



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

TENDER DOCUMENT

FOR

**“REPAIR AND MAINTENANCE OF CRUSHING & SCREENING PLANT
& OTHER MACHINERIES AT SANU LIMESTONE MINE,
DIST. JAISALMER”**

e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

Issued by
GGM(Contracts),
4, Meera Marg, Corporate Office,
RSMML, Udaipur – 313001

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

Date of downloading of Tender From: 12.10.2023 to 08.11.2023 up to 1.00 pm

Last Date of Online submission of Tender: 08.11.2023 up to 3.00 pm

Date of Opening of Techno-commercial Part (Part I): 09.11.2023 at 3.30 pm

Registered Office:
C-89/90 Janpath
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,
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Email: contractsco.rsmml@rajasthan.gov.in



Ref. No. RSMM/CO/GGM(Cont)/Cont-14/2023-24

Dated: 12.10.2023

DETAILED NOTICE INVITING TENDER

Online tenders are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individuals /Firms/Companies:

Brief Description of work	Estimated value of Contract	Bid security	Contract Period
Repair and Maintenance of Crushing & Screening Plant and Other machineries at Sanu Limestone Mines, Dist. Jaisalmer (Rajasthan).	Rs. 12.00 lacs	Rs. 24000/- by DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"	Two Years
Cost of tender document Rs.590/- (non-refundable) is inclusive of GST, payable in DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 12.10.2023 to 08.11.2023 up to 1.00 pm		
Last Date & Time of online Submission of offer	08.11.2023 up to 3.00 pm,		
Date of opening of Techno Commercial offer	09.11.2023 at 3:30 pm, at C.O. Udaipur		

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

- The tenderer should have minimum turnover of Rs. 3.00 lac in any of immediate three preceding financial years i.e. 2020-21, 2021-22 & 2022-23 in its 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 & BID SECURITY (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, duly attested copy of audited balance sheet in support of turnover should be submitted 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.

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.

The tenderer who 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.

Head (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

2.1 DEFINITIONS:

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

- 2.1.1 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** shall mean Rajasthan State Mines & Minerals Limited,” having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 2.1.2 **“Appointing Authority”**, wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.1.4 **“Head of SBU &PC –Limestone”** shall mean Group General Manager for the SBU &PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.1.5 **“Unit In-charge”** shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.6 **“Agent”** shall mean the Agent for Limestone Mines notified by the company in this behalf.
- 2.1.7 **“Engineer-In-Charge” or “Officer In Charge” or “Authorised Officer”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU &PC-Limestone.
- 2.1.8 **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority maybe notified in writing to the Contractor by the Company.
- 2.1.9 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Sanu Limestone Mines of Rajasthan State Mines & Minerals Ltd.
- 2.1.10 **“Approved”** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.11 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.12 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of intent / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.13 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

- 2.1.14 “**Tenderer or Bidder**” shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the“invitation for tender bid” & shall includes his/its their legal representative, administrators, successors and executors.
- 2.1.15 “**Contractor**”/“Successful Tenderer”or Bidder” shall mean “Tenderer/Bidder” who has either participated in the tender/enquiry of RSMML or “Contractor” to whom order/Contract have been awarded by RSMML. “Contractor” / “Successful Tenderer”/ “Successful Bidder” includes a Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.1.16 “**Letter of Acceptance**” shall mean intimation by a letter/ telegram/fax/e-mail to successful bidder /tenderer his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.17 “**Works**” shall mean and include repair and maintenance of crushing and screening plant and other machineries etc. as specified in the contract document on turn key basis to be executed in accordance with the terms of the contract all inclusive.
- 2.1.18 “**Commencement of work**” shall be reckoned from the date of issue of letter of acceptance/ work order which ever is earlier including the stipulated mobilization period.
- 2.1.19 “**Contract Rate**” or Schedule Rate” or “Tendered Rates” or Rate of remuneration” means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations based on the repair and maintenance of CSP in the specified area/s on per unit rate basis.
- 2.1.20 “**Notice in writing or Written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered / Head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.1.21 “**Alternation/Variation order**” means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.22 “**Shift**” shall mean continuous period of eight working hours or any other duration specified by the company from time to time.
- 2.1.23 “**Plant**” or Crushing & Screening Plant (CSP) shall means the Departmental Company’s crushing & Screening plant and its part thereof.
- 2.1.24 “**Specified/designated/location/places**” shall mean allocated area for specific area by the company time to time.
- 2.1.25 “**Attested**” shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted officer/Notary Public
- 2.1.26 “**Clause**” shall mean the Clause and sub clauses of this tender document and/or agreement etc.
- 2.1.27 “**Mines**” shall means Sanu Limestone Mines No-2 situated on Jaisalmer-Ramgarh Road in Jaisalmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd.
- 2.1.28 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.

- 2.1.29 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s to the scheduled quantities and quantities of the work/s and the materials to be furnished / used required to be used/ consumed and/or provided for executing the work/s as may be amplified or modified by the Company or the Engineer-In-Charge from time to time and notified/ communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 2.1.30 “**Statutory obligation**” would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come into force during entire period of contract.
- 2.1.31 “**Final Certification relation to the work**” shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the Head of SBU &PC- Limestone.
- 2.1.32 “**Completion Certificate**” shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.33 Words denoting person shall include Firms, Companies, Co-operative societies, associations or body of individuals whether incorporated or not. Words denoting muscular gender or singular number shall also include the famine gender & plural number & vise versa, where the contract so requires & permits.
- 2.2 INTERPRETATIONS:**
- 2.2.2 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.
- 2.2.3 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 Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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.

- 2.2.8 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.
- 2.2.9 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.
- 2.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION - III
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 BID SECURITY (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 Head (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 Head (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 him 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 schedules 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. The tenderer can visit the departmental plant at Sanu Mines during office hours for guidance and contract administration deptt. for obtaining the details of work to be attended.

