



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

e-TENDER DOCUMENT

FOR

**“REMOVAL OF OVERBURDEN BY DEPLOYING SUITABLE MACHINERIES
AND RAISING OF LIMESTONE LUMPS;
AT
LIMESTONE MINES OF GOTAN DISTT. NAGOUR (RAJASTHAN)”**

e-Tender No. RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014.

Issued by:-
Gr. General Manager (Contracts),
Corporate Office, RSMML, Udaipur – 313001

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

Processing fees : Rs. 1000/-

Date of downloading of Tender: From 09.09.2014 to 08.10.2014 up to 1.00 pm

Last Date of submission of online Tender : 08.10.2014 up to 3.00 pm

Date of Opening of Techno-commercial Part : 09.10.2014 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, Limestone Office ,
8, West Patel Nagar Circuit House Road Jodhpur
342011 Phone: (0291) 2511031, 2516199
Fax: 0291-2511029



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,

Phone : 0294-2803519, 2428763-67, fax 0294-2428768,2428739

Ref. no :-RSMM/CO/ GGM(Cont)/Cont-13/2014-15

Dated: 04.09.2014

DETAILED e-NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Co-operative Societies (registered under Rajasthan Co-operative Society Act, 1965). Other than registered society (Competent & experienced Individual /Firm/Companies) can also participate in this tender provided they are able to form a Registered Co-operative Society before commencement of work:

Brief Description of work	Estimated Annual Quantity	Period of contract	Earnest Money
Removal of overburden and raising of limestone lumps by deploying suitable machineries at Limestone mines of Gotan Distt. Nagaur	4 Lac MT	3 years	Rs. 25.14 Lac
Cost of tender document is Rs.4560/- (inclusive of VAT), payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 09.09.2014 to 08.10.2014 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 08.10.2014 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 09.10.2014 at 3.30 pm at C. O. Udaipur		

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

- Tenderer should have minimum turnover of Rs.314.75 lac in any one of the four preceding financial years i.e 2010-11, 2011-12, 2012-13 & 2013-14 in tenderers own name.

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

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

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

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

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the turnover of partners/members should be considered.

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

Those tenderer &/or proprietor/any partner of Firm /any member of Co-operative society /any director of the company who are either customers of Limestone or handling/liaison/transportation agents of RSMM'S customers of Limestone are not eligible for participating in this tender. Offers received from such tenderers shall be rejected. Further tenderer (Co-operative society & it's any member) will not become handling/liaison/transportation agents of any customers of RSMML for Limestone during currency of the contract in case the work is awarded to them.

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

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

General Manager (Contracts)

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

SECTION-2

DEFINITIONS & INTERPRETATIONS

2.0 DEFINITIONS:

- 2.1.00 "Agent" shall mean the Agent for Limestone Mines at Gotan as notified by the Company.
- 2.1.01 "Approved" shall mean approved in writing.
- 2.1.02 "Applicable Rates" shall mean the rates payable to the Co-operative Society after escalation/ de-escalation of tendered rates due to permissible variation as provided in the tender document for execution of work.
- 2.1.03 "Attested" shall mean attestation of the photocopy of document by Ist Class Magistrate/ Notary Public/ Gazetted Officer.
- 2.1.04 "Company" shall mean the Rajasthan State Mines & Minerals Limited (RSMML) having its Registered Office at 89-90, Lal Kothi Scheme, Janpath, Jaipur (Rajasthan), Corporate office at 4, Meera Marg, Udaipur including its successors in office and permitted assignees or its representative.
- 2.1.05 "Completion Certificate" shall mean the certificate to be issued by the Unit Incharge after the work has been completed to his satisfaction and as per terms of contract.
- 2.1.06 "Contract Period" shall mean the period agreed & allowed for the execution of the work. It also includes the extended period, if any.
- 2.1.07 "Co-operative Society" shall mean the society, registered under Rajasthan Co-operative Society's Act, with Registrar of Co-operative Society or its Regional Office in the State of Rajasthan.
- 2.1.08 "Clause" shall mean the clause and sub clauses of this tender document and/ or agreement etc.
- 2.1.09 "Contractor" shall mean whose tender has been accepted by the Company and shall include his or their, its legal representatives, administrators.
- 2.1.10 "Engineer in Charge"/"Authorised Officer" shall mean an officer of the Company specifically authorized for enforcing the agreement on behalf of the Company.
- 2.1.11 "Finished Product Lumps" shall mean limestone lumps having gray/steel/chemical/white cement grade limestone in the size range of 75 mm to 300 mm within the undersize/ oversize tolerances of ± 10 mm.
- 2.1.12 "Group General Manager" shall mean the Group General Manager of SBU&PC-Limestone of Company so designated or his successors in office.
- 2.1.13 "Group General Manager (Contracts)" shall mean the Group General Manager (Contracts) of Company so designated or his successors in office.
- 2.1.14 "Managing Director" shall mean the Managing Director of RSMML.
- 2.1.15 "Member" shall mean members of Co-operative Society which includes working members as well as statutory members as required under MMR-1961.
- 2.1.16 "Mines Manager" shall mean the Mines Manager so designated for Limestone Mines of Gotan by the Company.

- 2.1.17 "Plans" shall mean all map(s)/Sketch(s)/layout(s)/drawings as are incorporated and/or required from time to time in the work for proper execution of work.
- 2.1.18 "Reject Product": Other than finished product which is rejected during the course of sampling or left out layer of material resulted after the lifting of the finished product from the product stacks yard.
- 2.1.19 "ROM" shall mean Run of Mines.
- 2.1.20 "Statutory obligation(s)" would include the entire obligations which are to be complied with as per the provisions of various existing legislation's applicable to mines/ working areas of those which may come into force during pendency of contract
- 2.1.21 "Unit In-charge" shall mean the Unit In-charge of Limestone Unit at Gotan of Company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.22 "Quarter" shall mean the period of three calendar months.
- 2.1.23 "Shift" shall mean continuous period of eight working hours or any other duration specified by the Company from time to time.
- 2.1.24 "Tendered Rates" or "Work Rates" or "Rate of remuneration" shall mean the rates entered in figures and words in schedule by the tenderer/Co-operative Society and accepted by the Company, as payable to the Co-operative Society for execution and performance of work.
- 2.1.25 "Tender Document" shall mean the document issued by the Company against NIT for submission of offer by the tenderer.
- 2.1.26 "Tender" shall mean the offer submitted by the tenderer against NIT for acceptance by the Company.
- 2.1.27 "Tenderer" shall mean the individual or firm or Company or Co-operative Society who have submitted the offer against this tender.
- 2.1.28 "Work Agreement" shall mean the agreement between the Company and the Co-operative Society for execution of work as envisaged under this tender. The agreement document shall mean collectively signed tender document, plans, Fax of Acceptance /Letter of Acceptance / detailed letter of acceptance, agreement on stamp paper, corrigendum/ addendum to tender document and/or any other documents constituting the tender and acceptance thereof.
- 2.1.29 "Work" shall mean the works or part thereof to be executed in accordance with the work agreement and shall includes all extra, additional, altered and/or substituted work, if any, as required for the purpose of the work agreement.
- 2.1.30 The mining and workmanship, etc. shall mean the relevant Indian standard and the job specification, if any.
- 2.1.31 "Chemical Grade Limestone" shall mean such limestone having following specifications:

CaCo₃ - 94% Minimum. SiO₂ – 2.5 % Maximum. MgO – 1% Maximum.
- 2.1.32 "White Cement Grade Limestone" shall mean such limestone having following specifications:
CaO- 51% Minimum. SiO₂ – 4.0% Maximum. MgO – 1.5% Maximum. Fe₂O₃ – 0.1% Maximum.

- 2.1.33 “Gray Cement Grade Limestone” shall mean such limestone having following specifications
- CaO- 48% Minimum. SiO₂ – 6% Maximum. MgO – 2% Maximum.
Fe₂O₃ – 2% Maximum.**
- 2.1.34 “Specified/ designated/ location/places” shall mean allocated area for specific purpose by the Company from time to time.
- 2.1.35 All headings and marginal notes to the various clauses to the work are solely for the purpose of giving a concise indication and not a summary of the contents thereof.
- 2.1.36 In the work order/tender, unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires.
- 2.1.37 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

2.2 **INTERPRETATIONS:**

- 2.2.1 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.
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of SBU of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.

SECTION-III
INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy 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. The tenderer should acquaint himself fully with relevant factors like stripping ratio, recovery of limestone, physical & chemical characteristics of the limestone, extent of the requirement of drilling, blasting etc. Tenderer is required to read carefully all the sections and annexure of the tender document to understand & satisfy himself regarding the scope of work, terms & conditions of tender, etc. Tenderer should visit the working site and acquaint himself fully with the details like location of working site, place and conditions of working, available infrastructure in the area, climatic conditions, etc. The Company will not accept any claim whatsoever on the ground of ignorance of difficulties/ problems involved in the execution of the tendered work, during or after the period of contract. The tenderer may contact Unit in-charge of Limestone Unit of the Company at Gotan to familiarize with the work including visit to working site. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

3.2 Tender Procedure

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

3.3 Tender Document Fee

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.7 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney 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 of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.12 In case an intending tenderer require any clarification in connection with, or any point covered in the tender documents, they are advised to send their queries/clarifications addressed to the GGM (LS), 8, West Patel Nagar Circuit House Road Jodhpur (Rajasthan) Fax no 0291-2511029, so as to reach him at least seven (7) days before the scheduled date of submission of bid . A copy of this communication should also be endorsed to the tender issuing authority. [Group General Manager (Cont.), Corporate office, Udaipur Fax no 0294-2428768 /2428739.]

