.6 tones per Cubic Meter (Insitu). - High grade ore (HGO) is 2.9 tones per Cubic Meter (In-situ) -Low grade ore (LGO) is 2.8 tones per Cubic Meter (In-situ).

<b>Sieve analysis of Rock phosphate Chips by various screen at NCP crusher of Jhamarkotra Mines</b>		
<b>Size Sieve</b>	<b>Quantity in K.G.</b>	<b>% Quantity</b>
(+)12	0	0
(+)10	0.037	0.0614
(+)8	4	6.639
(+)6	4.7	7.801
(+)4	8.8	14.606
(+)2	16.85	27.967
(-)2	25.863	42.926
Total Wt.	60.25	100
<b>NCP crushing plant (-12)mm Screen</b>		
<b>Size Sieve</b>	<b>Quantity in K.G.</b>	<b>% Quantity</b>
(+)12	2	3.089
(+)10	2.9	4.479
(+)8	4.1	6.332
(+)6	2.9	4.479
(+)4	5.7	8.803
(+)2	12.7	19.614
(-)2	34.45	53.205
Total Wt.	64.75	100.000

(To be typed on Non Judicial Stamp Paper of appropriate value)

**AFFIDAVIT IN SUPPORT OF PF**

TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

Name of Tenderer .....

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

1. That I/We have submitted a tender for.....
2. That I / we have gone through the terms and conditions of the tender document.
3. That the provisions of the Employees Provident Fund & 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. the above tenderer /Co-operative society).
4. That in case during the currency of the contract, I/We come under the purview of the Employees Provident Fund & Miscellaneous Provisions Act-1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

**DEPONENT**  
**(Authorized signatory)**

**VERIFICATION**

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

**DEPONENT**  
**(Authorized signatory)**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a Public sector bank/ICICI/HDFC/Axis bank having its Branch office at Udaipur on appropriate value of non-judicial stamp paper)

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

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

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

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

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

date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC -Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_  
(designation) \_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_ executed at \_\_\_\_\_ this the \_\_ day of \_\_\_\_ 20....

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

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... For procurement of  
..... in response to their Notice Inviting Bids No. ....

Dated ..... I/We hereby declare under Section 7 of Rajasthan Transparency in  
Public Procurement Act, 2012, that:

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

**The designation and address of the Second Appellate Authority is –  
Principal Secretary to the Government of Rajasthan,  
Department of Finance,  
Secretariat,  
Jaipur**

**(1) Filing an appeal**

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

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

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

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



**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

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

7. Prayer:  
.....

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

## **Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

### UNDERTAKING

(On non-judicial stamp paper of appropriate value )

Ref: e- TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

Name of Tenderer.....

I .....S/o .....age.....years, residence of  
.....on behalf of .....(name of tenderer), hereby undertake that:

- (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 organization/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.”
- (9) I/We do hereby declare that I/we are not close relative of any employee of the company (close relative means Father, mother, Brother , sister , son , daughter and spouse) nor any such close relatives are associated with our firm as proprietor/partner/share holder/member/ directors.

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.

**FORM OF BID-SECURING DECLARATION**

**( to be typed on non judicial stamp paper of valuing Rs. 50/- )**

Date:

Bid No.: TENDER NO. RSMM /CO/GGM (CONT)/Cont-11/2021-22/ Dated 07.10.2021

Alternative No.:

To:

We, the undersigned, declare that:

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

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

In the following cases, namely:-

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

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

We understand this bid securing declaration shall expire if:-

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

Signed.:-----

Name :-----

In the capacity of:-----

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

Dated on day of

Corporate seal-----

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