- viii. 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. 500/-

should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 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 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all

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

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

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:

- 3.18 The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:
- a) Power of Attorney in favour of the authorised representative signing the tender, as required.
 - b) Attested Certificate of Incorporation/Memorandum & Article of Association/Partnership deed duly certified by the by the Company Secretary/ Gezetterd 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.
 - c) Copy of PAN card & Goods and Services Tax Identification Number (GSTIN).
 - d) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
 - e) “Exceptions & Deviations statement” to be submitted by the tenderer in form -4 of tender document
 - f) Duly filled form 1, 2, 3, 4, 6 & 7 of tender document.
 - g) Undertaking/affidavit as per annexure I, II, IV given in tender document.
- 3.22 The tenderer should provide total commitment for arranging the required tools, tackles, machines and relevant ancillaries’ equipment as required for performing the complete job as per work requirement.
- 3.23 The Tenderer must uploaded the documents duly attested by Gazetterd Officer/ Notary Public/Magistrate in support of above required details and any declaration

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

3.24 PART-II 'PRICE BID':

- i) 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-I for quoting the price offer. The tenderer must be quoted their rates in above said BOQ as provided in the tender document at www.eproc.rajasthan.gov.in otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate. The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected.
- ii) Tenderer has to quote **single rate in terms of percentage (%) above / below or at par (in Price bid Form-5/BOQ-I) on the rates of all the items mentioned in the 'Schedules of Rates' (SOR) for each Job i.e. Job-A, Job-B & Job-C-Appendix** given along with tender document. Rate shall be deemed to include and cover all costs, expenses, taxes, duties, levies, etc (excluding Goods & Service Tax) and liabilities of every description and all risks of every kind to be taken in execution.
- iii) 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.
- iv) The rates quoted remain firm and fixed during the entire contract period. No increase in rates on these accounts shall be permitted. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates
- v) Ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- vi) Price bid i.e. (Part II) will be opened only of those tenderers who qualify in the techno commercial bid. The due date of opening of price bid shall be informed separately to the successful bidders in the technical bid.

3.25 DEADLINE FOR SUBMISSION OF BIDS:

- i. In the event of specified date for the submission of bids being declared a holiday for the Company, the Bids will be received up to the same time on the next working day.
- ii. The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause mentioned elsewhere in the tender document, in which case all rights and obligations of the Company and of the

Tenderer, which were previously subjected to the original deadline will then be subjected to the new deadline.

LATE BID:

- 3.26 Any Bid received by the Company after the deadline prescribed in Clause 3.29 due to any reason whatsoever will not be accepted

OPENING OF THE TENDER:

- 3.27 The envelop containing Part-I –Techno Commercial Bid of the offer will be opened in the office of the General Manager (Limestone), RSMML, Jodhpur as per the date & time mentioned in NIT. The authorized representative/s of the tenderer is at liberty to be present at the time of the opening of the tender.
- 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 Tenderer 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 tenderer should mention the deviations at their risk of rejection only in ‘Form-4’. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

3.30 EARNEST MONEY (EMD):

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

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

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

- v If it is established that the tenderer has submitted any wrong information/ forged documents along-with the tender or thereafter.

VALIDITY:

- 3.31 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

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

- i. Meets the eligibility criteria.
- ii. Is accompanied by the required securities; and
- iii. Is substantially responsive to the requirements of the Bidding documents.

- 3.33 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:

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

- 3.35 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.

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

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

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 3.38 The tenderer, who's 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" 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 .
- 3.39 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

INTERFERENCE WITH PROCUREMENT PROCESS

- 3.40 In case the bidder
- i) Withdraws from the procurement process after opening of financial bids;
 - ii) Withdraws from the procurement process after being declared the successful bidder
 - iii) Fails to enter procurement contract after being declared the successful bidder;
 - iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,
- Shall, in addition to the recourse available in the bidding documents or the contract be punished under RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement , whichever is less.

SIGNING OF THE CONTRACT AGREEMENT:

- 3.48 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.
- 3.49 The contract agreement shall consist of –
- i. An agreement on non-judicial stamp paper of appropriate value
 - ii. Tender document, along with the addend/corrigenda, if any.
 - iii. Telex/Letter of Acceptance & Detailed Letter of Acceptance /Work order.
 - iv. Agreed Variation, if any,
 - v. Any other document as mutually agreed.

RIGHTS OF COMPANY:

- 3.50 The Company reserves the right –
- i) to accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender,

- iii) 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.

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:

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

Section-4
GENERAL CONDITIONS OF CONTRACT
(GCC)

4.1. INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT (SD)/PERFORMANCE SECURITY:

- 4.2 The rates of security deposit as per the prevailing terms and condition of the Company are @ 10% of total contract value-In case, The Govt. of Rajasthan either revises the rates of security deposit cum performance guarantee later at any date or does not extend the existing date of providing the benefits of reduced security deposit, the successful bidder would be bound to deposit the deferential amount toward performance security either through any options as specified below, with a period of 30 days of the demand raised by the Company. In case of non-payment of deferential amount in the stipulated amount the company may recover the same from due payment to contractor and/or take penal action as per provision of tender.
- 4.3 The Society shall furnish a Security Deposit equal to 10% of total contract value. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and awarded quantity for the total period of the contract.
- 4.4 The Society shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Jodhpur/Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.5 The tenderer may also opt to furnish Bank Guarantee (B.G.) as above/ DD/Banker's cheque amounting to 5% of the value of contract within 30 days of the issuance of DLOA. The BG shall be valid for total contract period plus grace period of 6(six) months beyond the Contract period. In such option, balance security deposit of 5% of contract value will be deducted from the running bills of the contractor during the contractual period in equal installments.

- 4.6 Security deposit may also be furnished in any of the following forms-
- 4.7 Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI)/ICICI/ Axis /HDFC Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the contractor, in the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- 4.8 The successful bidder at the time of signing of the contract agreement may submit an option for deduction of security from his each running bill @ 10% of the amount of the bill.
- 4.9 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Co-operative Society has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the Co-operative Society and the Co-operative Society has rendered. "No claim and No dues Certificate" to the Company.
- 4.10 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Co-operative Society either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or 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.
- 4.11 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.12 All compensation or other sums of money payable by the 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 the 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.
- 4.13 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Co-operative Society. The Co-operative Society shall pay to the company on demand any balance remaining due.
- 4.14 In case the Bank Guarantee is invoked for any reason/s, the 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 the original Bank Guarantee within a period of **30 (Thirty) days** from the date of invoking of original Bank Guarantee.
- 4.15 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the 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.

- 4.16 No interest is payable on S.D. amount.
- 4.17 For execution of contract, it is required to form a Co-operative Society, so S.D. shall be furnished by the Co-operative Society so formed and register under Society Act.
- 4.18 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.

4.19 ADDITIONAL PERFORMANCE SECURITY.-

- (1) In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation :

For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
 - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- 4.20 The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

PROVIDENT FUND:

- 4.21 The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employee Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.22 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.23 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-I) for this purpose will be

required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.

- 4.24 However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- 4.25 Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from contractor through the EPFO website..

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS/ EMPLOYEES:

- 4.26 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labor as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.27 The contractor shall bear all liabilities for employee and labor 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.
- 4.28 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.
- 4.29 **GOODS AND SERVICE TAX:**
- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
 - ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
 - iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
 - iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.30 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.
- 4.31 The company shall be fully entitled to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

INDEMNITY:

- 4.32 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.
- 4.33 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.
- 4.34 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.