- 3.13 The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.14 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/CORRIGENDA

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

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

- 3.22 The tenders shall be submitted online as prescribed above in the tender document. The “*Techno – commercial Bid*” should contain the following:
- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
 - ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gezatted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
 - iii) Copy of PAN card & Service Tax Registration Number.
 - iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
 - v) 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
 - vi) “Exceptions & Deviations statement” to be submitted by the tenderer in form -4 of tender document
 - vii) Tenderer shall submit an undertaking on non-judicial stamp paper of appropriate value to become the members of a Co-operative Society as per format given in tender failing which the offer would not be considered. It is mandatory that proprietor/all the partners (in case of partnership firm) / all the Directors of the Company become the members of the Co-operative society to be constituted to carry out the job as per annexure A of tender document.
 - viii) An undertaking on Non-Judicial Stamp Paper that "We (tenderer their all the partners/directors/members of the society are neither RSMM'S customers of neither Limestone nor handling/liaison/transportation agents of RSMM'S customers of Limestone. Further we (tenderer &all the partners/directors members of the society) shall not become handling/liaison/transportation agents of any customers of RSMML for Limestone during currency of the contract in case the work is awarded to us" has to be submitted as per annexure D of tender.
 - ix) Duly filled form 1,2,3 and 5 of tender document.
 - x) Undertaking/affidavit as per annexure B & G as given in tender document

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

3.24 **PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-5/ BOQ for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS

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

OPENING OF THE TENDER

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

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

EXCEPTIONS AND DEVIATION

3.29 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-04. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY / EARNEST MONEY

3.30 The tenderer must pay Earnest Money as per DNIT in the form of crossed demand draft(having validity of three month) in favour of "RSMML" and drawn on any bank at Udaipur. Original EMD shall be deposited by the tenderer on or before the last date of online submission of tender alongwith other documents." failing which the bid is

liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

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

VALIDITY

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

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

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 3.33 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.
- 3.34 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

EVALUATION OF TECHNO-COMMERCIAL BID

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

NEGOTIATIONS

- 3.39 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 3.40 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 3.41 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

CORRECTION OF ERRORS

- 3.42 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.
- 3.43 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

- 3.44 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.

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

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.46 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").
- 3.47 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.

3.48 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 with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement , whichever is less.

SIGNING OF THE CONTRACT AGREEMENT

- 3.49 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.
- 3.50 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.

RIGHTS OF COMPANY

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

REFUSAL / FAILURE

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

SECTION-4
GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT:

- 4.01 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.
- 4.02 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- In charge whose decision shall be final and binding.
- 4.03 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):

- 4.04 The successful tenderer shall furnish a Security Deposit per the table given below:

Total Contract Value	Rate of Security Deposit (%of total contract value)
For first 50.00 lakhs	10.00%
For next 50.00 lakhs	7.50%
For above one crore	5.00%

- 4.05 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 contract.
- 4.06 The tenderer shall furnish Security Deposit through Demand Draft/ Bank Guarantee in favour of RSMML, Jodhpur, within 30 days of the issuance of such communication of acceptance of tender/ Letter of Acceptance, for due fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the Company from a Public Sector Bank/ICICI/HDFC/Axis Bank having its branch at Jodhpur on non-judicial stamp paper of 0.1% of BG value or Rs. 200/- whichever is higher. No amendments in this format shall be acceptable to the Company. The Bank Guarantee shall be valid for the entire contract and/ or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims/ dues or sums payable as contained herein.
- 4.07 The entire Security Deposit shall be refunded after six months of expiry of contract, provided always that the Co-operative Society has been first paid all the bills including his final bill subject to deduction 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 Co-operative Society and the Co-operative Society has rendered "No Claim and No Dues Certificate", to the Company.
- 4.08 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Co-operative Society either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the

- Company will be at liberty to recover the loss suffered by it from the Co-operative Society.
- 4.09 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.
- 4.10 All compensation or other sums of money payable by the Co-operative Society 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 Co-operative Society from the Company on any account and in the event of such amount being insufficient, the Co-operative Society 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.
- 4.11 In the event of security deposit 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 Co-operative Society. The Co-operative Society shall pay to the Company on demand any balance remaining due.
- 4.12 In case the Bank Guarantee is invoked for any reason (s), the Co-operative Society is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.13 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Co-operative Society 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.
- 4.14 No interest is payable on security deposit amount.
- 4.15 In case of enhancement of quantum of work, due to any reason, the Co-operative Society shall furnish additional security amount. This security will be progressively recovered from the payment due to the Co-operative Society.
- 4.16 In this contract, the Security Deposit shall be furnished by the Co-operative Society only which is registered under Rajasthan Co-operative Society Act.

SUB-LETING OF WORK:

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

CO-OPERATIVE SOCIETY TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS/ EMPLOYEES:

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

TAXES:

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

Service tax is the liability of the contractor and therefore the rate offered for the services as required in tender document will be inclusive of service tax. The present rate of service tax is @12.36 % of the value of service.

- 4.22 **Variation in statutory taxes & duties, levies:** All taxes/ duties/ levies including service tax as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.23 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 Co-operative society, the Co-operative society shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Co-operative society for past and future compensation shall remain unaffected.

- 4.24 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Co-operative society 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 Co-operative society, 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 Co-operative society failing to comply with such requisition the Engineer-In-Charge may remove them at the Co-operative society's expenses or sell them by auction and/or private sale on account of the Co-operative society 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 Co-operative society.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.25 The Co-operative society 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 Co-operative society.

NO CLAIM IF WORK IS ABANDONES OR POSTPONED:

- 4.32 The Co-operative society 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 Co-operative society.

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.

CO-OPERATIVE SOCIETIES OFFICE AT SITE:

- 4.34 The Co-operative society 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:

- 4.35 The Co-operative society and/or his sub-Co-operative society and their employees, at Co-operative society'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 Co-operative society the same shall be enforced by the Engineer-in-Charge at the Co-operative society's expenses.
- 4.36 The Co-operative society shall be responsible for the safety and discipline of his employees in all faces 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.
- 4.37 The Co-operative society 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.
- 4.38 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Co-operative society shall provide toilets for the use of the employees at the work site at his cost.
- 4.39 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 Co-operative society at his cost. The Co-operative society at his cost, as required under the rules, shall

undertake medical check-ups of employees/ persons working with the Co-operative society.

DAMAGE TO PROPERTY:

4.40 The Co-operative society including his sub-Co-operative society/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 Co-operative society and/or his sub-Co-operative society/s, their employees, agents, representative etc.

POWER OF ENTRY:

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

- i. Co-operative society has failed to execute the Contract in conformity with contract document or
- ii. Co-operative society has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or
- iii. Co-operative society has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
- iv. Co-operative society 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. Co-operative society has abandoned the work; or
- vi. Co-operative society 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 Co-operative society's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the Co-operative society as per provisions of contract.

COMPANY MAY DO PART OF WORK:

4.42 Upon failure of the Co-operative society which includes sub-Co-operative society/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 Co-operative society to carry out the work at the risk and cost of the Co-operative society. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Co-operative society, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Co-operative society shall be bound by such decision of the Company.

POWER TO ORDER SUSPENSION OF WORK:

4.43 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the Co-operative society 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 Co-operative society 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 Co-operative society. The Co-operative society shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Co-operative society without prior knowledge and approval of the Company. If the Co-operative society 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 Co-operative society if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider making some 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 Co-operative society.

CHANGE IN CONSTITUTION:

- 4.44 The Co-operative society shall inform the Company at the earliest before any change is made in the constitution of the Firm/ Company or induction or retirement of any of the partners/ directions.

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.45 The Co-operative society shall at his own cost, observe, perform and comply with the provisions of all the Statute & Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work 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 Acts and rules made there under including the following will render the Co-operative society liable to payment of necessary compensation/penalty, as deemed fit by the Company/imposed by the statutory authority.
- 4.26 The Co-operative society 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 Co-operative society further agrees to comply and to secure the compliance by all his sub-Co-operative society/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.
- 4.27 Co-operative society 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 etc or any other civil or criminal court, tribunals by reason of any violation by Co-operative society or his sub Co-operative society/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.
- 4.28 The Co-operative Society shall perform the work in accordance with Rajasthan Co-operative Societies Act and all other applicable codes, statutory and established mining practices. It is agreed and understood by between the parties hereto that the co-

operatives society shall comply with all applicable laws, rules, regulations and by-laws, applicable orders of Hon'ble Court (s) as applicable to mines whether now in force or which may hereinafter come in force during the currency of the work and/or carrying out the work and the work is to be done as per the sound industry practice. The Co-operative Society must carry out the work only through its members and it should not carry out any work through employed labour.