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.35 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.36 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools, tackles and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition

the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

PROTECTION OF WORK:

- 4.38 During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the vent of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

COORDINATION AND INSPECTION OF WORK:

- 4.39 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-In-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-In-Charge or his authorized representative. A register shall be maintained by the Contractor in which the Engineer-In-Charge after inspection shall write the instructions to be issued by the Engineer-In-Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.
- 4.40 In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors, working in the area and the departmental work of the Company being executed in other areas of the mine. The Contractor shall confer with Engineer-In-Charge regarding details, pertinent to phases of work, which may affect the work to be performed under the contract and shall be schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and departmental work of the Company.

WORK ON WEEKLY DAY OF REST AND HOLIDAYS:

- 4.41 Subject to the compliance of legal provisions, and conditions of service of workmen and settlements with the recognized union for carrying out work on

weekly day of rest and holidays, the Contractor will approach the Engineer-In-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labor for the paid holidays declared by the Company from time to time.

OTHER CONDITIONS, OVERTIME ETC:

- 4.42 The working time at the site of work is 48 hours per week. Overtime work may be permitted in case of need with the prior written approval of Engineer-In-Charge and company will not compensate the same. Shift working 3 shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. The Company on this account will entertain no extra claim. The contractor shall be responsible for idle wages if payable to his workers.
- 4.43 The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.
- 4.44 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act, 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:

- 4.45 The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.
- 4.46 If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be affected/ delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such material to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company which ever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in execution of the works. The Contractor shall provide all necessary materials. Equipment and labor etc. for the execution and maintenance of the works until final completion thereof.

DISCREPANCIES BETWEEN INSTRUCTIONS:

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

INSPECTION OF WORKS:

- 4.48 The Engineer-In-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-In-Charge/ Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been give to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/ itself.

SAFETY, SANITARY & MEDICAL FACILITIES:

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

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

- 4.54 The Contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his / their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-In-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.
- 4.55 Whenever any of the member of the Contractor or its representative shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be

incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all cost /compensation in connection therewith.

- 4.56 The Contractor shall be responsible for the proper conduct and behavior of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

DAMAGE TO PROPERTY:

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

RIGHTS OF VARIOUS INTERESTS:

- 4.58 The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- 4.59 Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc. whatsoever.

POWER OF ENTRY:

- 4.60 During execution of Contract, if in the opinion of Engineer-In charge, it is found that:
- i. Contractor has failed to execute the Contract in conformity with contract document or
 - ii. Contractor has substantially suspended work or the works for a continuous period of 3 days without permission from the engineer In charge, or
 - iii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge, or

- iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
- v. Contractor has abandoned the work; or
- vi. Contractor during the continuance of the contract has becomes bankrupt,

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

COMPANY MAY DO PART OF WORK:

- 4.61 Upon failure of the Contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labor force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

POWER TO ORDER SUSPENSION OF WORK:

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

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.63 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work, including but not

limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.

- i) The Contract Labour (Abolition & Regulations) Act 1971
- ii) The Payment of Wages Act, 1936
- iii) The Employee's Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv) The Maternity Benefit Act, 1961
- v) The Payment of Bonus Act, 1965
- vi) The Mines Act, 1952
- vii) The Payment of Workmen's Compensation Act 1923
- viii) The Minimum Wages Act, 1948
- ix) The Payment of Gratuity Act, 1972
- x) Mines Rules 1955
- xi) Metalliferous Mines Regulations 1961
- xii) Mines Vocational Training Rules 1966
- xiii) Environment Protection Act 1986 and Environment Protection Rules 1986
- xiv) Fatal Accident Act 1985
- xv) Apprentice Act,
- xvi) Industrial Dispute Act, 1947
- xvii) Standing Orders Act, 1946
- xviii) Electricity Act, 1910
- xix) RTPP Act. 2012

- 4.64 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his members and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.65 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.66 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.
- 4.67 The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The

Contractor shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

COMPENSATION AND LIABILITY:

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

LIABILITY FOR ACCIDENT TO PERSONS:

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

FORCE MAJEURE:

- 4.73 If at any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded)and/or obligations under this contract shall be prevented or delayed by reason of any wars, hostility acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, non government(hereinafter referred to as 'Event') then provided a notice of the happening of any such event is given within seven days

from the date of occurrence thereof neither party shall be reason o such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exit and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

SERVICE OF NOTICE ON CONTRACTOR:

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

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

- 4.75 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- 4.75.1 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.
- 4.75.2 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.
- 4.76 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.77 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

- (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- 4.78 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.79 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed/used for the work.
- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 4.80 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.81 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

DISPUTE, JURISDICTION:

- 4.82 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 Company shall be final and binding.
- 4.83 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.
- 4.84 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

APPEALS:

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

Section-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1 APPLICABILITY:

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

5.2 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Phosphate, Limestone, Gypsum, Selenite and Lignite etc. The mining & sizing of limestone at Sanu mines is being carried out since 1988.

5.3 LOCATION OF SITE:

The Departmental / Company's crushing & screening plant at Sanu Limestone Mine No. -2 of Rajasthan State Mines & Minerals Ltd. are situated at 54 km. from Jaisalmer on Jaisalmer- Ramgarh road. Ramgarh is a small town & is about 10 KM from the site.

This crushing & screening plant is being operated since 1995 for production of sized limestone gitti of various sizes. The main component of the plant include ROM hopper, transfer chutes, Grizzly, Primary and Secondary roll crushers, DD vibrating screens, product/reject bins, different sizes product/reject/recycle conveyor belts, idlers, rollers, walk way/cat ways along the side of conveyors, dust extractor, auto sampler, supporting channel structures, platform, stairs & respective electric motors/gear boxes. The installed capacity of the plant is 130 MT/hour. The operation is carried out round the clock in three shift workings. The regular maintenance & repair is being carried out as per schedule under the supervision of officer in charge.

The tenderer should acquaint itself fully with the type of work, considering all factors, circumstances, location, distance and peculiar condition of work under this contract including availability of infrastructure facilities at site etc before submission of tender and quote its rates accordingly. The Company will not accept any claim due to ignorance of these, or, any other factors required to fulfil the work during the currency of the contract.

5.4 PREQUALIFICATION CRITERIA:

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

The tenderer should have minimum turnover of Rs. 3.00 lac in any of immediate three preceding financial years i.e. 2020-21, 2021-22 & 2022-23 in its own name

5.4.2 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors ", " information about DSC", FAQs & the bidder

manual kit " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on <http://sppp.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 etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

- 5.4.3 The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.
- 5.4.4 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. 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.
- 5.4.5 The tenderer who have been suspended or banned by the Company shall not be eligible to participate in this tender during the currency of suspension/banned period.
- 5.4.6 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.

5.5 CRITERIA FOR DECIDING LOWEST TENDERER

The price bids of the techno-commercially acceptable tenderer will be evaluated.

For the purpose of deciding the lowest (L-1) bidder the following parameter shall be considered-

Proportion of work-

Job	Nature of Work	Work % against total Job
A	Dismantling /erecting /fitting work	60
B	Fabrication	30
C	Civil work	10

Lowest Bidder =

$$\frac{(\text{offer for Job A in \%} \times 60 + \text{offer for Job B in \%} \times 30 + \text{offer for Job C in \%} \times 10)}{100}$$

Successful bidder will be decided based on the lowest rates offered, as calculated above, in percentage above /below/at par of Schedule of Rates (Appendix) for Job-A, Job-B & Job-C of the work in Price Bid FORM-5/BOQ-I.

The work proportion as taken above is only indicative & taken for the purpose of arriving at the lowest bid offer. There shall be no link of this proportion during the actual course of the work under the contract period.

5.6 PRICE NEGOTIATION

- 5.6.1 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.
- 5.6.2 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.
- 5.6.3 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.

Chapter 2

TECHNICAL

5.7 LIABILITIES IN RESPECT OF CONTRACTOR'S MACHINERY ETC.

- 5.7.1 The contractor shall be responsible for maintaining & operating the tools, tackles and machine/equipments deployed by him for the contracted work in such a way that work with these items shall be carried out with due regards to safety & ensure compliance of the provision of the MMR-1061.
- 5.7.2 Every HEMM like Cranes deployed for the contractual work by the contractor shall be fitted with automatic fire 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.
- 5.7.3 The noise level of any machine/equipments should not exceed the standard prescribed in MMR, 1961.

5.8 VOCATIONAL TRAINING:

Before any person is employed/ deployed by the contractor in mines. It shall have to undergo a course of vocational training as per provision of MVTR, 1966. Such vocational training shall be imported by the company & shall not charge any amount from the contractor for imparting such vocational training. However the contractor shall have to make available the persons for attending such vocational training as per schedule to be imparted by the company. The wages to the trainees for the training period shall be paid by the contractor.

5.9 MEDICAL EXAMINATION:

Every person deployed by the contractor in the Crushing & Screening Plant shall be subjected to initial & periodical medical examination(s) as per the provision of the Mines Rules, 1955. Such medical examination (s) shall be arranged by the company & actual expenses incurred by the company for such medical examination (s) shall be borne by the contractor. However, the company shall not charge any service charges for organization such medical examination.

5.10 SAFETY APPLIANCES:

The Contractor shall provide all protective & safety appliance such as helmets, safety boots, ear muffs, dust mask, safety goggles etc. to their employee at his own cost & comply with all relevant provision under Mines Act, 1952 & MMR, 1961 & rules made their under.

Chapter –3 Scope of work

5.11 SCOPE OF WORK:

5.11.1 The scope of work under this tender includes repair & maintenance of Crushing & Screening Plant and Other Machinery at Sanu Limestone Mine No.2 such as repairing /fabrication of chutes, pipe fittings, repairing/welding and cutting for repair, removing and laying of belt conveyors and rubber liners and other related repair& erections work at departmental C&S plant. The item wise brief scope of work includes is detailed here under & also in Appendix. Jobs not mentioned in Appendix, but required to be taken up for completion of the jobs mentioned in Appendix, are also deemed to have been included in the scope of work.-

JOB.	Description of work
A	Dismantling /erecting /fitting work
1.	Laying of New/Old conveyor belt of any ply rating for arranging belt joints or any other reason (Including tensioning, fastener joints and shifting to desired location). (a) For 650 mm belts. (b) For 1000 mm belts.
2.	Removing of Old existing conveyor belt irrespective of any ply rating, from the conveyor system(Including rolling of belt & shifting to safe required place within 500 meters radius). (a) For 650 mm belts. (b) For 1000 mm belts.
3	Dismantling, refitting & Erection of screen frames with screen plates. (a) Top deck frames i. First deck frames ii. Subsequent deck frames (b) Bottom deck frames iii. First deck frames iv. Subsequent deck frames
4.	Dismantling of Screen deck plates (a) Top deck plates- (b) Bottom deck plates
5.	Erection & fitting of deck plates (c) Top deck plates (d) Bottom deck plates
6..	Dismantling pulleys & Plumber blocks, hoods, coupling etc. & refitting after completing the work. Including release/re-tensioning of belts, lifting of T/Up etc.
7	Shifting of Pulleys for replacement from / to the ground level at working/storage place as per direction of Engineer In charge (a) Head Pulley- 1000mm /650 mm size conveyor belt (b) Tail Pulley- 1000mm /650 mm size conveyor belt
8.	Releasing and re-tensioning of conveyor belts by lifting and lowering of take-up eight pulleys by chain pulley blocks, for making arrangements for joint up to 1000 mm belt
B	Fabrication work
9.	Fabrication & erection work of hand railing
10.	Fabrication of steel structures/chutes
11.	Erection & Alignment/Structure/ chutes and shifting from C&S Plant's Workshop