- 4.29 It will be the sole responsibility of the Co-operative society 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 Co-operative society in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Co-operative society's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.30 The Co-operative society 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.
- 4.46 All persons other than his regular employees engaged by the Co-operative society 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 Co-operative society to them.
- 4.47 The Co-operative society 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 Co-operative society shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Co-operative society 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:

- 4.48 The Co-operative society at his cost shall affect insurance for all the Co-operative society's employees and persons engaged in the performance of the contract. If any of the work is sublet the Co-operative society shall require the sub-Co-operative society to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Co-operative society's insurance.
- 4.49 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 Co-operative society, 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 Co-operative society shall be bound by such decision of the Engineer-in-Charge.
- 4.50 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 Co-operative society or any of his

sub-Co-operative society or third party etc and the Co-operative society 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:

- 4.51 Besides the liabilities of the Co-operative society under the “Workmen’s Compensation Act”. Fatal Accident Act, M.V. Act, and “Mines Act” the following shall also apply to the Co-operative society.
- 4.52 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the Co-operative society, the Co-operative society shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Co-operative society 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:

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

SERVICE OF NOTICE ON CO-OPERATIVE SOCIETY:

- 4.54 Any notice hereunder may be served on the Co-operative society or his/its duty authorized representative at the work site or may be served by registered main directly to the address furnished by the Co-operative society. Proof of issue of any such notices shall be conclusive of the fact that the Co-operative society having been duly informed of all contents therein. The Co-operative society shall furnish to the Company, the name, designation and addresses of his/its authorized agent at the work site and for Jodhpur office.

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

- 4.55 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Jodhpur 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.
- 4.56 Notice and communication addressed to the Company shall be valid only if duly signed by the Co-operative society or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.57 If the Co-operative society 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 Co-operative society:
- 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 Co-operative society 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 Co-operative society and the Co-operative society 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 Co-operative society or any part thereof and complete the same through any other agency at the risk and cost of the Co-operative society 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.
- 4.58 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Co-operative society is or are curable or may be cured by the Co-operative society if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Co-operative society to cure the default within such time as may be specified in the notice.
- 4.59 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Co-operative society or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Co-operative society, 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 Co-operative society, as may be deployed/used for the work.
 - (b) The money that may have become due to the Co-operative society 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 Co-operative society and shall be subject to deduction

of all amounts due from the Company to the Co-operative society, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

- 4.60 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the Co-operative society 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 Co-operative society.
- 4.63 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.

INDEMNITY:

- 4.64 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-In-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.65 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.66 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/ Rules applicable on the awarded work to the contractor.

APPEALS

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

DISPUTE, JURISDICTION:

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

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

5.00 APPLICABILITY:

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

5.01 INTRODUCTION:

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

5.02 LOCATION AND ACCESSIBILITY OF SITE:

RSMML is having Limestone Mines near village Gotan Distt. Nagaur Rajasthan. Gotan is located at 90 kms. from Jodhpur on Jodhpur-Jaipur (NW Railway) Railway route . It is also well connected by all weather tar roads from Jodhpur, Jaipur, Ajmer etc.

5.04 LEASE AREA:

The Company is having two lease hold areas namely (i) Basni lease - 20.84 Sq.km; and. (ii) Gotan - I – 9.38 Sq. km; a total of 30.22 Sq. km. The following mines are under operation at these leases.

- (a) Heera Sawai Limestone Mine.
- (b) Dhanappa Limestone Mine.
- (c) Kerli Limestone Mine.
- (d) Paonee Limestone Mine.
- (e) Ganthiya Limestone Mine etc.

The work under this tender will be carried out at the Limestone Mines of Basani lease area i.e. Heera-Sawai mines & Dhanappa mine and Gotan-I lease area of Kerli, Paoni & Ganthiya mine block- The contractor has to work in all the areas without any extra cost or remuneration. The details of the lease area are shown at Annexure- (C). Land classification in each Block is shown at Annexure - (C). Work shall be undertaken in the private as well as government land within lease area.

In general, Limestone in the area occurs as a sedimentary bedded deposit upto a depth of 20 meters in alternate beds of chemical/cement grade. The thickness of the limestone beds is varying 3 to 5 meters in two /three layers separated by interburden of 0.50 to 2 meters of dolomite/chert /marly limestone. The overburden in the area is about 4 to 6 meters consisting of murrum, cherty/dolomitic limestone, etc. The marketing of limestone is being done in lumps of size ranges from 75 mm to 300 mm.

Tenderer are, however, advised to visit the site before submission the offer, to get acquainted with exact formation of Limestone in all the mines at Gotan & nature & behaviour of the rock type & its surrounding. Company will not entertain any claim

later on the grounds of ignorance of nature of deposit or varying stripping ratio. The limestone bearing area is mostly occupied by the private cultivators.

5.05 PRE-QUALIFICATION CRITERIA:

5.05.1 Tenderer shall be pre-qualified on the basis of the following criteria:

- i) Tenderer should have minimum turnover of Rs.314.75 lac in any one of the four preceding financial years i.e 2010-11, 2011-12, 2012-13 & 2013-14 in tenderers own name.

5.05.2 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.

5.05.3 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.

5.05.4 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.

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

5.05.6 It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

5.05.7 Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the turnover of partners/members should be considered.

5.05.8 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.

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

5.05.10 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.

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

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

- a) that tenderer has 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) that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

5.06 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

- 5.06.1 The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder.
- 5.06.2 For deriving the lowest bidder NPV of the total contract value over the period of contract shall form the criteria. The period of contract for the purpose of deriving lowest bid shall be taken as 3 years. The tenderer with the lowest calculated rates of the price bid for the total tendered work so derived as per the formula given below, shall be considered as the successful tenderer i.e. L-1 tenderer.

Formula

Total Contract value = NPV of (R1,R2, R3)

Where

NPV = Net Present Value (Discounting factor @10%)

R1= Total Contract value for first year (Annual tendered quantity in MT x quoted rate PMT for first year)

R2= Total Contract value for Second year (Annual tendered quantity in MT x quoted rate PMT for second year) x Discounted factor (0.90)

R3= Total Contract value for third year (Annual tendered quantity in MT x quoted PMT rate for third year) x Discounted factor (0.81)

Example:

In an assumed year wise quoted rated the total contract value will be calculated as below:-

Year	Year wise quoted rate PMT (to be quoted by the bidder) (A)	Annual tendered quantity (B)	Total annual Contract Value (C)	Multiplying factor (D)	NPV in Rs. E=C x D
First year	Rs. 50/- PMT	4.00 lac MT	200 lac	1	2,00,00,000 (R1)
Second year	Rs. 48/-PMT	4.00 lac MT	192 lac	0.90	1,72,80,000 (R2)
Third year	Rs. 46/-PMT	4.00 lac MT	184 lac	0.81	1,49,04,000 (R3)
Total Contract value = NPV of (R1,R2, R3)					5,21,84,000

- 5.06.3 In case the tenderer omits in quoting the rates. Then the lowest quoted rates of any year will be treated as the quoted rates for such omitted rates

5.07 PRICE NEGOTIATION:

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

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

5.08 QUANTITY & PERIOD OF CONTRACT:

- 5.08.1 Quantum of work envisaged under this contract is **4.00 Lacs MT per annum finished saleable limestone lumps in the size range of 75 mm to 300 mm. Around 80 % of annual production shall be carried out from Basani Mining lease area & remaining production shall be from the mine blocks of Gotan-I mining lease area. This ratio is only indicative & can be varied depending upon the market demand from the area.**
- 5.08.2 Period of contract shall be three (3) years from the date of issuance of Letter of Acceptance (LOA).
- 5.08.3 In the event of the award of the contract, the society shall have to commence the work within 30 days from the date of issue of Letter of Acceptance (LOA). In case of failure to commence the work &/or form the co-operative society within the stipulated period, the company shall have absolute discretion to withdraw the letter of Acceptance and forfeit the earnest money deposit (EMD) &/or security deposit (SD).

5.09 SCOPE OF WORK:

The scope of work generally shall include but not limited to following:-

- 5.09.1 Removal & dumping of Over burden (OB)/ Interburden /waste material etc. within 1.50 Km radius from mine pit, by means of drilling & blasting & by deploying suitable machinery like Hydraulic excavators (Min.0.9 M3 capacity with back hoe attachment), dumpers (Min. 9-10 MT capacity), drilling machine (Min. 100 mm dia) with compressor/s etc so as to expose successive benches of limestone for mining of Limestone. The contractor has to deploy sufficient & adequate capacity fleet of equipment to ensure the targeted annual production.
- 5.09.2 Extraction of limestone from benches so exposed with the help of jack hammer drilling & blasting (with minimum fine generations) for ROM production of limestone.
- 5.09.3 The ROM limestone so produced shall be subjected for sorting and breaking into size range of 75 mm to 300 mm (lumps) by manual means & stacking at pit head for onward despatches to the parties.
- 5.09.4 The Co-operative Society shall not be required to undertake loading of finished product of limestone lumps at mines for onwards despatches to customers.
- 5.09.5 In order to produce Limestone lumps of requisite grade as mentioned elsewhere in the tender document and at sub clause 5.09.3 of this clause, the Co-operative Society is required to engage sufficient number of manpower to meet job requirement & to ensure the targeted annual production.
- 5.09.6 The surface right of the private land shall have to be undertaken by the Co-operative Society on behalf of the company to carry out the mining operation as per job requirement.
- 5.09.7 Construction of access /mine approach road for mine pit/ OB dump yard etc, its maintenance & water sprinkling as per the requirement.