12.	Dismantling of Equipment/Structure/ chutes and shifting from C&S Plant's Workshop
13.	Shifting of Equipment (including screen basket) at any place of C&S Plant up to top floor
14.	Erection and alignment of Equipment (including screen basket)
15.	M.S. /G.I. pipe fitting/laying by welding/brazing (i) Up to 2" dia size (ii) Above 2" dia size
16.	M.S. /G.I. pipe fitting/laying by thread joints. (i) Up to 2" dia size (ii) Above 2" dia size
17.	Fixing of rubber liners in the chutes including dismantling of cover plates and re-fixing the cover plates after completing the work.(Including cutting & drilling holes to required size and shape)
18.	Removing of old rubber liners from the chutes & fixing of new rubber liners including dismantling of cover plates and re-fixing the cover plates after completing the work.(Including cutting & drilling holes to required size and shape)
19.	Fabrication of chute, ducting up to 6 mm thick plate
20.	Erection of chute, ducting up to 6 mm thick plate
21.	Dismantling of damaged frame of idlers with idlers and re-fixing it again after repairing , for belt width up to 1000 mm size
22.	Fabrication of Structure / grizzly involving rails of 29 kg/m and above, Beams/girders of 450 mm and above
23.	Erection of Structure / grizzly involving rails of 29 kg/m and above, Beams/girders of 450 mm and above
24.	Dismantling of Structure / grizzly involving rails of 29 kg/m and above, Beams/girders of 450 mm and above
25.	Cleaning/replacement of D.E. System Bag filters including opening /re-fitting of top cover (a) D.E. System of crusher house (b) D.E. System of screen house
26.	Dismantling/ Erection/repair of actuator mechanism : (i) Dismantling of actuator with gear box and motor (ii) Dismantling of only gear box with motor
27.	(i) Repairing of actuator (sector gate) per no. (ii) Repairing of gear box
28.	(i) Erection of actuator with gear box and motor per no. (ii) Erection of only gear box with motor
29.	Cutting of M.S./sail Hard plates by gas cutting
30.	Welding of M.S./sail Hard plates
31.	Fabrication of perforated/punched plates for vibrating screen & VGF. <i>i.</i> Up to 36 mm. ϕ holes per plate <i>ii.</i> From 38mm. to 55mm ϕ holes per plate <i>iii.</i> From 56mm. to 90mm ϕ holes per plate <i>iv.</i> From 90 mm to 165mm ϕ holes per plate.
32.	Replacement of crushing segments from primary & secondary crushers
33.	Grinding of primary & secondary crushers re-built teeth to the desired shape
34.	Rebuilding of SEGMENTS of role crusher(Welding electrodes shall be supplied by RSMML); <i>i.</i> At site on role crusher, and

	ii. In workshop in dismantled condition
35.	Shifting of motors for replacement, from/to the ground level at working/storage place as per instructions of Engineer In charge
36	Removing of damage/wear steel plates from the chutes/equipments(including screen side wall) & fixing of fresh steel plates including dismantling of wear/damage plates & re fixing the desired shape plates after completing the work at site of C&S Plant (including cutting, welding & drilling holes to required shape & size)
C	Civil works:-
37.	Above(+)/Below(-) BSR-2014
	i. Excavation of earth
	ii. Shuttering work
	iii. Reinforcement of steel work
	iv. R.C.C. of foundation 1:2:4
	v. Back filling work
	vi. Chipping of RCC
	vii. Grouting of foundations
	viii. P.C.C. work 1:4:8

Note:-

Fabrication of chutes, Structure etc. includes gas cutting, arc & gas welding etc.

The above work shall be carried out as & when required basis during the contract period. The material wherever required for repair & maintenance is to be arranged & supplied by tenderer & no extra payment shall be given to the tenderer on what so ever ground. Some items, specifically mentioned in the tender shall be provided by the company as per the work requirement.

After assigning the jobs, the contractor has to start the job within seven days & same must be completed within the stipulated period given for that job.

Contractor shall bring 'all the tools & tackles' required for doing the work at his own cost, including 'welding machine' chain pulley etc. with its accessories. Contractor shall have their own responsibility for the security of their equipment, items, tools & tackles, etc. RSMML has no any liability for the loss, damage, etc of contractors' equipment, items, tools & tackles, etc.

5.11.2 'Electric power' shall be provided by RSMML free of cost for fabrication/repair work.

5.11.3 Jointing material for belt conveyor, steel for fabrication/ repairs,' Fasteners' required for fixing of chutes, structures and other spares for plant shall be provided by RSMML.

5.11.4 Welding electrodes (must be of L&T, Advani, D&H, bobshell, ESAB and or only approved by Engineer In Charge as per application of particular job), oxygen & D.A. Gas will be used by the contractor at their own cost. Welding electrodes shall be supplied by RSMML only in case of rebuilding of segments of role crusher as per annexure A serial no. 34 and each remaining part of the welding rods must be returned to Engineer In charge.

5.11.5 For proper fabrication, party must be equipped with proper magnetic base drill machine, welding machine, proper size grinders, chipping hammers, wire brushes, gas cutters, brazing torches of different sizes, flux, etc. etc.

- 5.11.6** For removal/fitment of heavy objects/articles like chutes/screens structures etc, wherever crane/ loader are required, the same will be arranged by Contractor at its cost.
- 5.11.7** Contractor has to work only at the provided site for the given job at Sanu Mines area with sufficient skilled & non skilled manpower which shall have to be provided by the contractor looking into the quantum of work & its urgency. Contractor has to ensure regular availability of one welder cum fitter & one helper in general shift.
- 5.11.8** Contractor shall follow all statutory provisions under Mines Act applicable at that time at Sanu Mines.
- 5.11.9** Workers of the contractors shall use all the safety apparatus while they are on job. Contractor shall be held responsible if their workers are found not using the safety apparatus while working. All safety gadgets e.g. safety shoe, safety goggles, safety helmet, safety belts, dust respirator, ear muff etc shall be provided by the contractor failing which RSMML shall issue the same & expenses incurred inclusive of service charges will be recovered from the running bill of contractor.

Chapter –4

PERIOD OF CONTRACT, TIME SCHEDULE ETC. COMPENSATION FOR DELAYS ETC.

5.12 WORKING HOURS:

The work of repair & maintenance shall be carried out during such hours as may be directed by the company.

5.13 TIME SCHEDULE FOR:

Commencement of awarded work.

The Contractor has to commence the work within a period of 15 days w.e.f. the date of issue of work order/Letter of Acceptance.

5.14 PERIOD OF CONTRACT:

- 5.14.1 The period of contract shall be **02 (Two) year** from the date of issuance of letter of acceptance by the Company. The detailed LOA /work order shall be issued in due course of time.
- 5.14.2 The company at its sole discretion may extend the period of contract up to a period of one year on the same rate terms & conditions as per provision of RTPP Acts and Rules
- 5.14.3 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever

5.15 COMPENSATION FOR NOT ACHIEVING ASSIGNED WORK:

- 5.15.1 Time is the essence of the work. In case the tenderer fails to commence the work within the stipulated period in respective clause under Chapter-4 of Section V of the tender document, the company shall be entitled to recover compensation from the contractor, @ 0.5% of the annual contract value on weekly basis, subject to maximum of 2% of annual contract value. In case compensation exceeds beyond 2% the company may withdraw the letter of Acceptance and forfeit the earnest money deposit (EMD) & /or security deposit (SD).
- 5.15.2 If the awarded work is not completed within stipulated period given for that work, compensation @ of 5% of the value of the particular job allotted per week will be recovered from the contractor subject to maximum of 20% value of that particular job allotted.
- 5.15.3 The compensation will be recovered by way of deduction from the bills payable to the contractor or any other amount due to the contractor. The above recoveries will be without prejudice to the other right and remedies available in the contract.

5.15.4 The compensation so paid/and/or adjusted by the company, shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

5.16 RISK & COST:

The company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the repair & maintenance (work) as specified within the scheduled /specific time period and get that particular work completed by engaging third party at the risk and cost of the contractor.

Chapter - 5

PAYMENTS TO THE CONTRACTOR & CERTIFICATES

5.17 CONTRACTOR'S REMUNERATION:

- 5.17.1 The remuneration to be paid by the Company to the Contractor for the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed during the concern month. The Contractor shall not be entitled for any other payments, except as provided in the contract. No advance payment shall be payable to the contractor.
- 5.17.2 The rates of remuneration shall be with inclusive of all taxes, duties and any other component shall remain fixed and binding on the contractor subject to terms and conditions of the tender document.

5.18 TERMS OF PAYMENT:

- 5.18.1 Bill shall be submitted by the contractor within seven days in duplicate for the work executed on monthly basis taking into consideration the work completed during the calendar month concern. The rate as accepted by the company & given in the LOA/agreement alone shall be considered for this purpose. The bill should be submitted to the General Manger, Limestone Unit, Jaisalmer through Engineer In charge. Terms & basis of payment
- 5.18.2 The contractor will be eligible to receive its remuneration from the Company within 15 days of receipt of monthly bill in respect of the complete work done as per details given in the tender document/work order / agreement. The basis of payment shall be monthly performance during the month by the tenderer.
- 5.18.3 Contactor will have to furnish with every running bill, the documentary proof of payment paid by him for previous month to deployed staff and PF deduction statement along with an undertaking with monthly bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period.
- 5.18.4 Part payment for any job or in-complete job shall not be admissible.
- 5.18.5 TDS and other Statutory Liabilities shall be borne by the tenderer & same be deducted from running bills as per norms.
- 5.18.6 The Tender shall be responsible for compliance of the provisions of the Mines Act 1952 and rules and regulations made there under, Workmen's Compensations Act1923, Employees Provident Fund and Miscellaneous-provisions Act1952. Payment of Gratuity Act, 1972 Industrial Dispute Act, 1955, Industrial Vacancies (employment exchange) Act, Indian Electricity Act etc. as Applicable to mines to any other allied central or state enactments, rules, regulations and such obligations, the work will be liable for termination at 15 days notice given by the company without prejudice or any of the other rights of the Company without prejudice or any of the other rights of the Company under this work. The tender shall always indemnify the company against all the

claims and liabilities for or in respect of all or any claim, etc, of its members or engaged in respect of this work under the aforesaid acts, rules regulations thereof or otherwise for or in respect of any claim, damage compensation, expenses etc. whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by any member or any other third person including the employees of the company. If at any time the company is required to make any payment/ claim/ compensation by virtue of any of the above acts etc. Such payments shall be deemed to have been made on behalf of the tenderer and same shall be recovered from the tenderer's bill(s) or from any sum(S) due to the tenderer. Tenderer is to be liable for all payments to its members. The company shall not pay any additional amount on any such account. Before commencement of the work name and other relevant details, as required under Mines Rules 1955, of the tenderer staff who are intend to work in the mines are to be furnished to the Engineer In charge for entering the same in B register and for getting authorization from Mines Manager. Any person whose name is not entered in B Register will not be allowed to enter in the mines.

5.19 RATES:

The **agreed rates** shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not eligible for any escalation.

5.20 CLOSING OF THE CONTRACT:

Within 70 (Seventy) days= (60+10=70 days) of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-Charge completion certificates as to the completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden, materials, structures etc.

5.21 APPLICATION FOR COMPLETION CERTIFICATE:

5.22.1 When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.

- (i) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
- (ii) Details of PF deposited by the contractor.
- (iii) No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- (iv) Indemnification Bond on **Rs. 100/- on Non-Judicial stamp paper**.

5.22.2 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 and satisfying himself that the work has been

completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the Company and the DGMS or other statutory authority from time to time.

- 5.22.3 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.

5.22 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/ Engineer In charge of SBU&PC-Limestone 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/Engineer- In charge.

5.23 FINAL PAYMENT AND RELEASE:

Final payment will be released within three months after submission of the last & final bill on expiry of contract along with 'General certificate of identification on non-judicial stamp paper', 'No dues', 'No claim certificates' & other requisite documents in connection with 'closure of the contract'.

U N D E R T A K I N G

5.24 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.

For and on behalf of the tenderer

Dated-----

Place-----

Signature of tenderer
with seal

LETTER OF SUBMISSION OF TENDER

FROM

DATE: ----

M/s _____

To,

GGM(Contracts),

4, Meera Marg, Corporate Office,

RSMML, Udaipur – 313001

Sub: Repair and Maintenance of Crushing & Screening Plant and Other machineries at Sanu Limestone Mines No.2, **Distt. Jaisalmer** (Rajasthan)

Ref: - e-Tender No. RSM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

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 of Rs 24, 000/- (Rs. Twenty four thousand only) in the form of crossed Demand Draft in favour of RSMML payable at Jodhpur, 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 and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/We enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work, and solvency certificate etc. as specified at _____ and al other requisite document as specified in the tender document.
7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.
 Date, The _____ day of, _____ 2021.

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

Witness

Name in Block Letters: _____

Full Address _____

CHECK LIST TO BE ENCLOSED WITH ‘TECHNO-COMMERCIAL (PART-I) BID’

Ref: - e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

Name of Tenderer _____

The Check List should be submitted along with TECHNO-COMMERCIAL (PART-I) BID’ in the Performa 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., E. Mail, Mobile no.	
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 (duly attested)	
3.4	Co-operative Society registered under RAct-2001 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 authorised representative signing the tender.	Enclosed/ Not Enclosed
5.0	Turn over during last 3 financial years.	
5.1	Last year (2022-23)	
5.2	Before Last year (2021-22)	
5.3	Before to Before last year (2020-21)	
5.4	Whether Enclosed duly attested copies of Audited/Chartered Accountant certified balance sheets & P&L accounts of above financial year.	Enclosed/ Not Enclosed
6.0	“Information regarding tools, tackles and equipment(s) which tender proposes to use for this work and readily available” in FORM 4	
7	Acceptance of tender terms & conditions	
7.1	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes/ No.

7.2	Whether the tenderer has proposed any addition/ modification/ deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement (Form-5)
8	Latest Sales Tax Clearance Certificates (as applicable)	
9	Any other relevant information about the tenderer.	
10	Affidavit on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes/ No
11	Details of Earnest money deposited	No. & Date Name of Bank Payable at
12	Undertaking that we have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/or deviation is found enclosed with the "Price Bid" then same may be treated as withdrawn from our side.	
13	PAN no.	
14	PF account No.	
15	Copy of P.F. registration certificate	
16	Goods & Service Tax Registration No.	