- 5.09.8 Plantation of trees at and around OB dump yard @ 1500 plants /annum & its regular maintenance with a survival rate of 70%. In case of shortfall, the contractor is require to replenish the plant.

5.10 SCHEME OF WORK

- 5.10.1 Looking to the nature of the limestone deposition & its mode of occurrences in the area, mining operations shall be carried out by multiple benches opencast semi-mechanised method of mining using heavy earth moving machineries with deep hole blasting in OB bench. The height & the width of each bench in OB & ore (limestone) shall be as per the MMR-1961. Mining faces are required to be maintained & developed as per the DGMS guidelines under MMR-1961.
- 5.10.2 Removal of Over-burden/ Inter-burden/ waste material etc by deploying suitable machinery like Hydraulic excavators, dumpers, drill machines etc. so as to expose successive benches of limestone beds
- 5.10.3 Dumping of OB/IB/Waste material up to a distance of 1.50 km.(indicative distance only) from respective mine pit and
- 5.10.4 Raising of limestone so exposed with the help of jack hammer drilling & blasting (with minimum fine generations) for ROM production of limestone followed by manual sorting, braking & stacking of marketable grade limestone lumps from ROM limestone in minimum 75 mm and maximum 300 mm size from the benches exposed as above and stacking of such raised limestone lumps at a place nearby to the face at mines of Limestone. The contractor shall not be required to undertake loading of limestone at mines for despatches to customers. The overall stripping ratio of ore to OB is 1:1.1 to 1:2.0. The stripping ratio is indicative only & company doesn't guarantee the actual ratio, the same may vary place to place during actual mining operations. The tenderers are advised to get him acquainted with exact formation of limestone by visiting the site. No claim will be entertain by the company on the ground of stripping ratio being higher than what has been mentioned above.

NOTE:

- (i) The work of raising of Limestone will be done in all / any of the mines in the leasehold area(s) or part thereof and as per the direction of the SBU Head (Limestone)/ Unit Incharge, Gotan. As majority of the proposed area for working at Limestone Mines falls under private cultivable Land therefore tenderers are advised to quote the rate(s) for aforesaid mines accordingly, no extra payment of compensation for acquisition of surface rights of the land will be given by the Company to the Society (i.e. Contractor).
- (ii) The Co-operative Society may at its discretion, remove overburden and limestone available in overburden bench in one lot and then sort it out at OB dumping yard. However, no extra cost/ remuneration shall be payable by the Company for adopting this system or for transporting limestone to OB dumping yard. At the same time Co-operative Society shall have to ensure that no useable/marketable material is allowed to contaminate or waste in OB or otherwise.
- (iii) The scope of work also includes works mentioned in special terms and conditions of this tender document.
- (iv) The scope of work has been broadly defined in the tender document but any/ all incidental or contingent works required for the performance of above works shall be done by the Co-operative Society (i.e. contractor) at its own cost and expenses and the same would not qualify for any extra payment.
- (v) The Co-operative Society should be acquainted itself fully with relevant factors like stripping ratio, recovery of limestone, physical characteristics of the limestone, extent of the requirement of drilling, blasting, conditions by visiting site of working including availability of infrastructure facilities at site etc. and quote its rates

accordingly. The quoted rates & accepted by company will be taken as final, as per scope of work and working conditions at site. The Company will not thereafter accept any claim due to ignorance of these or any other factors during the currency of the contract.

- (vi) The work mentioned above shall have to be performed by the members of such Co-operative Society only which is registered under the Rajasthan Co-operative Society Act, and the Society shall adhere to perform work in accordance with the Rajasthan Co-operative Societies Act. Any person who is not a member of Co-operative Society shall not be employed for the above work as it is prohibited under the Contract Labours (Regulation and Abolition) Act, 1970 (As amended from time to time).
- (vii) Payment shall be made only for the portion of work done i.e. finished product lumps despatched from the stockyard of finished limestone lumps produced by the Co-operative Society during the entire contract period. The loading of saleable limestone lumps at pit-head shall be arranged by Company for despatches to customers.
- (viii) The mine developmental work shall be maintained and kept in advanced with a view to get at least one month of targeted production. However, due care should be taken at the time of expiry of contract period so as no additional development work is kept remain. No payment shall be made to the co-operative society on account of any additional developmental work at the time of expiry of contract period.
- (ix) The offered rates will remain firm & fixed and no escalation/de-escalation shall be provided under the contract except as provided in the tender document.

5.11 REMOVAL OF OVERBURDEN/ INTERBURDEN/ WASTE MATERIAL

- 5.11.1 All preparatory work shall have to be undertaken by the Co-operative Society, which also includes removal of waste material/ interburden/ overburden and transportation & dumping or backfilling & leveling in the exhausted pit to a maximum distance of 1.5 km. (indicative only) or as per working plan provided by the Company.
- 5.11.2 The overburden/ interburden/ waste material and the bye products (if any) shall be the property of the Company and the Co-operative Society will have no claim whatsoever over it. Bye products shall have to be stacked at a distance of 1.00 km. separately by the Co-operative Society as per instructions of the authorized representative of the Company and no separate payment will be made for such stacking.
- 5.11.3 Machines may have to be shifted from one face to another as per work requirement / instructions of engineer in-charge, which is deemed as an integral part of the contract.
- 5.11.4 The overburden bench shall be kept sufficiently advanced so as to expose mineral benches all the times. The width of O/B bench shall not be less than the height of the bench.
- 5.11.5 The overburden should continuously be removed in adequate quantity all the time so as to ensure production of targeted quantity of limestone. The contractor should undertake the mining activity in such a way that at any given point of time sufficient exposed mineral is available for mining out and its sale.

5.12 LIMESTONE EXCAVATION

- 5.12.1 Overburden/ Interburden/waste material shall be properly removed up to the satisfaction of the Company's Mines Manager/Engineer incharge before extracting limestone from any bench.

- 5.12.2 Excavation of limestone upto full depth shall be done in one or more benches as per provisions of the Metalliferrous Mines Regulation, 1961. Height of individual bench cannot be more than 6 meters.
- 5.12.3 No back filling of overburden/ interburden/ waste material in pits shall be permitted unless asked to do so in writing by the Mines Manager/Engineer incharge.
- 5.12.4 The Co-operative Society will maintain the quality of limestone intact as available insitu and shall not be allowed to mix up chert, dolomitic limestone, chalky limestone, clay and other undesired material at face. No dilution shall be permitted and Society will have to take requisite steps. Any negligence on this account can be treated as breach of contract and the Company will be free to take any action as per the provision of the contract.
- 5.12.5 The Co-operative Society may require to undertake sorting of ROM limestone to ensure the desired level of limestone quality, for which no extra payment will be made. The Co-operative Society shall have to produce Steel, Chemical, Gray and White Cement Grade Limestone lumps as per the directions of the Unit Incharge/ Engineer Incharge and would ensure that chemical analysis of limestone produced conforms to the specifications prescribed in the tender document and no dilution in the grade is made due to their negligence. The Company will not make any payment for sub grade limestone produced by the Co-operative Society and such sub-grade limestone shall be the property of the Company.
- 5.12.6 The Co-operative Society will have to maintain a **stock of 2,000 MT** of limestone finished product lumps in the mines at all the times for pre-dispatch sampling and quality control purposes.

5.13 DUST SUPPRESSION

The Co-operative society shall have to take effective measures at its own cost and expenses for suppression of dust generated during the process of drilling, blasting, loading, unloading, transportation etc. in the working areas and on the haulage roads, by means of water sprinkling, wet drilling, water spraying or any other suitable method, etc. so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961/Air (Prevention & Control of Pollution) Act 1981 and/ or stipulations of MOEF/ Central/ State Pollution Control Board. For this purpose, the Co-operative Society will ensure that all dust generation points in the plant are fully enclosed and so designed and operated so as to ensure dust concentration in air within the limits prescribed under MMR 1961. Similarly, at the various dust generating points in the mines and haulage roads, the Co-operative Society shall take effective dust suppression measures including adequate water spraying by water sprinkler. For this purpose the Co-operative Society may bore its own tube wells or make other necessary arrangements for adequate supply of water. Non-availability of water for dust suppression will not be an excuse for non-compliance of this clause. In case of failures of the Co-operative society to ensure dust suppression as required above, the Company may make such arrangements for dust suppression at risk and cost of Co-operative Society, apart from taking other actions as per the contract.

5.14 SORTING, BREAKING, STACKING ETC. OF PRODUCT(S) / BY-PRODUCT(S).

The Co-operative Society shall be responsible for sorting, breaking and stacking of product limestone lumps at pit head for onward loading & dispatch arranged by the company.

5.15 WORKING AREA & WORKINGS

- 5.15.1 A key plan showing the lease area of Gotan-I/Basani Limestone mine, Limestone Unit, Gotan is enclosed for ready reference at Annexure (C). The work can be carried out in ~~any~~ of the leasehold area(s) shown in the key plan as per requirement of the Unit In charge.
- 5.15.2 The work shall have to be carried out strictly as per the working plans provided by Unit In charge, Gotan at the time of commencement of work. The Company at its discretion to meet exigency of work or to suit conditions revealed during actual operations can do modifications in these working plans.
- 5.15.3 Specified working area will be allotted, in writing by the authorised representative of the Company before commencement of the awarded work and the Co-operative Society shall restrict the working according to the working drawings within such allotted area only. The work done beyond specified working area may not be considered for payment to the Co-operative Society
- 5.15.4 It will be at the discretion of the Company to withdraw the specified working area allotted to the Co-operative Society at any time without assigning any reason whatsoever and alternative area may be given if considered necessary by the Company. No compensation would be payable to the Co-operative Society for damages, expenses, etc., that may arise out of the aforesaid change of the working area except the cost of overburden already removed and not utilized. In the above event in case there is any loss of production solely attributable to this reason, then no compensation for short fall in production for such quantity shall be charged.
- 5.15.5 The overburden shall be stacked in a limited space as specified by the Company. Initial overburden shall be dumped over the earmarked O. B. dump area. Such initial O. B. dumps would also be leveled to accommodate additional overburden layers. The Society shall have to bear the cost of stacking of overburden including cost of leveling, making ramp etc.
- 5.15.6 The height, width & slope of benches as also the width & gradient of haul roads shall be as per provision of MMR-1961, which shall be communicated to the Co-operative Society from time to time. Any change in these parameters as required by DGMS shall have to be carried out by the Co-operative Society at no extra cost to the Company.
- 5.15.7 The Co-operative Society shall have to fence the mining area by using waste material as per provisions of Regulations 115 & 177 of MMR-1961 and in the manner as directed by the Company, at its own cost & expenses including the cost of material etc. The Society can however use OB/ IB/ waste material for this purpose.
- 5.15.8 Any changes in the height and width of benches, width & gradient of roads, height of dump yards etc. as directed by the statutory authorities will have to be implemented by the Co-operative Society, for which no extra payments / charges shall be payable to the Co-operative Society.
- 5.15.9 The rates quoted should include all leads, lifts & depths as per the working drawing and as per the terms & conditions of this tender.
- 5.15.10 The Co-operative Society may work in daylight hours only and the Company will provide statutory supervision accordingly.

5.16 DRILLING & BLASTING

- 5.16.1 Drilling of the blast - holes shall be done by the Co-operative Society at its own cost & expenses. The design & layout of the blast holes and pattern of blasting shall be done by the Co-operative society with the approval of Engineer In charge.
- 5.16.2 The Company shall arrange the explosives, blasting accessories on free of cost to the Co-operative Society up to the powder factor ceiling of 0.30 Kg of explosive

- per MT of dispatched finished product of limestone lumps on quarterly basis and will conduct the blasting for the Co-operative Society at his risk whenever required.
- 5.16.3 The Company shall procure/ stock & arrange for the transportation of explosives and blasting accessories, blasters to the blasting site and will conduct the blasting.
- 5.16.4 The rate quoted by the Co-operative Society for this work shall be excluding the cost of blasting i.e. the cost of explosives and its accessories (up to the charge factor ceiling as mentioned above), storage, transportation etc. or otherwise.
- 5.16.5 The cost of explosives quantities consumed by the Company for & on behalf of the Co-operative Society in excess of the charge factor ceiling as mentioned above will be recovered from the bills of the Co-operative Society. The reconciliation of actual charge factor as against the prescribed charge factor ceiling as mentioned above will be carried out on quarterly basis considering the actual quantity of explosives consumed and total production during respective quarter.
- 5.16.6 The recoveries for the quantity of explosives in excess of the charge factor ceiling as mentioned above shall be made on quarterly basis from the running account bills of the Co-operative Society based on rates prevailing in respective quarter, inclusive of taxes, duties, freight etc.

Steps for calculation of such recoveries shall be as under:

Step 1. Calculation of weighted rate of explosives Rs. / Kg.

The rate of the explosives in Rupees/ Kg for the respective quarter shall be the weighted average calculated on the monthly basis for the quantities of explosives (Explosive Class II and Ammonium Nitrate Fuel Oil) used during the respective month by taking into consideration the rates of the explosives prevailing on the last day of the month. For computation of chargeable rate of explosive, full rate of applicable sales tax shall be taken.

Step 2. Calculation of total excess quantity of explosives

$$EQE = TE - \{QP \times 0.30\}$$

Where:

- EQE : Excess Quantity of Explosives in Kg.
 TE : Total Quantity of explosives used during the quarter in Kg.
 QP : Dispatch of Finished Product lumps during the quarter in Tonnes.

Step 3. Calculation of amount to be recovered from Co-operative Society

$$RA = (EQE \times \text{weighted average rate of explosives as Step 1})$$

Where:

RA: Recoverable Amount on account of explosives in Rs.

Note: For calculating charge factor ceiling, consumption of detonating fuse, safety fuse, electric/ special ordinary detonators & cord relay shall not be included. However, if excess quantity of explosive is consumed in any quarter then cost of detonating fuse, safety fuse, electric/ special ordinary detonators & cord relay for excess quantity shall also be taken care off.

- (i) The Company reserves the right to change the quality of explosive, ammonium nitrate and accessories, if it becomes necessary, without any prior consent of the Co-operative Society.
- (ii) The Company shall undertake explosive charging and other blasting works. However, helpers shall have to be provided by the Co-operative Society at its own cost & expenses.
- (iii) Arrangement for secondary/ muffle blasting, if necessary, may have to be done by the Co-operative Society for which no extra payment shall be made by the Company.
- (iv) The Co-operative Society shall ensure that all persons within a radius of 500 meters from the place of blasting shall have taken proper shelter, apart from giving sufficient warning over the entire zone.
- (v) During the drilling of blast holes, the Co-operative Society shall use dust extractors and practice wet drilling (Including in-built wet drilling system) to ensure effective suppression of the dust generated during drilling. For wet drilling, the Co-operative Society will make its own arrangements for getting water at its own cost.
- (vi) Blasting in O.B. / I.B. and ore benches shall be done separately.

5.17 MEASUREMENT, WEIGHMENT ETC.

Weight of finished product of limestone lumps as recorded at the specified weighbridge of the Company and/ or other notified weighbridge shall be taken & treated as final for the purpose of this contract. The weighment charges at notified weighbridge will be borne by Company & no charges will be levied on the contractor for weighment on the W.B. of the company.

5.18 RESOURCES, FACILITIES ETC.

- 5.18.1 The Co-operative Society will have to bring and deploy requisite machinery (like excavators, dumpers, wagon drills/ jack hammer drills with matching air compressors, bull-dozers, road graders, water sprinkling tankers, dust-extractors, etc. etc.), working members, tools, tackles, equipments, etc. required to execute the contract at its own cost and to the entire satisfaction of the Company.
- 5.18.2 The Co-operative Society shall make its own arrangements at its own cost for facilities like diesel generating sets, diesel, fuel, lubricants, compressed air, water etc. required for satisfactory execution of the contract,
- 5.18.3 The Co-operative Society shall be responsible at its cost & expenses for Drilling, blasting, transport, loading-unloading, measurement, and any other matter connected with the allotted work.
- 5.18.4 The Co-operative Society shall have to secure surface rights for land needed for all works related to this contract including land for mining and O.B. dumping, approach road, haul road, etc. at its cost & expenses before commencement of work to the area earmarked for it, wherever required and no claim on account of non availability of surface rights shall be entertained by the Company. Wherever feasible, the company may extend necessary help to the contractor to secure surface rights.

5.19 INCIDENTAL & CONTINGENT WORKS

The Co-operative Society will have to make its own arrangements for all incidental or contingent works related to the contracted work at its own cost & expenses and the same shall not qualify for any extra payment. The Co-operative Society shall be responsible for evacuation of water from mining area if submerged during the rainy season at its own cost.

5.20 QUALITY OF PRODUCTS, SERVICES ETC.

- 5.20.1 The Company will have the absolute right to reject the whole or part of any stock of materials, if in the opinion of the Company; it is found to contain substandard quality of materials. Such rejected materials shall be the property of the Company and Co-operative Society shall not have any claim over any such rejected materials. A representative of Co-operative Society shall be associated for ascertaining quality of material.
- 5.20.2 The Co-operative Society shall remove/ raise/ excavate/ break/ sort and/ or stacked to load the particular material as specified after taking prior permission in writing from the Unit In-charge/officer-in charge of the Company as authorised representative. In case, any wrong material is raised / excavated / broken / sorted and / or loaded to the wrong consignee or destination, the Co-operative Society shall be responsible for any loss caused to the Company and it shall have to bear all such losses, including the cost of material, freight charges and any other claim.

5.21 SECURITY & WATCH AND WARD

- 5.21.1 The Co-operative Society shall be responsible under the contract for safety, security, watch & ward etc of its man, machinery & other assets and that of the Company's properties under the possession of the Co-operative Society including stocks of mineral & mineral products produced by Co-operative Society.
- 5.21.2 The Company shall carry out physical verification of the stocks of mineral & mineral products & other properties of the Company in possession of the Co-operative Society. The Company will carry out such physical verification on monthly basis or such frequency as decided by the Company. The Co-operative Society shall have option to associate its representatives during such physical verifications. The results of such physical verification shall be binding on the Co-operative Society.