Date: -----

Place-----

Signature of tenderer/s with seal

RAJASTHAN STATE MINES AND MINERALS LIMITED
(A Government of Rajasthan Enterprise)**Information regarding tools, tackles and equipment etc, which tenderer proposed
to use for this work and readily available**

Ref: - e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

Name of Tenderer _____

Sl. No.	Description	Nos.	Make	Capacity	Year of manufacture	Owner	Present place of deployment

Certified that the above information is correct.

Signature of tenderer/(s)
with seal

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

EXCEPTIONS AND DEVIATION

Ref: - e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

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

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

PROFORMA FOR 'PRICE BID/ BOQ
(to be submitted online strictly in the prescribed format provided in
<https://eproc.rajasthan.gov.in>)

Ref: - e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

Name of Tenderer _____

Work for the 'Repair & Maintenance of Crushing & Screening Plant and Other Machinery at Sanu Limestone Mines'

Job	Description of work	Unit	Rate offered in % above /below /at par the base rate
A	Dismantling/erecting/fitting work (As per the scope of work defined in the tender document and Schedule of Rates placed at Appendix-Job A of tender document.)	In % % above /below /at par
B	Fabrication work (As per the scope of work defined in the tender document and Schedule of Rates placed at Appendix -Job B of tender document.)	In % % above / below /at par
C	Civil Work (As per the scope of work defined in the tender document and Schedule of Rates placed at Appendix -Job C of tender document.)	In % % above / below /at par

Rates to be quoted online in the prescribed format available at www.eproc.rajasthan.gov.in

Note:-

- 1 Tenderer has to quote single rate of percentage for each job i.e. Job A, Job-B & Job-C in the schedule.
- 2 Rates shall be firm & fixed.
- 3 The rate quoted will be inclusive of all taxes, duties, levies etc. excluding Goods & Service tax as on last date of submission of tender. The present rate of Goods & service tax is 18.00%.
- 4 Fabrication of chutes, Structure etc. includes gas cutting, welding etc.
- 5 Successful bidder will be decided based on the lowest rates offered & shall be arrived as per the procedure mentioned in the clause no 5.5 of the tender.

Name & Address of the Tenderer:-

.....

Tel/ Mobile No.....

Signature of the Tenderer with Seal

Dated:

SCHEDULE OF RATES
FOR WORK OF THE REPAIR & MAINTENANCE OF CRUSHING & SCREENING PLANT
AND OTHER MACHINERY AT SANU LIMESTONE MINES SANU MINES, JAISALMER

Job	Description of work	Unit	Base Rate (Rs.)
A	Dismantling /erecting /fitting work		
1	Laying of New/Old conveyor belt of any ply rating for arranging belt joints or any other reason (Including tensioning, fastener joints and shifting to desired location).	R.M	
	(a) For 650 mm belts.		61.50
	(b) For 1000 mm belts.		66.50
2	Removing of Old existing conveyor belt irrespective of any ply rating, from the conveyor system(Including rolling of belt & shifting to safe required place within 500 meters radius).	R.M	
	(a) For 650 mm belts.		28.50
	(b) For 1000 mm belts.		33.00
3	Dismantling, erection & fitting of screen frames with screen plates	Per Frame & plate	
	(a) Top deck frames		
	i. First deck frames		570.00
	ii. Subsequent deck frames		475.00
	(b) Bottom deck frames		
	iii. First deck frames		617.50
	iv. Subsequent deck frames	570.00	
4	Dismantling of Screen deck plates	Per Plate	
	(a) Top deck plates		
	(i) First deck plates		997.50
	(ii) Subsequent deck plates		902.50
	(b) Bottom deck plates		
	(i) First deck plates		1092.50
	(ii) Subsequent deck plates	1045.00	
5	Erection & fitting of Screen deck plates	Per Plate	
	(a) Top deck plates		
	(i) First deck plates		997.50
	(ii) Subsequent deck plates		902.50
	(b) Bottom deck plates		
	(i) First deck plates		1092.50
	(ii) Subsequent deck plates	1045.00	
6	Dismantling pulleys & Plumber blocks, hoods, coupling etc. & refitting after completing the work. Including release/re-tensioning of belts, lifting of Take-Up etc.	PER JOB	2375.00

Job	Description of work	Unit	Base Rate (Rs.)
7	Shifting of Pulleys for replacement from / to the ground level at working/storage place as per direction of Engineer In charge	PER JOB	
	a) Head Pulley- 1000mm /650 mm size conveyor belt		1900.00
	b) Tail Pulley- 1000mm /650 mm size conveyor belt		1520.00
8	Releasing and re-tensioning of conveyor belts by lifting and lowering of take-up weight pulleys by chain pulley blocks, for making arrangements for joint up to 1000 mm belt	PER JOB	3800.00
9	Erection & Alignment/Structure/ chutes and shifting from C&S Plant's Workshop	M.T.	4275.00
10	Dismantling of Equipment (including screen basket)/Structure/ chutes and shifting from C&S Plant's Workshop.	M.T.	4275.00
11	Shifting of Equipment(including screen basket) at any place of C&S Plant up to top floor	M.T.	2850.00
12	Erection and alignment of Equipment	M.T.	6175.00
13	MS/GI pipefitting/laying by welding/brazing	Per Mtr	
	a. Up to 2' dia size		33.00
	b. Above 2' dia size		28.50
14	MS/GI pipefitting/laying by thread joints	Per Mtr	
	c. Up to 2' dia size		38.00
	d. Above 2' dia size		28.50
15	Fixing of rubber liners in the chutes including dismantling of cover plates and re-fixing the cover plates after completing the work.(Including cutting & drilling holes to required size and shape)	Sq. Mtr.	570.00
16	Removing of old rubber liners from the chutes & fixing of new rubber liners including dismantling of cover plates and re-fixing the cover plates after completing the work.(Including cutting & drilling holes to required size and shape)	Sq. Mtr.	570.00
17	Erection of Structure / grizzly involving rails of 29 kg/m and above, Beams/girders of 450 mm and above	M.T.	3800.00
18	Dismantling of Structure / grizzly involving rails of 29 kg/m and above, Beams/girders of 450 mm and above	M.T.	2850.00
19	Cleaning/replacement of D.E. System Bag filters including opening /re-fitting of top cover	Per System	
	(a) D.E. System of crusher house		6650.00
	(b) D.E. System of screen house		8075.00

Job	Description of work	Unit	Base Rate (Rs.)
20	Dismantling/ Erection/repair of actuator mechanism :		
	(i) Dismantling of actuator with gear box and motor	Per No.	665.00
	(ii) Dismantling of only gear box with motor	Per No.	570.00
21	(i) Repairing of actuator	Per No.	570.00
	(ii) Repairing of gear box	Per No.	570.00
22	Shifting of motors for replacement, from/to the ground level at working/storage place as per instructions of Engineer In charge	M.T.	1140.00

B Fabrication work			
23	Fabrication & erection work of hand railing	R.M.	60.00
24	Fabrication of steel structures/chutes	M.T.	8500.00
25	M.S. /G.I. pipe fitting/laying by welding.	R.M.	
	(i) Up to 2" dia size		45.00
	(ii) Above 2" dia size		35.00
26	M.S. /G.I. pipe fitting/laying by thread joints.	R.M.	
	(i) Up to 2" dia size		45.00
	(ii) Above 2" dia size		35.00
27	Fabrication of chute, ducting up to 6 mm thick plate	M.T.	6000.00
28	Erection of chute, ducting up to 6 mm thick plate	M.T.	4000.00
29	Dismantling of damaged conveyor frame with idlers and re-fixing with idlers after necessary repair or replacement for belt width up to 1000 mm size.	Per frame	800.00
30	Fabrication of Structure / grizzly involving rails of 29 kg/m and above, Beams/girders of 450 mm and above	M.T.	4500.00
31	i. Erection of actuator with gear box and motor.	Per No.	800.00
	ii. Erection of only gear box with motor	Per No.	550.00
32	Cutting of M.S./rail Hard plates by gas cutting	R.M.	260.00
33	Welding of M.S./rail Hard plates	R.M.	260.00
34	Fabrication of perforated/punched plates for vibrating screen & VGF	Per Plate	
	i. Up to 36 mm. ϕ holes per plate		6000.00
	ii. From 38mm. to 55mm ϕ holes per plate		5000.00
	iii. From 56mm. to 90mm ϕ holes per plate		4500.00
	iv. From 90mm to 165mm ϕ holes per plate		4000.00

Job	Description of work	Unit	Base Rate (Rs.)
35	Replacement of crushing segments from primary & secondary crushers	Per Segment	550.00
36	Grinding of primary & secondary crushers re-built teeth to the desired shape	Per Segment	575.00
37	Rebuilding of segments of role crusher (Welding electrodes shall be supplied by RSMML);	Per Segment	
	i. At site on role crusher, and		650.00
	ii. In workshop in dismantled condition		550.00
38	Dismantling of damaged skirt rubbers & refitting with new rubber skirt up to 13.5 meter length	Per skirt/Job	1200.00
39	Removing of damage/wear steel plates from the chutes/equipments(including screen side wall) & fixing of fresh steel plates including dismantling of wear/damage plates & re fixing the desired shape plates after completing the work at site of C&SPlant (including cutting, welding &drilling holes to required shape & size	M.T	10000.00

C	Civil works :-		
40	Above(+)/Below(-) BSR-2022		
	i. Excavation of earth	Cubic Mtr.	251.00
	ii. Shuttering work	Sq. Mtr.	157.00
	iii. Reinforcement of steel work	M.T.	77000
	iv. R.C.C. of foundation 1:2:4	Cubic Mtr.	4624.00
	v. Back filling work	Cubic Mtr.	98.00
	vi. Chipping of RCC	Cubic Mtr.	1247.00
	vii. Grouting of foundations(1:1.5:3)	Cubic Mtr.	4915.00
	viii. P.C.C. work 1:4:8	Cubic Mtr.	3302.00

GENERAL PARTICULARS OF BIDDERS
(On tenderer's letter head)

Ref: - e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

General Information about the Tenderer

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Names of Partners/Directors			
Turnover (in Rupees)	2020-21	2021-2	2022-23
Tenderer's Business			
PAN No.			
PF Account Number			
Goods & Service Tax Reg. No.			
MSMED (The Micro, Small and Medium Enterprises Development Act, 2006) Act Registration No., if any (exemption for EMD is allowed only for MSME registered in Rajasthan as per RTPP Act)			
Others (Specify)(Also enclose a brief resume).			

Dated: -----

Place: -----

Name of the Tenderer

Designation/ Relationship of the Signatory with Tenderer

(Authorised Signatory)

(Signature of Tenderer with seal)

Form -7

Bank Details of Tender for RTGS/NEFT/Online refund of EMD

Sl. No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile No. (for SMS)	
4	Bank Account No.	
5	Banker details: a) Name b) Branch no. c) Address	
6	Type of A/c: Saving/Current/CC/any other	
7	IFSC code	

Signature of Contractor with address.

ANNEXURE-I

(TO BE TYPED ON THE NON JUDICIAL STAMP PAPER OF
Rs. 50/- ATTESTED BY NOTARY/MAGISTRATE)

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

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

Deponent
(Authorised Signatory)

VERIFICATION

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

Deponent
(Authorised Signatory)

UNDERTAKING

(To be typed on Non Judicial stamp paper worth Rs 50/-)

Ref: - e-Tender No. RSMM/CO/GGM(Cont)/Cont-14/2023-24 Dated: 12.10.2023

Name of Tenderer

I.....S/o

Shri.....aged.....

Years, resident of.....on behalf of the

tenderer i.e. M/s.....hereby

undertake oath and state as under:-

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it. Even if any 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 are not close relative of any employee of the company (close relative means Father, mother, Brother , sister , son , daughter and spouse) nor any such close relatives are associated with our firm as proprietor/partner/share holder/member/ directors.
- (7) 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.
- (8) 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)
(Authorised Signatory)
With seal

Place:

Date:

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

ANNEXURE-VII

PROFORMA OF BANK GUARANTTEE FOR SECURITY DEPOSIT

(To be issued by a PSU(except SBI) /Axis/ICICI/HDC Bank having Branch office at Jodhpur on non-judicial stamp paper of 0.25% of BG value or as per prevailing stamp duty act as on the date of issuance of BG)

B.G. _____ Dated 00.00.20.....

This Deed of Guarantee made between ----- Bank having its registered office at _____ and its head office at _____

and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm (address of registered/RO.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of

the Contractor and agreement dated _____ entered into between RSMML and M/s. _____ (Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs _____ (Rs. _____) being equivalent to _____ % of Contract value of Rs. _____

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

1. We, (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further **extended** by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by

us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Jodhpur 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 **extend** time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or **extension** being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

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