5.22 COMPENSATION IN SHORT FALL IN TARGETED QUANTITY

- 5.22.1 In case the Co-operative Society fails to commence the work within the stipulated period, the Company shall be entitled to recover the following pre-determined and agreed compensation from the Co-operative Society:
- 5.22.2 In case of delay in commencing the work within 30 days from the date of DLOA, the company shall recover a predetermined and agreed compensation @ 0.5% of the annual contract value on fort nightly basis from the contractor. In the event the compensation exceeds 2.0% of annual contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company
- 5.22.3 If the Co-operative Society fails to commence the production of sale-able product within 60 (sixty) days from the date of issue of the letter of acceptance, in such an eventuality, it may be treated as breach of the contract and the security of the Co-operative Society shall be treated as forfeited. No prior notice shall be given to the Co-operative Society for such forfeiture of security money.
- 5.22.4 The Company will provide the production targets of the finished product of Limestone lumps on quarterly basis. In case, the quarterly targets are not given in writing to the Co-operative Society then the targets shall be assumed one-fourth of the annual targeted quantity as mentioned in the contract or any other specified annual quantity given to the Co-operative Society in writing during the pendency of contract. The Co-operative Society will have to handle the mineral in accordance

with these targets. In case the Co-operative Society fails to achieve the quarterly target, an agreed compensation @ 20% of remuneration on the actual short fall quantity will be retained. The Society if however, make up the short fall in the immediate next quarter, the compensation so retained will be refunded. Quantum of compensation shall be calculated considering the applicable rate on the last day of the particular quarter for which shortfall pertains multiplied by the actual short fall quantity of that quarter. The compensation so imposed will be recovered by way of deduction from the bills payable to the Co-operative Society or any other amount due to the Co-operative Society. However, payment for excess quantity for make up of shortfall shall be admissible on the applicable rate for that particular quarter or rates of previous quarter whichever is lower.

- 5.22.5 Failure of the Co-operative Society to work as per scheduled targets consistently will entitle the Company to get the work done by making alternative arrangements at the risk and cost of the Co-operative Society and to recover from it the full difference of cost of making such alternative arrangements.
- 5.22.6 The compensation would be applicable on the scheduled quantity as per Clause 5.08.1 or the rescheduled quantity as intimated by the company in writing in advance.

5.23 DETERMINATION OF VARIOUS PARAMETERS

- 5.23.1 For the purpose of this contract, the determination of following parameters as done by the Engineer In Charge or its authorized representatives shall be taken & treated as final and shall be binding on the Co-operative Society.
- 5.23.2 Chemical & Physical analysis of minerals, overburden, inter burden, etc., to determine purities/ grade of ore/ mineral etc., and also to classify any material as OB/ IB/ Waste material/ fines.
- 5.23.3 Measurement and calculation of excavation volume, if required.
- 5.23.4 Size determination of the mineral products like lumps or any other size within specified size range, etc. including percentage of oversized & undersized material.
- 5.23.5 Weight of material despatched in trucks as determined at Company's weighbridge/ any other weigh bridge notified by the Company.
- 5.23.6 Any other parameter, whose, determination may be required in terms of this contract.
- 5.23.7 The Co-operative Society, if it so desires can associate its representatives, during the determination of these parameters by the Company.

5.24 MISCELLANEOUS LIABILITIES

The Co-operative Society shall be responsible for making all arrangements at its cost and expenses for:-

- (i) Suitable accommodation for its working members.
- (ii) Drinking water, medicines, and medical aid for the working members
- (iii) Safety and discipline of the working members.
- (iv) Providing helmets, safety boots, ear muffs, dust masks, safety goggles, safety belts and other protective equipments as may be/ are required under the law and as may be directed by the Company from time to time, to the working members.

The Company shall not be in any manner responsible for any or part of the above obligations of the Co-operative Society. If the Company, on the above items, incurred any expenditure, then the Company would make recovery of the same from the Co-operative Society's bills/ security deposit.

5.25 VOCATIONAL TRAINING

Working members of Co-operative Society in mines shall have to undergo a course of vocational training as per provisions of the Mines Vocational Training Rules, 1966. The Company shall impart such Vocational Training & shall not charge any amount from the Co-operative Society for imparting such vocational training to its members. However, the Co-operative Society shall have to make available the working members for attending such vocational training as per schedule as & when intimated by the Company.

5.26 EQUIPMENT, MATERIALS AND WORKSHOP

- 5.26.1 The Co-operative Society shall provide and deploy adequate number of equipment and ancillary machines in proper working conditions for completion of the work in stipulated time schedule.
- 5.26.2 The Co-operative Society shall have to make its own arrangements for workshop and other support facilities for maintenance and upkeep of machinery and equipment and safe execution of the works.
- 5.26.3 During the entire period of work, the Co-operative Society shall always maintain a stock of the necessary spares consumable and other materials on its own cost so as to avoid any disruption of work.
- 5.26.4 The Co-operative Society shall provide all protective equipment and safety appliances and comply with all relevant provisions under Mines Act, 1952, Mines Rules 1955 and Metalliferous Mines Regulation 1961.
- 5.26.5 The Co-operative Society shall depute its authorised representative and it shall be the duty of representative so authorised to call on at the office of Agent or the Mines Manager or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain daily schedule of work and day to day instructions of this regard. The Co-operative Society shall ensure full compliance of such instructions.
- 5.26.6 The Co-operative Society shall execute the work truly and faithfully to the full satisfaction of Company. The Co-operative Society shall take all precautions and adequate steps to avoid any pilferage, wastage, and damage to limestone in the course of mining, sorting, breaking and/or its proper stacking for further loading.
- 5.26.7 The Co-operative Society shall give three days prior intimation in writing to the Unit In-charge/Officer In-charge of the Company & take prior approval of the Company before commencing regular maintenance or general overhauling of its machines. The contractor will, however, ensure the fulfillment of the production targets, as detailed elsewhere in the document.
- 5.26.8 If the machines are required to be taken out for major overhauling, then before taking out the machines for such overhauling, the Co-operative Society shall maintain sufficient stock of mineral so that normal/usual despatches can be maintained uninterrupted during the period in which the machines are taken out for major overhauling. Such machines shall be got overhauled by the Co-operative Society within minimum possible time. In case, the Co-operative Society is not able to build up sufficient stock of mineral for maintaining normal/ usual despatches regularly during the period in which the machines remain out for overhauling or the overhauling of machine is unduly delayed, then, the Company shall have the right to get the work done by other means at the cost and expense of the Co-operative Society and the Co-operative Society shall also be subjected pay compensation, as stipulated in the tender document..
- 5.26.9 If the machines/ equipments, deployed by the Co-operative Society, cause any accident or injury or death to any person working in the mines or elsewhere or

cause any damage to any property, then it will be the responsibility of the Co-operative Society to bear all sort of compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/ injury/ damage and actual repairing charges for rectifying such damages.

- 5.26.10 The Co-operative Society shall have to maintain its machines in a proper state of working so as to minimize the risk of accident/ fire. Any directions given by the Company with a view to enhancing the safety of the persons working on or near the machines or to minimize chances of fire, shall have to be implemented by the contractor promptly, failing which the Company may stop operation of such machinery till these instructions are carried out.
- 5.26.11 Every HEMM like excavators, tippers, dumpers, front-end loaders etc. deployed for the contractual work by the Co-operative Society shall be fitted with an automatic fire-fighting extinguisher of a type approved by the DGMS. The Company may not allow deployment of any HEMM, which is not fitted with such an automatic fire extinguisher in proper working order.
- 5.26.12 Every vehicle like dumper, tipper, truck etc. deployed for the contracted work by the Co-operative Society shall be fitted with an audio-visual alarm, which shall give continuous audio-visual warning during the period the vehicle is operated in reverse gear. The Company shall not allow operation of any vehicle in the mines, which is not fitted with such an audio-visual alarm in proper working order.
- 5.26.13 Every trolley attached with a tractor and deployed in the mines shall be “four wheeled type” and every such trolley shall have a separate braking system, which shall act upon the wheels of such trolley.
- 5.26.14 The noise level of any machine (as measured inside the operator’s cab or in nearby areas) shall not exceed the standard prescribed in the MMR 1961 and/ or stipulations of MOEF/ Central/ State Pollution Control Board. The Company may stop operation of any machine, whose noise level is more than the above-prescribed limit.
- 5.26.15 The Co-operative Society shall provide various equipments/ safety gadgets etc. as required for safety of the man and material and other statutory provisions at its own cost.

5.27 QUALITY

- 5.27.1 The Co-operative Society shall stack only such material as is specified by the representative of the Company for the purpose of sale of limestone. The loading shall be arranged by company but Co-operative Society should ensure that only that material is loaded from the approved stacked which is specified by the Engineer In charge.
- 5.27.2 The undersize and/or oversize in the finished product should not be more than 3%.

5.28 ASSIGNMENT & ADDITIONAL CONTRACTS

The Co-operative Society shall not, at any time, assign or sublet this contract or any part thereof to any other agency.

5.29 RECORDS, REGISTERS, ETC.

The Co-operative Society shall have to ensure that its supervisory members maintains all records, registers, details etc., as required by the Company and/ or

under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the Company and/ or its authorised representative at such place & time as may be directed.

5.30 TERMS OF PAYMENT (BILLING):

- 5.30.1 The Co-operative Society shall submit monthly bills in triplicate to Mine Manager/Engineer In-charge on the basis of dispatch of limestone lumps (finished product) ex-mine during the month concerned. The quantity so dispatched in the month concerned alone shall be included in the bill. The bill should be verified by the Mine Manager/ Engineer Incharge of the Company and supported by the date-wise monthly loading statements.
- 5.30.2 The Co-operative Society will be eligible to receive its remuneration from the Company within 15 days of receipt of their monthly bill (triplicate) in respect of the complete work done as per details given in the tender document /DLOA/ agreement. The basis of payment shall be the dispatches during the respective month from the stockyard of finished product of limestone Lumps (+ 75 mm to - 300 mm) so produced by the contractor and as recorded at either Company's weigh bridge or weigh bridge notified by the Company. The weights recorded in the weighment slip of the specified weighbridge shall only be considered for determination of quantity dispatched. No advance payment shall be made on whatsoever ground.
- 5.30.3 Any dispute regarding acceptance of payment of bills will be discussed mutually and decision of the company shall be final. The Co-operative Society will not stop the work or take any such action during the pendency of payment. Any such action will be considered as breach of contract.

5.31 MEDICAL EXAMINATION

Every working member of the Co-operative Society in the mines shall have to undergo initial and periodical medical examination(s) as per provisions of the Mines Rules, 1955. The Company shall organize such medical examination and actual expenses incurred by the Company for such medical examination(s) shall be borne by the Co-operative Society. However, the Company shall not charge any service charges for organizing such medical examination(s).

5.32 HAUL ROAD

- 5.32.1 The haul road in the pit etc. shall be constructed and maintained by the Co-operative Society at its own cost and in accordance of the provisions of the Mines Act, 1952. The alignment & gradient of the haul road shall be as per directions of the Company.
- 5.32.2 The work includes preparation and maintenance of roads in the pit, approach road at the surface and in the dump yards, as per specifications prescribed in statutory rules and regulations; for which no extra payments shall be payable to the Co-operative Society.

5.33 HEMM & ITS OPERATIONS

- 5.33.1 Co-operative Society shall ensure compliance of statutory provisions.
- 5.33.2 The successful tenderer has to submit the technical specifications of various equipments installed/deployed. Technical details of HEMM along with their Registration certificates/purchase invoices shall be submitted to the company prior to the commencement of work.

- 5.33.3 The society shall not shift their deployed machine from LSU- Gotan to elsewhere without prior permission from the company.

5.34 WORK SCHEDULE

- 5.34.1 Time is essence of this contract. The Co-operative Society shall have to abide by annual schedule of work i.e.4.00 lac MT per annum. The work under the contract shall be carried out at each mines simultaneously. The Co-operative Society is accordingly required to deploy requisite machinery at all the places to meet the targeted production. The schedule may further be divided into monthly/quarterly schedule as per the requirement and as per directions of the Engineer-In- Charge. This schedule is also subjected to be modified if made by the Company in writing from time to time. For this purpose, Company will make an advance notice of a period not less than 15 days.
- 5.34.2 The year-1 will commence from the date of issuance of detailed Letter of Acceptance (DLOA) by the company and will be completed after a period of 12 months. The second year to third year will follow similarly after completion of first to second year respectively. Similarly the quarter will be the period of three months, for the first quarter it shall be remaining days of the month in which LOA has been issued plus the following three calendar months and thereafter the period of next three calendar months for each quarter. The concluding quarter (at the schedule completion of contract) shall be period of two months plus the remaining days of next month(in which the LOA was issued).
- 5.34.3 In case at any time the performance of the Co-operative Society is not found satisfactory, then the Company will issue notice, giving thirty days to improve the same. If the Co-operative Society fails to improve its performance within this period of thirty days, then the Company reserves its right to get the work done by other agency at the cost & risk of the Co-operative Society without any further notice. The decision of the Company in this regard will be final and binding on the contractor.
- 5.34.4 Variation in Quantity of work:
The quantity of work is only tentative and may be varied within the limits given by the Company without any notice to the Co-operative Society at the sole discretion of the Company. In all such cases the Co-operative Society shall not be entitled to claim any compensation for increase and/ or reduction in the quantity of work, affected under this sub clause. The decision of the Company for increasing/ reducing the quantity of work shall be final and binding on the Co-operative Society. In case the quantity of work is varied beyond the above limits, then the matter will be mutually decided.

5.35 ESCALATION/DE-ESCALATION:

The diesel consumption of 0.5 Ltr per MT of finished product of limestone lumps to execute the tendered scope of work shall be taken as norm to work out the effect of change in diesel rate. The price of Diesel (HSD) of BPCL @ **Rs 62.34 per Ltr** at Gotan shall be considered as base price for this purpose. In case of any variation in the base rate of diesel then as per above consumption norms, the revised contract rate for particular period will be computed. The tenderer is required to quote yearly rates strictly as per prescribed format. For purpose of price, the base diesel rate **as mentioned above** is only to be considered. No alteration in base diesel rate is permitted. **Any bid received with altered base rate of diesel shall be considered as an un-responsive bid and shall be rejected.**

5.36 OTHER ESCALATION:

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

5.37 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:

5.37.1 All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed.

5.37.2 The final bill shall be submitted by the contractor within 75 days from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the quantity and of total amount payable for the work accordingly shall be final and binding on the Co-operative society.

5.38 CLOSING OF THE CONTRACT:

5.39.1 On completion of the work in all respects, as defined in the contract document, the contractor shall have to obtain completion certificates from the Engineer-Incharge for completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden, materials, structures etc.

5.39.2 If the contractor shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the contractor remove such rock (overburden) surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) material or surplus material as aforesaid except for any sum actually realized by the sale thereof.

5.39 APPLICATION FOR COMPLETION CERTIFICATE:

5.40.1 When the contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/she 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. Obtain No Dues Certificate from the concerned CEU-In charge.
- b. The 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.
- c. Indemnification bond on Rs. 100/- on Non-judicial stamp paper.
- d. A certificate to the effect that No outstanding claims / payments are due to the person employed by the contractor.
- e. Details of PF deposited by the contractor.
- f. Two set of Statement of reconciliation of payment and recovery progressive bills.
- g. Satisfactory execution of the contract certificate from the Engineer-In-Charge.

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

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

5.40 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-Limestone, Jodhpur shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager.

5.41 FINAL PAYMENT AND RELEASE

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

5.42.2 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.

5.42.3 Final payment, if any including the security deposit will be released to the contractor only on furnishing the Final Certificate and approval.

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.

Place:
Date:

For and on behalf of the tenderer
(Signature of tenderer with seal)

(On the letterhead of the tenderer)

FORM-1

LETTER OF SUBMISSION OF TENDER

FROM,

DATE:2011

M/s

To,

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

Sub: Removal of overburden and raising of limestone lumps by deploying suitable machineries at Limestone mines of Gotan Distt. Nagaur

Ref: RSMML/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

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 ad 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
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 all 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,

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

Witness

Name in Block Letters: _____

Full Address _____

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

CHECK LIST TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART-I) BID'
RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

Name of Tenderer _____

The Check List should be submitted alongwith TECHNO-COMMERCIAL (PART-I) BID' in the Proforma given below:

1.0	Name of tenderer	
2.0	Address for Communication with the tenderer.	
2.1	Complete Postal Address	
2.2	Telephone No./ FAX No./ Mobile No./ e-Mail	
3.0	Status of tenderer: (Please Tick)	
3.1	Individual	
3.2	Proprietorship Firm: Attach duly attested affidavit in support of your status.	
3.3	Partnership Firm: Attach copies of Partnership Deed & copy of registration certificate, if registered (duly attested)	
3.4	Co-operative society registered under RC Act. Attach duly attested copies of Registration Certificate, Bye laws, list of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited Companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association & Memorandum of Association allow the Company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector Undertaking (Attach supporting documents duly attested)	
3.7	Others (Please specify) – Attach duly attested supporting documents.	
4.0	Power of Attorney/ Board Resolution in favour of the authorized representative signing the tender.	Enclosed/ Not Enclosed
5.0	Turn over in last 4 financial years in FORM-3	
5.1	Whether Enclosed duly attested copies of Audited balance sheets & P&L accounts of above financial year.	Enclosed/ Not Enclosed
6.0	Main business activities of the tenderer	
7.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes/ No.
8.0	Whether the tenderer has proposed any addition/ modification/ deviation to the terms & conditions of the tender. Note: If yes, please provide details as per	Yes / No.

	Exceptions and Deviations statement in (Form-4)	
9.0	Undertaking that we have not enclosed any additional condition and or deviations from the tender conditions alongwith “Price Bid”. If any such additional condition and/or deviation is found enclosed with the “Price Bid” then it may be treated as withdrawn from our side	
10.0	Affidavits on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes/ No
11.0	A declaration that they have not been banned / suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.	
12.0	Details of Earnest money deposited amount as mentioned in NIT in the form of Demand Draft / Pay order	No. & Date Name of Bank Payable at
13.0	PAN (Income Tax) No.	
14.0	PF account No.	
15.0	Declaration whether registered under MSMED (Micro, small and medium enterprises development) Act or not. if registered then give registration no.	
16.0	Copy of P.F. registration certificate	
17.0	Service Tax Registration No.	
18.0	Registration No of Co-operative society	
19.0	Any other relevant information about the tenderer	

Note:

1. If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may 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 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 photocopies of the documents should be attested by gazetted officer or Notary public.

Signature of tenderer(s)
With seal

Date: -----

Place: -----

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

TURN OVER DURING IMMEDIATELY LAST FOUR FINANCIAL YEARS

RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

NAME OF TENDERER:

Financial year	2010-11	2011-12	2012-13	2013-14
Turn- over				

Note:

Enclose copies of audited balance sheet, profit & loss and account statements & other documents in support of above.

Place:

Date:

Signature of Tenderer/s
With seal

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

EXCEPTIONS AND DEVIATION

RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

Name of Tenderer _____

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

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

Signature of Tenderer(s)
With Seal

Place:
Date:

RAJASTHAN STATE MINES AND MINERALS LIMITED

(A Government of Rajasthan Enterprise)

RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

PROFORMA FOR 'PRICE BID'

This part of tender should contain the 'PRICE BID' and should be submitted online only, strictly in Proforma of BOQ: -

1. Name of Tenderer.....

2. Address of Tenderer.....

DESCRIPTION OF WORK	Annual tendered quantity in MT	Year wise RATE (RS/MT)	
		(In Figure & In Words)	
Excavation and dumping of over burden/inter burden/waste at specified places by means of drilling & blasting and by deploying suitable machineries and then raising of limestone including arrangement for limestone bearing land so as to produce 4.00 lacs MT/annum of finished product of limestone lumps by manual sorting &/or breaking into size range of 75 mm to 300 mm (Max ^m .) and its further stacking at pit head at company's Limestone mine in Tehsil Merta district Nagaur under Limestone Unit, Gotan. (As detailed in tender document)	4,00,000 MT Per annum	Rate PMT for first year	
		Rate PMT for Second year	
		Rate PMT for third year	

NOTE:

1. In case the tenderer omits in quoting the rates for any or more years, then the lowest quoted rates will be treated as the quoted rate for such omitted period.
2. The year wise rates will remain firm & fixed except on account of escalation/de-escalation due to change in diesel rate.
3. The rate quoted above is **inclusive of service tax**. As per the information of the company at present the rate of service tax is 12.36%.
4. The retail price of diesel (H.S.D.) of BPCL at Gotan (Merta,Nagaur) is @ Rs 62.34 per liter has to be considered as base price for quoting the above rates. No alteration in base rate of diesel is permitted.

Signature of Tenderer(s)
With Seal

Date: -----

Place: -----

(To be typed on Non Judicial stamp paper of Rs. 10/-)

UNDERTAKING

Iage.....years, resident of as a proprietor/ Partner/ Director (as case may be) of M/s..... (Name of tenderer), here by undertake that I shall become a member of the Co-operative Society, which shall be formed as per terms of tender in case work is awarded against the **Tender No RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014**

It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

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

**Place:
Date:**

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

Tender No RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

Name of Tenderer

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

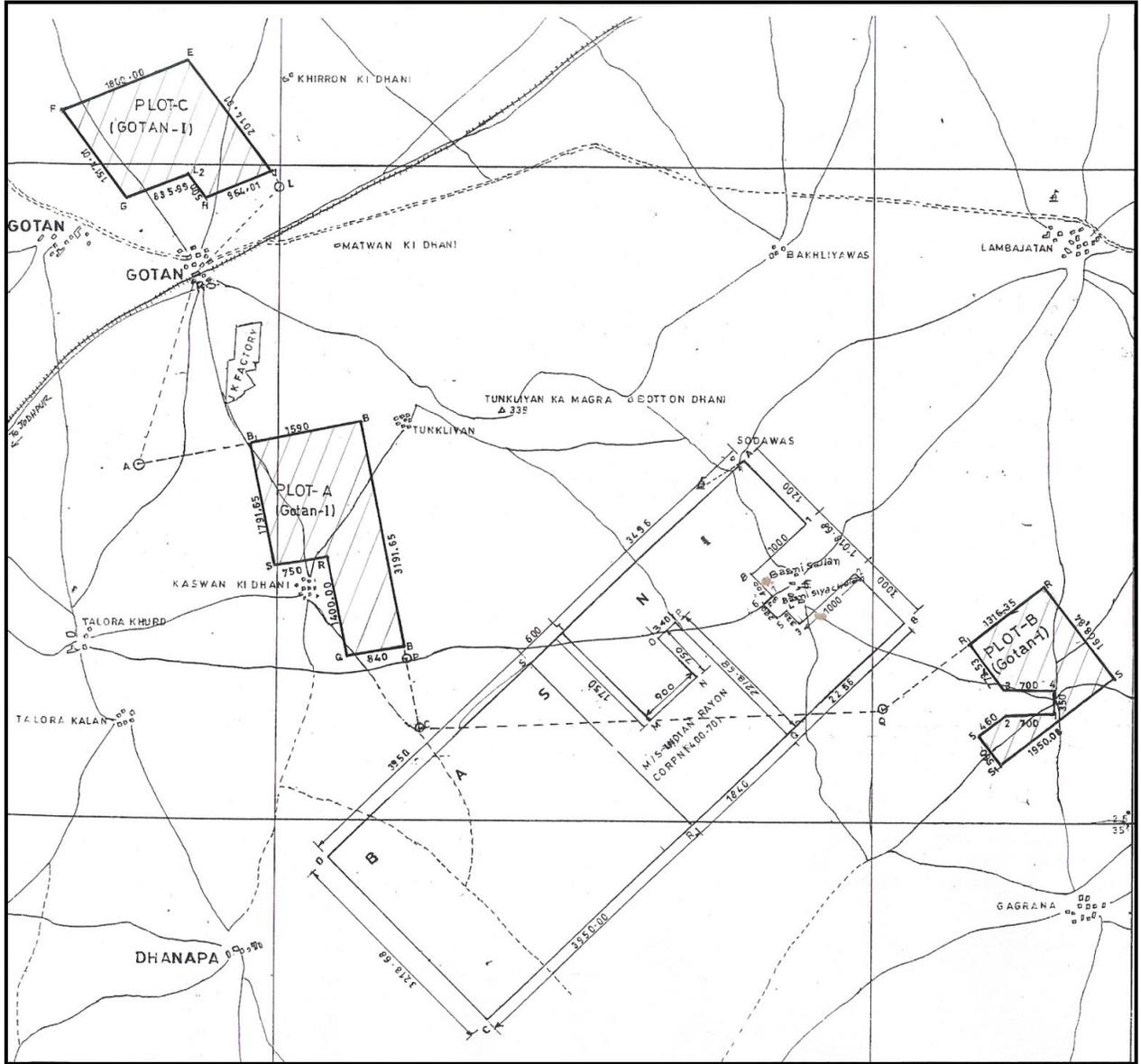
- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended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

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

Place:
Date:

Plan Showing the proposed area for working
Key plan of the Basani & Gotan-I Mining lease of RSMML
Near Village Basani/Gotan, tehsil Merta District Nagaur

Not to scale

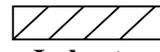


Index-

Basani Mining Lease-



Gotan-I ML-



In hectares

Block	govt land	Abadi land	Agri land	Total
Basani Mining Lease				
Heera Sawai Block	250.34	17.97	544.18	812.49
Danappa Block	636.26	0.00	635.35	1271.61
Gotan-I Mining Lease				
Paoni (Plot-A)	34.68	0.00	367.80	402.48
Ganthia(Plot-B)	13.79	3.20	218.88	235.87
Kerli(Plot-C)	46.72	0.00	253.16	299.88

UNDERTAKING

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

(To furnished by the proprietor /all partner of firm /all director of company /all members of the Co-operative society)

Tender No. RSMM/CO/GGM (Cont)/Cont-13/2014-15 Dated 04.09.2014

Name of Tenderer.....

I /WeS/oage.....years, residence ofon behalf of(name of tenderer),hereby undertake that:

"I/We.....(name of tenderer including their partners/directors /members of society) am/are neither RSMML's Limestone customers nor handling/liaison/transportation agents of any Limestone customers of RSMML's. Further we (tenderer & all the member of society) shall nor become handling/liaison/transportation agents of any Limestone customers of RSMML during the currency of the contract, in case the work is awarded to me/us.

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

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

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a **PSU/Axis/ICICI/HDC Bank having Branch office at Jodhpur** on non-judicial stamp paper of 0.1% of BG value or Rs.200/- whichever is higher)

B.G. _____

Dated

This Deed of Guarantee made between _____ a 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 & 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 include its successors and assignees (hereinafter called the Co-operative society) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of the Co-operative society and agreement dated _____ entered into between RSMML and M/s _____ (co-operative society), hereinafter called ' the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provisions thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/ agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs. _____) being equivalent to __ % of Contract value of Rs. _____.

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said co-operative society of any 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 Co-operative society or any other person and irrespective of the fact whether any dispute is pending between the Company and the Co-operative society of the fact whether any dispute is pending between the company and the Co-operative society 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 co-operative society of any of the terms and condition contained in the said Letter of Acceptance/ agreement by reason of the said co-operative society'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 discharges 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 co-operative society 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 discharges 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 Co-operative society 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 Co-operative society 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 co-operative society. 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-Limestone 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 extent time of performance by the said Co-operative society 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 co-operative society 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 co-operative society or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Co-operative society 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 co-operative society or ourselves or liquidation or winding up or dissolution or insolvency of the co-operative society not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. 00/-is made by the Bank
7. The guarantee will not be discharged or affected if the company holds/ obtain any other security/guarantee/ promissory note from any person and/or the co-operative society 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 _____ date of _____.

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted For procurement in response to Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

**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.

In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier