



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

TENDER DOCUMENT

FOR

Transportation of gypsum (ROM) from Ballar &/or Ballar-II &/or Larawala gypsum mines in Khajuwala tehsil of Bikaner district to Grinding units near Anupgarh railway siding, Grinding of Gypsum (ROM), Weighing, Packing of Gypsum Powder in HDPE Bags, Stitching, Stacking, shifting of packed gypsum power from grinding unit/s to Railway Siding Plot at Anupgarh Railway Siding, Proper Stacking, Loading into B.G. Railway wagons at Anupgarh Railway Siding & other related works.

Tender No. RSMML/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Issued by:

Gr. General Manager (Contracts),
Corporate Office, RSMML, Udaipur – 313001

Cost of Non Transferable Tender Document: Rs. 4560 /- (inclusive of VAT)

Place of Sale of Tender: From office of FA , C.O., Udaipur, or download from website.

Period of Sale of Tender: From 27.01.2012 to 16.02.2012 till 01.00 Noon

Last Date of Submission of Tender: 16.02.2012.up to 3.00 PM

Place of Submission & Opening (Part –I): GGM (Cont.), C.O., Udaipur

Date of Opening of Techno-commercial (Part –I): 16.02.2012 at 3.30 PM, C.O., Udaipur

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

Corporate Office:
4, Meera Marg, Udaipur -313001
Phone: (0294) 2428763-67,
Fax: (0294) 2428768,2428739

SBU & PC office
Sadul Club Building,
Bikaner-334001
Phone: (0151) 2523295/ 2544254
Fax: (0151) 2523519

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RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4, Meera Marg, Udaipur (Raj)

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

Ref. no:-RSMM/CO / GGM (Cont)/Cont- 28/2011-12

Dated: 19.01.2012

NOTICE INVITING TENDER

Offers are invited for tender no. RSMM/CO / GGM (Cont)/Cont-28/2011-12 Dated: 19.01.2012 for the work of “Transportation of gypsum (ROM) from Ballar &/or Ballar-II &/or Larawala gypsum mines in Khajuwala tehsil of Bikaner district to Grinding units near Anupgarh railway siding, Grinding of Gypsum (ROM), Weighing, Packing of Gypsum Powder in HDPE Bags, Stitching, Stacking, shifting of packed gypsum power from grinding unit/s to Railway Siding Plot at Anupgarh Railway Siding, Proper Stacking, Loading into B.G. Railway wagons at Anupgarh Railway Siding & other related works”

Contract period: 03 months, Tendered Quantity 60,000 MT, EMD: Rs. 3,38,000/- , tender document cost: Rs. 4560/- & last date of submission of offer: 16.02.2012

The tender document can be purchased from our corporate office during office hours or downloaded from our website. For details of Pre-Qualification Criteria & other terms and conditions visit us on our web site www.rsmm.com or contact SM(Cont.) at above address.

Group General Manager (Contract)



RAJASTHAN STATE MINES & MINERALS LIMITED

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Corporate Office : 4, Meera Marg, Udaipur (Raj)

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

Ref. no:-RSMM/CO / GGM (Cont)/Cont- 28/2011-12

Dated: 19.01.2012

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following works from reputed contractors having experience of similar nature of work: -

Brief Description of work	Tendered Quantity (MT)	Contract Period	EMD (Rs.)
Transportation of gypsum (ROM) from Ballar &/or Ballar-II &/or Larawala gypsum mines in Khajuwala tehsil of Bikaner district to Grinding units near Anupgarh railway siding, Grinding of Gypsum (ROM), Weighing, Packing of Gypsum Powder in HDPE Bags, Stitching, Stacking, shifting of packed gypsum power from grinding unit/s to Railway Siding Plot at Anupgarh Railway Siding, Proper Stacking, Loading into B.G. Railway wagons at Anupgarh Railway Siding & other related works (as per scope of work)	60,000MT	Three Months	Rs. 3,38,000/-
Cost of tender documents (inclusive VAT)Rs. 4,560/- payable by Demand Draft / Banker's cheque in favour of RSMML, Udaipur			
Period & place of sale of documents: from Corporate Office, Udaipur or download from our website	From 27.01.2012 to 16.02.2012 up to 01:00 PM, In case down loaded from website, tender fee to be deposited with the Techno -Commercial Offer.		
Last Date & Time of Submission of offer	Dated 16.02.2012 up to 03:00 PM at C.O. Udaipur		
Date of opening of Techno- Commercial Offer (Part-I)	Dated 16.02.2012 up to 03:30 PM at C.O. Udaipur		

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

- i) Tenderer should have minimum turnover of Rs. 129.00 lacs in any one of the three preceding financial years i.e. 2008-09, 2009-10 & 2010-11 in tenderers name.

The Tenderer should submit duly attested copy of audited balance sheets in support of turnover.

Tenderer shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. Only pre-qualified tenderer will be informed about the opening of Price Bid.

In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender. It is to be noted that, the experience & turnover of the Company / Society shall only be considered.

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

The tenderer/bidder who have earlier been suspended or banned or whose contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

Group General Manager (Contract)

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

SECTION-2

DEFINITIONS & INTERPRETATIONS

2.0 DEFINITIONS:

- 2.1.00 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.
- 2.1.01 **“RSMML” or “COMPANY or EMLPOYER 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 04-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 2.1.02 **“Appointing Authority”**, wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.03 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.1.04 **“Head of SBU &PC –Gypsum”** shall mean Group General Manager for the SBU &PC – Gypsum of RSMML or his successor in the office so designated by the Company.
- 2.1.05 **“Group General Manager (Contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor in the office so designated by the Company.
- 2.1.06 **“Agent”** shall mean the Agent for all Gypsum & Selenite Mines to notify by the company in this behalf.
- 2.1.07 **“Engineer-In-Charge or Officer in Charge or Authorized Officer”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2.1.08 **“Engineer Representative” shall** mean any resident Engineer or assistant to the Engineer –In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the contract by the company.
- 2.1.09 **“CEU Incharge”** shall mean the Mining Engineer so designed for Group of Gypsum Mines of Rajasthan State Miens Minerals Ltd., Bikaner.

- 2.1.10 **“Mines Manager”** shall mean a Mines Manager so designed by Rajasthan State Miens Minerals Ltd; Bikaner for a particular mine.
- 2.1.11 **"Approved"** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.12 **“Tender”** shall mean the offer submitted by the Individual/Partnership Firm/Co-operative society against this inquiry for acceptance by the Company.
- 2.1.13 **“Contract”** shall mean the agreement between the RSMML and Individual/Partnership Firm/Co-operative Society for execution of the work/s including therein all documents such as invitation to tender, instructions to Individual/Partnership Firm/Co-operative society, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.14 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.15 **“Tenderer or Bidder “** shall mean the person, Firm, Company or Co-operative society submitted a tender /bid against the “invitation for tender bid” & shall includes his/her legal representative, administrators, successors and executors.
- 2.1.16 **“Contractor or Successful Tenderer or Successful Bidder”** shall mean to whom 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.
- 2.1.17 **“Letter of Acceptance”** shall mean intimation by a letter/ telegram to successful tenderer /bidder that his/ its offer has been accepted, in accordance with the provisions contained in the letter/ telegram/Fax/e mail.
- 2.1.18 **“Commencement of work”** shall be reckoned from the date of issue of letter of acceptance (LOA) / work order which ever is earlier including the stipulated mobilization period.
- 2.1.19 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.1.20 **“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 scope of work from the specified area/s on per metric tonne basis.

- 2.1.21 **“Notice in writing or Written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered / head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.1.22 **“Alternation/Variation order”** means, any order given in writing by the Engineer-In-Charge to the Co-operative society from time to time effect alteration/variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.23 **“Material”** shall mean Gypsum ROM.
- 2.1.24 **“Gypsum”** shall mean all type of evaporate deposits with variable $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$ content having Calcium Sulphate constituent mineral along with other associated impurities and occur as a well-defined bed with sharp & clear demarcating contact from the overburden/ waste.
- 2.1.25 **“Waste Rock”** or **“Overburden”** or **“OB”** shall mean all types of material other than Gypsum.
- 2.1.26 **“Tonne”** shall mean metric tonne (1000 Kilograms).
- 2.1.27 **“Site”** shall mean the plant 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.
- 2.1.28 **“Statutory obligation”** would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.1.29 **“Weighbridge”** shall mean any weighbridge either departmental weighbridge/s & or public weighbridge/s authorised by the company for weighing of gypsum /Selenite.
- 2.1.30 **“Access Road”** shall mean Kuchha road connecting excavating pit to mine approach road.
- 2.1.31 **“Approach Road”** shall mean Kuchha road motorable road connected mines to nearest tar road for transportation of mineral gypsum through trucks/ trolleys/ tippers/ & etc.
- 2.1.32 **“Final Certification in 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- Gypsum.
- 2.1.33 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-In-Charge when the work/s have been completed to his satisfaction as per terms of the contract.

INTERPRETATIONS:

- 2.1.34 Words denoting **“person”** shall include Firms, Company, Co-operative Societies, associations or body of Individuals whether incorporated or not. Words denoting masculine gender or singular number shall also include the feminine gender & plural number & vice versa, where the contract so requires & permits.

SECTION-3

INSTRUCTION TO TENDERER

TENDERER TO OBTAIN THE INFORMATION HIS OWN:

- 3.01 The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have him independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy them in all respect, before the submission of offer.
- 3.02 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved and as to what all works he has to complete in accordance with these documents irrespective of any defect, omission or errors that may be found in the documents.
- 3.03 The tenderer, at the his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store godowns etc and all other factors involved in the proper execution of works. The In-charge of Anupgarh railway siding of the company / Incharge, CGGU, rawla may be contacted to familiarize with the work including visit to work site.
- 3.04 The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.

TRANSFER OF TENDER DOCUMENT:

- 3.05 Transfer of tender document to other is prohibited. For submitting the offer, it is essential to directly purchase the tender document from the Company or download from website of RSMML.

ONE BID PER TENDERER:

- 3.06 Each tender shall submit only one tender either individually or as a partnership firm or a Private Limited Company or a Co-operative Society.

COST OF BIDDING:

- 3.07 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 if the company decide to withdraw the "Invitation for tender" or modify the tender documents.

GENERAL INSTRUCTIONS FOR FILLING THE TENDER:

- 3.08 All signatures in the tender document shall be dated as well as the pages of all the sections of tender document shall be initialed at the lower right hand corner and signed wherever specified in the tender papers by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender. All papers should also bear the stamp of the tenderer.
- 3.09 The tender shall contain the name, and place of business of person or persons, participants in the tender and shall be signed by the tenderer with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Certificate issued by Registrar of Firm's Register & Partnership deed) in the tender. Tender should be signed either by all the partners or by any one partner duly authorized by all other partners of the firm. Tender by a Corporation / Company shall be signed by an authorized representative and a power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf to enclose the tender.
- 3.10 Tenders containing corrections and alterations are liable to be rejected. Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date. All overwriting, corrections & deletion shall bear initials of the tenderer. Correction should be made by written again instead of shaping or overwriting.
- 3.11 The tender should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 3.12 Tenderer, 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 mission or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.13 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through Post/Courier service. Offers through Telegraph / Fax / E-mail / Telex shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

- 3.14 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not 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 15 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 to whom tender documents may have been sold by the Company and such clarification will constitute addenda/corrigenda to, and be read as part of the tender document.

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

ADDENDA/ CORRIGENDA:

- 3.17 The company may issue Addenda/Corrigenda to Notice Inviting Tender or to this tender document before expiry of the due date of submission of tender to clarify documents or to reflect modification in the specifications or terms & conditions or Scope of work or for any other reasons.
- 3.18 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

CURRENCIES OF BID & PAYMENT:

- 3.19 The tenderer entirely in Indian Rupees shall quote the unit rates& prices.

SUBMISSION OF TENDERS:

- 3.20 The tenders shall be submitted in the office of Group General Manger (Contract), 04, Meera Marg, Corporate Office, Udaipur (Rajasthan) on or before the date and time mentioned in the Notice inviting tender (NIT).
- 3.21 Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself.
- 3.22 Tender should be submitted in two parts viz. Part-I & Part-II in separate sealed envelopes super scribed Part-1, "Techno-Commercial offer" and Part-II, "Price Bid" with tender name & NIT No.
- 3.23 Outer Sealed envelop containing above two sealed envelopes, will be marked as "name of tender & NIT No". It shall be addressed to Group General Manager (Contracts), RSMML, Udaipur.If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the Bid.
- 3.24 The following information / documents are to be given in the Part- I "Techno – commercial Bid".
- a) One complete tender document (original) as issued by Company duly filed in, signed and stamped on each page by the tenderer/ authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
 - b) In case the tender is downloaded from RSMML's web-site then prescribed tender document fee as mentioned in NIT and an undertaking to the effect that no

- addition/alteration etc. has been made in the print of downloaded tender document's shall be furnished by the bidder.
- c) Attested certificate of Incorporation/Memorandum of Article of Association /Partnership Deed duly certified by the company Secretary/Notary Public/Gazette officer as the case may or any other relevant proof regarding the status of the tenderer .In case change in the constitution of the firm after submission of offer; they shall have to inform the company at the earliest.
 - d) Earnest Money Deposit in the manner specified in NIT.
 - e) Power of Attorney in favour of the authorized representative signing the tender, as required.
 - f) Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.
 - g) Copy of PAN (Income Tax) Number.
 - h) Copy of Service Tax Registration Number.
 - i) Undertaking that no condition is mentioned in Part -II 'Price Bid' and conformation to the effect that the price quoted in part II 'Price Bid' of the tender will remain firm during contract period except escalation/de-escalation on account of variation in rate of diesel / variation in rate of Service Tax. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
 - j) Information regarding details of work of similar type and value carried out in the past years by the tenderer in support of work experience. Work orders, completion certificates & experience certificates in support of experience of carried out job of excavation by using hydraulic excavator is necessarily be enclosed.
 - k) Attested copy of the Audited Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
 - l) Information regarding equipment(s) required to be deployed by the tenderer for this work use for this work in Form-5.
 - m) "Exceptions & deviations statement" to be submitted by the tenderer.
 - n) Tenderer should submit an undertaking on Non-Judicial Stamp Paper that there is no case /litigation is pending against him with the company & other companies in relation to the work. In case there is any litigation with RSMML or any other company related to work, the details of the case should be informed. An undertaking that such litigation will not restrict the tenderer in smooth execution of tendered work shall also be provided.
 - o) Declaration whether you are covered under MSMED Act or not, if yes, then give your registration number alongwith copy of the same.
 - p) The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de-listed by RSMML.
 - q) An undertaking on Non-Judicial Stamp Paper that "We (name of tenderer including their all partners/directors/members of the society) are neither customers of RSMMLfor Gypsum nor handling/liaison/transportation agents of RSMML'S customers of Gypsum. Further we shall not become handling/liaison/transportation agents of any customers of RSMML of Gypsum during currency of the contract in case the work is awarded to us" has to be submitted necessarily alongwith the Techno-commercial offer.
 - r) Tenderer should submit an undertaking on non-judicial stamp paper of Rs. 10 that in case of award of work in his favour a detailed monthly statement of expenses incurred by him for execution of work will be provided to company alongwith necessary

supporting documents/ papers conforming that the expenses have been carried out for execution of work as per format given in tender document.

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

PART-II 'PRICE BID':

- 3.26 i) The "Price Bid" shall be submitted in one copy. The tenderer is to quote the rate in the **Form-6** provided at section of this tender document.
- ii) The rates are to be quoted in Rupees and in the prescribed price bid Performa.
- iii) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- iv) The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work if asked and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed sealed & dated by the tenderer. The rates shall be quoted on firm basis.

DEADLINE FOR SUBMISSION OF BIDS:

- 3.27 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 appointed time on the next working day.
- 3.28 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/DELAYED BID:

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

OPENING OF THE TENDER:

- 3.30 The envelop containing Part-I –Techno Commercial Bid of the offer will be opened in the office of the Group General Manager (Contract), RSMM Limited, 04 Meera Marg, Udaipur -313001 as per the date & time as 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.
- 3.31 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:

- 3.32 Tenderer is 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-5**. Deviations mentioned anywhere else in the bid should be ignored without any consequences.

EARNEST MONEY DEPOSIT (EMD):

- 3.33 The tender must pay **Earnest Money Deposit as per NIT** in the form of crossed demand draft/Banker's Cheque (Pay Order) having validly of six months in favour of the Company and drawn on any Bank having its branch at **Udaipur** and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected. The company on the earnest money so deposited by the tenderer shall pay no interest. 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 qualified bidders, which are not successful in price bidding, shall be refunded after issuance of LOA/DLOA by successful tenderer. The earnest money deposited by the successful tenderer will be refunded after acceptance of security deposit (SD), if it is in the form of Bank Guarantee. If the security deposit is in the form of Demand Draft (DD) or Banker's Cheque (Pay Order) then EMD of such bidder will be adjusted /appropriated against a part of the security deposit but shall stand forfeited if the tenderer fails to furnish security deposit as per clause and/or fails to commence the work within a period of 07 (Seven) days from the date of issue of intimation regarding acceptance of tender.
- 3.34 The earnest money of a tenderer shall be forfeited in the following cases:
- i. If the tenderer withdraws or modifies the offer after submission of the tender.
 - ii. If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as Security Deposit within one month of the date of

- work order/LOA issued in favour of tenderer but before the releasing payment of first running bill.
- iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of DLOA/LOA issued in favour of tenderer or before the releasing of first monthly running bill.
 - iv. If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

VALIDITY:

- 3.35 Tender submitted by tenderer shall remain valid for acceptance for a **period of 60 (Sixty) days** from the date of opening of the tender (Part-I of the offer).
- 3.36 The tenderer on its own shall not cancel and/or withdraw his tender not shall he make any variation therein during the period of 60 (Sixty) days or in extended period. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited. And tender will not be considered further evaluation.
- 3.37 In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extent period of validity for a specified additional period. The request and the tenderers responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.38 Prior to the detailed evaluation of bids, the Company will determine whether each bid:
 - i) is meeting the eligibility criteria.
 - ii) is the tender document has been signed & sealed.
 - iii) is accompanied by the required securities; and
 - iv) is substantially responsive to the requirement of the bidding documents.
- 3.39 A substantially responsive bid is one, which confirms to all the terms, condition and specification of the bidding 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:

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

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

CORRECTION OF ERRORS IN PRICE BID:

3.42 Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. The Company will correct errors as follows:

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
- b) Where there is discrepancy between the unit rate & the amount resulting from the multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totaling or carry forward in the amount quoted by the Contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

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

3.44 If the tenderer refuses to accept the corrections made in his bid, as above, then his bid will be rejected & EMD will be forfeited.

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

PROCESS TO BE CONFIDENTIAL:

3.46 Information relating to the examination, clarification, evaluation & comparisons of bids & recommendation for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any efforts by a bidder to influence the company's processing of bids or award decision may result in rejection of his bid.

3.47 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD OF CONTRACT:

- 3.48 The tenderer, whose bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance” 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.
- 3.49 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.

SIGNING OF THE CONTRACT AGREEMENT:

- 3.50 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 before commencement of work & releasing payment of first running bill. The cost of execution of agreement including non-judicial stamp paper shall be borne by Contractor.
- 3.51 The contract agreement shall consist of -
- i) An agreement on non-judicial stamp paper of appropriate value.
 - ii) Signed & sealed tender document along with the addend / corrigenda, if any.
 - iii) Letter of Acceptance & Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

RIGHTS OF COMPANY:

- 3.52 The Company reserves the right –
- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender,
 - iii) to increase/ decrease the quantity and period of contract, without any additional obligation on it,
 - iv) not to carry out any part of work,
 - v) to reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.53 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:

- 3.54 In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails to 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)

INTERPRETATION OF CONTRACT DOCUMENT:

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

SECURITY DEPOSIT (SD):

- 4.04 The successful tenderer shall furnish a **minimum Security Deposit of Rs. 32,28,000/- or 10% of total contract value, whichever is higher**. The total contract value will be calculated on the basis of contract rate of remuneration payable to the contractor & tendered quantity for the total period of the contractor.
- 4.05 The Security Deposit shall be furnished by way of Demand Draft / Banker's Cheque /Bank Guarantee in favour of RSMML, Bikaner within 30 [Thirty] days of the issuance of such communication of acceptance of tender, 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 Public sector Bank/ICICI/HDFC/Axis Bank having its branch at Bikaner. 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 three months. The Company shall 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.
- 4.06 The entire Security Deposit shall be refunded after the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the Contractor and the Contractor has rendered "no claim &no dues certificate" to the Company.
- 4.07 The Security Deposit shall be liable to be forfeited wholly or partly at the sold discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In

case 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 Contractor.

- 4.08 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.
- 4.09 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Contractor. He shall pay to the company on demand any balance remaining due.
- 4.11 In case the Bank Guarantee is invoked for any reason/s, the Contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 (Thirty) days from the date of invoking of original Bank Guarantee.
- 4.12 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.13 No interest is payable on S.D. amount.
- 4.14 In case of enhancement of quantum of work, due to any reason, the Contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the Contractor.

PROVIDENT FUND:

- 4.15 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.

- 4.16 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.
- 4.17 The tenderer who are not coming under the preview of EPF&MP Act but are required to deposit the PF due to applicability of the Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexur-B) for this purpose will be furnished on a stamp paper of Rs. 10/- with the Techno-Commercial (Part-I) of the offer.
- 4.18 However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labors/employees and employer's contribution, amount deposited in RPFC office against each labour's name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

SUB-LETING OF WORK:

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

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

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

TAXES:

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

WAIVER AND LIABILITY TO PAY COMPENSATION:

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

Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONES OR POSTPONED:

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

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

CONTRACTOR'S OFFICE AT SITE:

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

SAFETY, SANITARY & MEDICAL FACILITIES:

- 4.32 The Contractor and/or his sub- Contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by

law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.

- 4.33 The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.34 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Siding incharge and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.35 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.
- 4.36 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with the Contractor.

DAMAGE TO PROPERTY:

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

POWER OF ENTRY:

- 4.38 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 07 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:

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

POWER TO ORDER SUSPENSION OF WORK:

- 4.40 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the Contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The Contractor without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. 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 07 days at a stretch then Company may consider making some adhoc/ advance payment

against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the Contractor.

CHANGE IN CONSTITUTION:

- 4.41 The Contractor shall obtain prior approval in writing of the Company before any change is made in the constitution of the Firm/ Company or induction or retirement of any of the partners/ directors. If prior approval as aforesaid is not obtained the Contractor shall be deemed to have acted in contravention of the contract and the Contractor shall be responsible for the same.

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.42 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) Contract Labour (Abolition & Regulations) Act 1971
- ii) Payment of Wages Act, 1936
- iii) Employee's Provident Fund Act 1952
- iv) Payment of Bonus Act, 1965
- v) Mines Act, 1952
- vi) Payment of Workmen's Compensation Act 1923
- vii) Minimum Wages Act, 1948
- viii) Mines Rules 1955
- ix) Metalliferous Mines Regulations 1961
- x) Mines Vocational Training Rules 1966
- xi) Mines & Minerals Regulation & Development Act 1972
- xii) Mineral Conservation & Development Rules 1988
- xiii) Environment Protection Act 1986
- xiv) Fatal Accident Act 1985
- xv) Motor Vehicles Act, 1939
- xvi) Electricity Act, 1910

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

- 4.44 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.
- 4.45 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.
- 4.46 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.

COMPENSATION AND LIABILITY:

- 4.47 The Contractor at his cost shall affect insurance for all the Contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the Contractor shall require the sub- Contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- 4.48 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.
- 4.49 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:

- 4.50 Besides the liabilities of the Contractor under “Workmen’s Compensation Act”. Fatal Accident Act, M.V. Act, “Mines Act” the following shall also apply to the Contractor.
- 4.51 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the Contractor, the Contractor shall be liable for intimating within 08 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen’s Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

FORCE-MAJEURE:

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

SERVICE OF NOTICE ON CONTRACTOR:

- 4.53 Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered post 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 authorized agent at the work site and for Bikaner office.

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

- 4.54 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/ Speed post to the Company's Group General Manager at Bikaner and copy to authorized representative.
- (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his 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.
- 4.55 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:

- 4.56 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 contractor 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.
- 4.57 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor 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.
- 4.58 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.
- 4.59 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.
- 4.60 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.
- DISPUTE, JURISDICTION:**
- 4.61 The place of the contract shall be Bikaner (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU &PC-Gypsum, Bikaner of the company shall be final and binding.
- 4.62 No courts other than the courts located at Bikaner- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.63 The Contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

5.00 **APPLICABILITY:**

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

5.01 **INTRODUCTION:**

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

5.02 **LOCATION AND ACCESSIBILITY OF SITE:**

Ballar /Ballar-II/Larawala Gypsum Mines is situated is about 50 Kms from Village-Pugal. Pugal is located on Bikaner-Khajuwala Road at a distance of about 81 Kms. from District Headquarter Bikaner and 135Kms from Anupgarh railway siding.

Anupgarh Railway Station is a terminal railway station on Anupgarh-Suratgarh broad gauge line of North-Western Railway. Anupgarh as a Tehsil headquarter in District Shriganganagar in the state of Rajasthan.

5.03 **PRE-QUALIFICATION CRITERIA:**

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

- i) Tenderer should have minimum turnover of Rs. 129.00 lacs in any one of the three preceding financial years i.e. 2008-09, 2009-10 & 2010-11 in tenderers name.

The Tenderer should submit duly attested copy of audited balance sheets in support of turnover.

Tenderer shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. Only pre-qualified tenderer will be informed about the opening of Price Bid.

In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender. It is to be noted that, the experience & turnover of the Company / Society shall only be considered.

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

The tenderer/bidder who have earlier been suspended or banned or whose contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

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

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

5.05 **WATER SUPPLY, POWER AND LAND FOR OFFICE ETC:**

Land for Contractor's Field Office, Workshop (if any) etc. as per the Scope of Work.

- (i) The contractor shall make its own arrangement for land for temporary construction of contractor's Grinding Unit, field office, workshop, etc. (as per requirement in the Scope of work). The Contractor shall at his/ its own cost construct all such temporary structures or building with suitable water supply, electricity and sanitary provisions etc. in the above place.
- (ii) On completion of the entire contract work undertaken by the contractor if such temporary structure/s etc. in lease area of the company then it shall be removed by the contractor at is/its cost and site cleared as per the directions of the Engineer-in-charge. If the contractor fail to comply with such directions, the Engineer in charge may at the expense/s of the contractor, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the contractor shall have no claim whatsoever in respect thereof.

5.06 **CRITERIA FOR DECIDING LOWEST TENDERER:**

The total lowest quoted rate for total tendered work shall only be the criteria for deciding lowest tenderer.

5.07 **PRICE NEGOTIATION:**

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

5.08 **Minimum Manpower & Equipments to be deployed by contractor:**

- A) The successful tenderer shall be required to deploy minimum manpower as mentioned below:

S/ No.	Type of manpower	Minimum no. of persons required to be deployed	Qualification	Experience
1. Skilled employees				
a)	Truck Driver	30	-	Having valid driving license under Motor Vehicle Act.
b)	Supervisor for transport / grinding operations	04	Graduate	1 year experience to supervise in grinding / transport operations
2. Semi-Skilled employees				
a)	Helpers (For grinding operation)	70	-	
b)	Helper with Trucks	30		

In case for fulfillment of scope of work more number of manpower is required then the contractor at no extra cost shall deploy it. However, in case the tenderer propose to deploy additional number of manpower for fulfillment of scope of work as per the terms of tender, the tenderer is required to provide a list of manpower to be deployed by him in Form 09. The above-indicated manpower shall be in addition to minimum manpower mentioned above and provided at no extra cost for execution of work as per the terms of tender.

B) The successful tenderer shall be required to deploy requisite minimum equipment to carry out the work as follows:

S/ No.	Name of equipment	No. Of equipment	Capacity of equipment	Model
1.	Grinding Units	10	80TPD	Not older than 5 years from the date of DLOA
2.	Trucks	25	Minimum 28 MT carrying capacity	Not older than 5 years from the date DLOA
3.	Trucks	05	Minimum 15 MT carrying capacity	Not older than 5 years from the date DLOA

In case for fulfillment of scope of work more number of equipments is required then the contractor at no extra cost shall deploy it. However, in case the tenderer propose to deploy additional equipments for fulfillment of scope of work as per the terms of tender, the tenderer is required to provide a list of equipment/machinery etc. to be deployed by him in Form 08. The above-indicated equipments shall be in addition to minimum equipment mentioned above and provided at no extra cost for execution of work as per the terms of tender.

The Tenderer shall inform to officer In-charge that the equipment shall be deployed in addition to the minimum equipments as prescribed in tender document for fulfillment of the tender requirement for achieving targeted quantity.

The Company reserves its right to call for any additional information for reference as it may deem fit, so to evaluate the technical capability of the tenderer.

5.09 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK:

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

- I List of the personnel who will be engaged for execution of work.
- II List of equipment/machinery etc. along with its technical specification/ purchase invoices/ Registration Certificates;
- III The Company reserves its right to call for any addition information for reference as it may deem fit, so to evaluate the technical capability of the tenderer.

5.10 MAINTENANCES & SUBMISSION OF RECORDS, REPORTS & REGISTERS:

- 5.10.1 The tenderer shall have to ensure that its supervisory members maintains all records, registers, details etc; as required by the Company and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc; as applicable to this contract and make available the same to the Company and/ or its authorized representative at such place & time as may be directed.
- 5.10.2 Contractor shall submit daily progress reports in the format as approved by the Engineer Incharge/ concerned Mines Manager alongwith details of mine wise daily transportation of gypsum ROM alongwith weighment slips, quantity of gypsum grouted & packed, its dispatched, closing stock of Gypsum ROM, details of HDPE bags indicating date wise no. of bags used & no of HDPE bags unused.
- 5.10.3 Contractor shall submit daily progress reports in the format as approved by the Engineer Incharge / Incharge Railway siding along with details of daily received of gypsum powder packed in HDPE bags from CGGU, Rawla along with weighment slips, quantity of gypsum dispatched and closing stock of packed gypsum powder.
- 5.10.4 Authorized representative of the company shall have full authority to inspect such records at any time during the contract period.

5.11 LIABILITIES IN RESPECT OF CONTACTOR'S MACHINERY ETC.:

5.11.1 DEPLOYMENT OF EQUIPMENTS:

The contractor has to deploy fleet of machinery/equipment/s of adequate capacity to handle the volume & type of work. The minimum size of equipments as prescribed in prequalification criteria are to be deployed for execution of work.

5.11.2 CONDITIONS PERTAINING TO VEHICLES:

The vehicles deployed by the contractor for transportation work under this contract should be fit & road worthy as required under Motor Vehicle Act, 1988 & rules made therein or any other relevant act in force from time to time .The contractor shall have to provide the details of the drivers & other people entering the mine area with their photographs to the Mines Manager as required under Mines Act, 1952 & rules made there under. The company may allow loading each & every truck/trolla/tipper/dumper as per their registered capacity (RC) of vehicle under Motor Vehicle Act, 1988 as approved by concerning authority.

5.11.3 NOISE LEVEL:

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

5.11.4 **FIRE EXTINGUISHERS:**

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

5.11.5 **AUDIO-VISUAL WARNING DEVICE:**

Every vehicle deployed for the transportation work by the contractor shall be fitted with an audio-visual alarm which shall give continuous audio-visual warning during the period vehicle is operated in reverse gear. Company shall not allow entry & operation of any vehicle in the mines, which is not fitted with such an audio-visual alarm in proper working order.

5.11.6 **EQUIPMENT, MATERIAL & WORKSHOP:**

If the machines/equipments deployed by the contractor cause any accident or cause injury or death to any person working in the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the contractor to bear all sort of compensation to the person(s) affected or to the heirs of the deceases and pay all costs, damages, compensation, losses etc. occasioned on account of such accident/ injury/damage.

5.12 OTHER RESPONSIBILITIES OF CONTRACTOR:

5.12.1 In case of breakdown of machinery / default of any equipment / same shall be repaired or replaced by the contractor immediately within 72 hours, failing which the company may carry out the work at the risk & cost of the Contractor alongwith the 10 % service charges thereof and same shall be recovered from the running bills and / or security deposit (SD) amount lying with the company.

5.12.2 Working employees within the mines premises shall use the helmet, earmuff and dust mask etc. as approved by statutory authorities. The loose cloths like use of towels etc. while working shall not be allowed.

5.12.3 During progress of work, the Contractor shall at all times keep the premises occupied by him in a neat & tidy condition & free from any accumulation of rubbish & unused material.

SCOPE OF WORK:

5.13 RSMML is intending to carry out the work of transporting Gypsum (ROM) from Ballar &/or Ballar-II / Larawala gypsum Mines to grinding units near Anupgarh railway siding, grinding of Gypsum (ROM), stitching, stacking,

packing of gypsum powder in 50 Kg HDPE Bags, shifting of packed gypsum powder bags into tractor etc shall be carried on his own grinding unit at Anupgarh Railway Siding for further dispatches to buyers/ consignee. The scope of work under this contract shall include:

TRANSPORTATION PART:

- I Transportation of gypsum ROM shall be carried out from Ballar &/or Ballar-II &/or Larawala Gypsum Mines.
- II Each truck/ tipper/ trola/dumper loaded as well as empty shall be weighted at Company's weighbridge at Ballar Mines & / or public weighbridge, near mines notified by the company. The cost of weightment on notified weighbridge authorized by the company near mines should be borne by the contractor only whereas no weightment charge shall be paid by the contractor in case of weightment is carried out in Company's weighbridge. The company shall have full right to weightment of any truck/ tipper/ trola/dumper transporting the mineral gypsum on enroute to Anupgarh or at Anupgarh Railway siding before unloading of material at grinding units near Anupgarh Railway siding.
- III Unloading the gypsum from each trucks/ tippers/ trollas/dumpers shall be carried out at specified place at grinding units near Anupgarh railway siding as per direction of the company.
- IV Unloading shall be carried out in presence of the supervisors to keep the close watch of the movement of the empty and loaded vehicles so as to avoid any collision.
- V The Company shall arrange the loading of gypsum (ROM) at the mines through another raising contractor by hydraulic excavator into trucks/ trollas/ tippers/dumpers. The trucks/ trollas/ tippers/dumpers shall have to be arranged by you.
- VI The contractor is expected to maintain close co-ordination with company's official at Mines offices and Anupgarh railway siding office of RSMML for day-to-day work.

GRINDING PART:

- I Installation of own grinding unit/s nearby Anupgarh railway siding at his own cost.
- II Mechanized Grinding (using impact crusher with grate) of Gypsum ROM followed by screening to produce particle size having 100% of the powder passes through 02mm sieve and 50% passes through 0.25mm sieve as per IS-6046-1982 or with latest amendment or equivalent standard, filling of powder gypsum into HDPE bags, weighing & making arrangement for packing 50Kg powder in each bag, double stitching of the bags by machine or as required by the buyers using nylon thread of ISI specification (to be procured by the contractor at its cost) & proper stacking of the filled powder bags of gypsum

as per the instruction of the company. HDPE bags shall be supplied by RSMML free of cost.

INTERNAL TRANSPORTATION PART:

- III Internal Transportation of gypsum powder packed in 50Kg HDPE bags from Grinding Unit to Anupgarh railway siding plots allotted/land in possession of the company and as provided by the company to the contractor at Anupgarh railway siding.
- IV Unloading of gypsum powder packed in HDPE bags from each trucks / tippers / tippers at Anupgarh railway siding plots.
- V Proper stacking of gypsum powder packed in HDPE bags at Anupgarh railway siding plots to the height as directed by the officer In-charge, Anupgarh.

WAGON LOADING PART:

- VI Complete cleaning of wagons allotted to the company for loading of gypsum powder packed HDPE bags, prior to its loading.
- VII Plugging of holes in the wagons and gaps in the door of the wagons with material like old gunny bags etc. if required which are to be arranged by the contractor at its own cost & considered necessary by the company, as per direction of the Company, to prevent spillage of the gypsum powder bags during the transit from Anupgarh to destination.
- VIII Manual loading of gypsum powder packed HDPE bags into railway wagons at railway siding at Anupgarh railway station within time prescribed by railways. Failure to load the rake within the allowed time and /or failure to load any wagons shall result in imposition of demurrage and /or detention charges and /or forfeiture of deposit or all of them. All such charges i.e. demurrage, penal freight, punitive freight if imposed by railway, shall be on the contractor's account and the same shall be recovered from the contractor.
- IX The loading shall have to be carried out as and when wagons are placed by railways against the indents placed by the company. The contractor therefore shall have to make adequate arrangements for loading at all times and ensure accordingly availability of labours etc.
- X Proper leveling of the gypsum powder packed HDPE bags up to marked level in each of the loaded wagons by labours to ensure correct loading.
- XI The contractor shall have to ensure that no material either loose or packed in HDPE bags spills out on the railway tracks during course of unloading of gypsum from trucks/tippers/dumpers/any other transporting means and loading into rail wagons.
- XII The contractor shall have to arrange retrieval of such spillage track to avoid any jamming of the tracks.

- XIII Removal of spillage of gypsum powder packed HDPE bags, occurring on account of transportation of gypsum powder on Anupgarh -Anupgarh road within 24 hours.
- XIV The contractor shall have to load the wagons as per the height determined by company or their representative and contractor jointly on the basis of volume weight factor or as per carrying capacity weight of wagon.
- XV In case of excess loading, above the mark or beyond the carrying capacity weight of wagon, the company shall have absolute right to determine and ascertain the quantum of excess loading and the excess quantity loaded shall have to unload at proper place as per the instructions of the officer Incharge at Anupgarh Railway Siding.
- XVI Similarly, in case of short loading, the company shall have absolute right to determine and ascertain the quantum of short loading may be loaded subject to permission by railway authority.
- XVII Any losses to RSMML on account of excess loading/ short loading shall be recovered from the contractor i.e. penal freight / dead freight/demerge and / or any other charges levied by railway authorities on this account.
- XVIII The contractor shall have to collect the receipt of dispatched gypsum powder at destination from the customers/consignee.
- XIX The contractor shall make the arrangement for watch & ward of packed gypsum powder in HDPE bags while in transit in their transport vehicle and / or stacking at railway siding.
- XX The contractor is expected to maintain close co-ordination with company's official & railway office at Anupgarh to get complete and upto date information regarding indents, supply of wagons and convenient placing of wagons for smooth loading operations.
- 5.14 The contractor shall not practice use of hooks for shifting, loading and unloading of HDPE bags at any stage. The damaged bags on this act shall be recovered from the contractor's running bills.

RECEIPT OF GYPSUM POWDER DESPATCHED:

- 5.15 The contractor will obtain clear receipt of dispatched gypsum powder as per Railway Receipt (R.R.) & Challan (G.R.) from Customers/ Consignee at destination and shall submit the same to the Company.
- 5.16 If the powder gypsum is not delivered within the scheduled period, under the liquidated damages clause, a penalty of 0.50% per week up to 10% of the value of quantity committed shall be imposed by the customer and same amount shall be recovered from the contractor.

- 5.17 If any deduction on account of quantity or quality is made by customer at destination, the same amount (as deducted by the customer) shall be recovered from the contractor's account.

INSPECTION OF GYPSUM POWDER TO BE DESPATCHED:

- 5.18 Contractor shall inform to Incharge, Anupgarh railway Siding & Bikaner office, at least 21days prior to availability of material for inspection so that same may be notified to the purchaser / representatives for inspection.
- 5.19 Contractor will make necessary arrangements for the purchaser or their authorized agent/representative & facilitate them for inspection of quality and specifications of powder gypsum by before loading or at any stage.
- 5.20 While inspection by purchaser or his representative, if the material fails to confirm to the specifications specified and is rejected by purchaser, No remuneration for the said quantity shall be made to the contractor.

DELIVERY OF HDPE BAGS:

- 5.21 The company would provide pre-printed bags of 50Kg capacity to the contractor for filling & packing 50Kg of gypsum powder in each.
- 5.22 The contractor shall keep a detailed record of the empty bags received, rejected, consumed & damaged and submit the same for scrutiny to the company on monthly basis.
- 5.23 The contractor shall be responsible for the safekeeping & proper storage of empty as well as packed HDPE bags issued by the company. Shortage of bags, if any above the permissible limit, shall be recovered from the contractor's bills/security @ prevailing selling price of HDPE bags at that time.
- 5.24 The contractor shall have to submit record of the total empty bags received, consumed & deliver back the quantity of HDPE bags subjected to losses as torn out & damages of HDPE bags upto 0.50% of the total numbers of HDPE bags issued or actual losses whichever is lower at the end of period of contract.
- 5.25 Any losses or damages to bags due to or attributable to the contractor to un-workmanship like act or the contractor or its workers, shall have to be made good by the contractor. The decision of the company shall be final in this regard.
- 5.26 After wagon loading, if there remains any stock of gypsum powder at loading site on account the said stock would continue to remain the property of the company and the contractor will not entertain any claim from the company in respect of such stock.

QUANTITY OF MATERIAL AT RAILWAY SIDING:

- 5.27 The quantity of the material handed back by the contractor at the end of the contract period shall be measured & determined by the Company in association with the contractor.

ALLOTMENT OF AREA FOR WORK:

- 5.28 Contractor shall be required to work in such area as may be allotted by the Engineer-In-Charge from time to time. The GGM (Gypsum) shall have right to allot the work at Kanasar railway plots & / or Suratgarh railway plots & / or Jamsar railway plots on the same rate terms & conditions assigned to the contractor as asked the contractor to work in alternative area. Decision of GGM (Gypsum) shall be final and binding in this regard. In case it is inevitable and mutually agreed upon to reduce allotment of area and/or shifting of work to other alternate area or stoppage etc. the company in this regard shall entertain no claim for any damage/ losses to the contractor.

QUANTITY & PERIOD OF CONTRACT:

- 5.29 Quantum of work envisaged under this contract is 60000 MT.
- 5.30 The management reserves the right to vary the quantum of work by $\pm 20\%$ of the total quantum of work during the currency of contract at its sole discretion and the contractor will execute the work on same rate, terms and conditions. No advance notice will be served for this.
- 5.31 In the event, quantum of work is required to be varied beyond the above mentioned tolerance limit, then the company will notify the same at least with 15 days notice to settle the matter mutually.
- 5.30 Period of contract shall be **Three (03) Months** from the date of issuance of letter of acceptance (LOA). The company may extend the period of contract for a period of **One Month on the same rate, terms & conditions in its absolute desecration of the Company.**
- 5.31 The quantity is broadly indicative. The quantity mentioned above may change depending upon the requirement of the company and/or demand from buyers. They shall not be taken to be actual and correct quantity to be executed by the Contractor in fulfillment of his/its obligations under the contract and the company is not bound by any variations.
- 5.32 In case at any time the performance of the Contractor as a whole or in part is not found satisfactory, then the company will issue a notice to improve the same within seven days. If the Contractor fails to improve its performance within this period of seven days, then the company may get that part/ the entire work done by other agency at the risk & cost of the Contractor without any further notice.

COMMENCEMENT OF WORK:

- 5.33 In the event of the award of the contract, the contractor shall have to commence the work **within 07 days from the date of issue of Letter of Acceptance (LOA).**

- 5.34 In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to withdraw the letter of acceptance and forfeit the earnest money deposit (EMD) & or security deposit (SD).

SHORTAGE AND SETTLEMENT:

- 5.35 Contractor shall be responsible for the proper handling of the ROM & packed gypsum powder while in transit. They shall be liable to make good value of shortage, wastage, pilferage or damage to the gypsum ROM in transit during the completion of work as detailed in scope of work beyond the permissible limit i.e. 1.5% of Gypsum (ROM) weighted on notified weighbridge by the company near mines. If the above losses reported more than the permissible limit than company may recover/adjust a pre-determined amount @ Rs. 1000 PMT of the shortfall quantity at the end of contract period. Further no remuneration shall be payable for transportation cost also to the contractor for the short quantity for which recoveries are to be affected.
- 5.36 Any shortage reported at the customer end in its goods receipt (GR) than company may recover/adjust a pre-determined amount @ Rs. 1350 PMT plus actual railway freight for shortfall quantity at the end of contract period.

COMPENSATION FOR SHORTFALL / DELAY IN THE TENDERED QUANTITY:

A) For Delay in commencement

In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to levy pre determined compensation @ 1% of the total contract value on weekly basis , if the delay is on the account of contractor. Further the company may withdraw the letter of Acceptance and forfeit the earnest money deposit (EMD) & /or security deposit (SD)

B) For Shortfall in tendered quantity

- 5.37 If the powder gypsum is not delivered within the scheduled period, under the liquidated damages clause, a penalty of 0.50% per week up to 10% of the value of quantity committed shall be imposed by the customer and same amount shall be recovered from the contractor.
- 5.38 If any deduction on account of quantity or quality is made by customer at destination, the same amount (as deducted by the customer) shall be recovered from the contractor's account.
- 5.39 The limit in quantity variation will not effect the application of this clause.
- 5.40 The said amount of compensation shall be payable by the Contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay/breach. The

company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills of any sum due or will become due with the company on account of any work of the contractor and the contractor shall be bound by such decision of the Company. Over and above the compensation on shortfall in execution of work, the company may at its sole discretion get the balance quantity of overall unexecuted work from any other agency at the risk and cost of the contractor and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

- 5.41 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.

RIGHT TO REVIEW PERFORMANCE:

- 5.42 Company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.
- 5.43 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.

CONTRACTOR'S REMUNERATION:

- 5.44 The remuneration to be paid by the company to the Contractor for the entire / whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the tender document/ LOA/agreement shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed, weight recorded in Rawanna Challan/ GRs as per weighment of dispatched material on the specified weighbridge by the company. The sum as ascertained shall constitute the admissible remuneration of the contractor under the contract. The Contractor shall not be entitled for any other payments, except as provided in the contract.
- 5.45 Contractor, in view of the services tendered for the work under scope of work and in view of terms and conditions mentioned herein shall be entitled to get remuneration as quoted by bidder in price bid & accepted by the company.

- 5.46 Rate should be quoted taking into consideration of all costs/ expenses such as distance of transportation, condition of haul road/transport road, condition of working site including availability of water, power & other infrastructure facilities at site, establishment of labour camp, all material & supplies, insurance, security arrangement, safety & fire arrangement used by the contractor, expenses on traveling for collecting/obtaining the railway receipt as well as material received from the consignee/buyers, levies & taxes including service tax, fees, salary, wages, PF contribution, diesel, lubricants, labour charges, etc. to be supplied / used by the contractor & all such other material & services & action that may be necessary or derived or statutory be required in connection with the execution of the work as per the contract or an may be required in terms of the contract. No extra payment on any ground whatsoever shall be considered and/ or in admissible. The rate of remuneration per MT on dispatch of gypsum powder accepted by the company shall remain firm, fixed and binding except diesel escalation/ de-escalation & service tax during the entire contract period.
- 5.47 The schedule of rates agreed rate or contract rate/ rate of remuneration shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable clause of delay/s in execution of this work by the contractor. The contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason of accounts whatsoever.

BASIS OF PAYMENT:

- 5.48 The basis of payment shall be on monthly basis for the quantity of packed gypsum powder as received by consignee/buyer (M/s UPBSN) on destination of and the receipt issued by the concerned store keeper.

TERMS OF PAYMENT (BILLING):

- 5.49 The contractor shall prepare and submit their bill/s in triplicate for the work done under this contract on monthly basis.
- 5.50 The rate of remuneration as accepted by the company and the quantity as received by consignee/buyer (on the basis of receipt issued by the consignee and submitted along with bill) shall be taken & considered for preparation of bills.
- 5.51 The contractor shall obtain a clear receipt of all the material dispatched/ loaded against each release order from the consignee/authorized representative of consignee. These receipts shall have to be submitted along with the bills for payment of remuneration.

- 5.52 The bills shall have to be submitted in the office of the Group General Manager, SBU&PC Gypsum at Bikaner after duly verification of quantity and quality by the Incharge Anupgarh of RSMML.
- 5.53 No advance against un-dispatched stocks shall be payable to the contractor.
- 5.54 The payment of the bills shall ordinarily be made within 15 days from the receipt of the bill subject to submission of clear receipt from consignee/buyers.
- 5.55 The contractor shall submit a documentary evidence of the PF amount deducted from the monthly salary of their employees actually employed by him for execution of this contract & submit details of this amount along with Contractor, s contribution to the PF commissioner for the previous month.
- 5.56 All payment shall be paid subjected to deduction of Income Tax & any other taxes as applicable from time to time & such other deductions as mentioned in this tender documents.
- 5.57 The company shall be empowered to settle all claims and payments made to contractor at the time of final bill, which will be prepared jointly by the contractor and the company at the time of closure of the contract.

ESCALATION/DE-ESCALATION:

- 5.58 Provided that in the event that there being variation in respect of the High Speed Diesel Oil, w. r. t. the frozen diesel price mentioned in this tender document base on retail price of IOCL prevalent at Bikaner as on date of issue of NIT. The company shall pay/recover the amount of such escalation/de-escalation to/from the contractor based on the dealt hereunder.

Frozen diesel rates	Rs 43.63 per liter at Bikaner.
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For Transportation Component

Provided that in the event that there being variation in respect of the High Speed Diesel Oil, w. r. t. the frozen diesel price mentioned in this tender document base on retail price of IOCL, Bikaner. The Diesel consumption Norm has been taken as **0.02 litre/Km/MT**. The company shall pay/recover the amount of such escalation/ de-escalation to/from the contractor based on the Following formula:-

Revised rate	=	Rate quoted in tender±[(round trip distance* x change in diesel price w. r. t. base price) x 0.02]
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* - Indicative average round trip distance from **Ballar & / or Ballar-II/Larawala Gypsum Mine** to Anupgarh railway Siding is 270 Kms.

For Grinding Component

Notional consumption @ **0.66 liter per MT** shall be considered for diesel escalation/de-escalation for grinding of gypsum (ROM).

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 5.59 All taxes/duties/levies as applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any variation in the statutory taxes, duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the date of submission of tender as reflected in the bills raised by the Contractor on to the company shall be to the account of the Company. The Contractor will claim reimbursement of such liability, supported by documentary evidence.

OTHER ESCALATION:

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

5.61 SERVICE TAX:

A For Item at serial no, A of Price Bid:

The quoted rates, accepted by the company are **exclusive of Service Tax**, as applicable for transportation of Gypsum from Gypsum Mines to Grinding Unit. Service tax if applicable shall be deposited by the company to the concerned department & no deduction shall be made on this account.

B For Item at serial no, B of Price Bid:

The quoted rates, accepted by the company are inclusive of Service Tax, as applicable for grinding part & other related work as per scope of work. In such case the contractor shall deposit the service tax. The present applicable rate of Service tax is @ 10.30%. However, in case of any variation in the rates of service tax for this part the same shall be recovered/reimbursed by the company

RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:

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

APPLICATION FOR COMPLETION CERTIFICATE:

- 5.63 When the contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the

contract he/she shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.

- I Obtain No Dues Certificate from the concerned CEU-Incharge.
 - II The contractor shall submit the No Claim certificate in favour of the company that No Claim has been due towards the company and he will not claim any dues after the closure of contract.
 - III Indemnification bond on Rs. 100/- on Non-judicial stamp paper.
 - IV A certificate to the effect that No outstanding claims / payments are due to the person employed by the contractor.
 - V Details of PF deposited by the contractor.
 - VI Two set of Statement of reconciliation of payment and recovery progressive bills.
 - VII Satisfactory execution of the contract certificate from the Engineer-In-Charge's.
- 5.64 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company & the DGMS or other statutory authority from time to time
- 5.65 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.

FINAL CERTIFICATE:

- 5.66 Upon expiry of the period of liability and subject to the Engineer-In-Charge being satisfied with the work or works having been duly performed by the contractor and the contractor having fulfilled all his obligations under the contract, the Group General Manager of SBU&PC-Gypsum, Bikaner 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.

FINAL PAYMENT AND CLOSURE OF CONTRACT:

- 5.67 On completion of the work and issuance of completion certificate, the contractor shall submit his / its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.
- 5.68 All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final Certificate.
- 5.69 No claim shall be made or be filed by the contractor and the company shall not be liable to pay any money to the contractor, except as specially provided for in the contract. Acceptance by the contractor of the final payment as aforesaid shall operate as estoppels and shall be, a release to the Company from all claims and liability to the contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-charge or any other person relating to or effecting the work.
- 5.70 Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/ it at the earliest & closure of the contract.

UNDERTAKING:

- 5.71 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

Date:

(Signature of tenderer with seal)

Place:

(On the letterhead of the tenderer)

FORM-I

LETTER OF SUBMISSION OF TENDER

FROM,

DATE: 00.00.2012

M/s _____

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

Sub: Tender for Transportation & Grinding of Gypsum (ROM) & Wagon Loading at Anupgarh Railway Siding & Other related works etc.

Tender No.:- RSMML/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Dear Sir,

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

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

Date, The _____ day of, _____

2012.

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

Witness

Name in Block Letters: _____

Full Address _____

(On the letterhead of the tenderer)**DOCUMENTS TO BE ENCLOSED WITH ‘TECHNO-COMMERCIAL (PART-I) BID’**

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Name of Tenderer

The documents should be submitted along with TECHNO-COMMERCIAL (PART-I) BID’ in the Proforma given below: -

1.0	Name& address of tenderer with Telephone no., Mobile No., Fax no. etc.
2.0	Status of tenderer :Individual/Proprietorship Firm/Partnership Firm/Co-operative Society/any other (Attach duly attested documents in support of your status)
3.0	One complete tender document (original) as issued by Company duly filed in, signed and stamped on each page by the tenderer/ authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
4.0	Attested certificate of Incorporation/Memorandum of Article of Association /Partnership Dead duly certified by the company Secretary/Notary Public/Gazette officer as the case may or any other relevant proof regarding the status of the tenderer .In case change in the constitution of the firm after submission of offer; they shall have to inform the company at the earliest.
5.0	Earnest Money Deposit in the manner specified in NIT.
6.0	Power of Attorney in favour of the authorized representative signing the tender, as required.
7.0	Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.
8.0	Copy of PAN (Income Tax) Number.
9.0	Copy of Service Tax Registration Number.
10.0	Undertaking that no condition is mentioned in Part -II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will remain firm during contract period except escalation/de-escalation on account of variation in rate of diesel / variation in rate of Service Tax. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
11.0	Information regarding details of work of similar type and value carried out in the past years by the tenderer in support of work experience. Work orders, completion certificates & experience certificates in support of experience of carried out job of excavation by using hydraulic excavator is necessarily be enclosed.
12.0	Attested copy of the Audited Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
13.0	Information regarding equipment(s) required to be deployed by the tenderer for this work use for this work in Form-5.

14.0	“Exceptions & deviations statement” to be submitted by the tenderer.
15.0	Tenderer should submit an undertaking on Non-Judicial Stamp Paper that there is no case /litigation is pending against him with the company & other companies in relation to the work. In case there is any litigation with RSMML or any other company related to work, the details of the case should be informed. An undertaking that such litigation will not restrict the tenderer in smooth execution of tendered work shall also be provided.
16.0	Declaration whether you are covered under MSMED Act or not, if yes, then give your registration number alongwith copy of the same.
17.0	The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de-listed by RSMML.
18.0	An undertaking on Non-Judicial Stamp Paper that "We (name of tenderer including their all partners/directors/members of the society) are neither customers of RSMMLfor Gypsum nor handling/liaison/transportation agents of RSMML'S customers of Gypsum. Further we shall not become handling/liaison/transportation agents of any customers of RSMML of Gypsum during currency of the contract in case the work is awarded to us" has to be submitted necessarily alongwith the Techno-commercial offer.
19.0	Tenderer should submit an undertaking on non-judicial stamp paper of Rs. 10 that in case of award of work in his favour a detailed monthly statement of expenses incurred by him for execution of work will be provided to company alongwith necessary supporting documents/ papers conforming that the expenses have been carried out for execution of work as per format given in tender document

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

Signature of tenderer(s)
With seal

Date: -----

Place: -----

(On the letterhead of the tenderer)

DETAILS OF EXPERIENCE

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

NAME OF TENDERER:.....

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

Work order No	Full particulars of similar work carried out by the tenderer	Period	Value of contract (break up during immediate three preceding years)	Quantity break up during immediate three preceding years	Actual completion time (months)	Penalty or liquidated damages Paid (if any)
1	2	3	4	5	6	7
		2008-09				
		2009-10				
		2010-11				

Certified that the above information is correct.

Signature of tenderer(s)
With the Seal

Date:**Place:**

Note: Complete information shall be submitted & if required additional sheets may be attached. The tenderer shall submit documentary evidence such as certified attested copies of work orders, completion certificate. TDS certificates etc in support of the work/s mentioned above in the table

(On the letterhead of the tenderer)

INFORMATION REGARDING EQUIPMENTS, WHICH TENDERER PROPOSED TO USE FOR THIS WORK

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

NAME OF TENDERER:.....

S / No.	Description	No.	Make	Capacity	Year of manufacture	Owner	Present place of deployment	Total hours clocked upto date	Approximate date when it will be deployed at site
1	Truck								
2	Tipper								
3	Trolla								
4	Dumper								
5	Grinding Unit/s								
6									
7									
8									
9	Others (Please Specify)								

Certified that the above information is correct.

Signature of tenderer/ (s)
With seal

Place:**Date:****NOTE:**

Complete information shall be submitted & if required additional sheets may be attached. The tenderer may submit the ownership details/ documentary evidence of owning the equipment mentioned above.

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATION

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Name of Tenderer

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

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

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

Place:

Date:

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

PROFORMA FOR “PRICE BID “

This part of tender should contain the 'PRICE BID' only and should be submitted in a separate sealed envelop superscripting on the envelop the tender No., Name and Address of the tenderer and indicating in bold letter 'PRICE BID' only. The Price Bid should be submitted, strictly in Proforma as given below: -

1. Name of Tenderer:.....

2. Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Sl No.	Description	Rs/MT basis.
A	Transportation of gypsum (ROM) into trucks / Dumpers / trollas from Ballar &/or Ballar-II &/ or Larawala gypsum mines in Khajuwala tehsil of Bikaner district to Grinding units near Anupgarh railway Siding in SGNR district. (Exclusive of service tax)	In Figure In Word----- -----
B	Grinding of gypsum ROM, Packing of gypsum powder in HDPE Bags, weighing, shifting of packed gypsum powder bags at Railway plots, proper stacking, loading into railway wagons at Anupgarh Railway Siding and obtaining the clear receipt of the gypsum powder dispatched (RR & GR) from customers (Inclusive of Service Tax) Present applicable rate of service tax is @10.3%	In Figure In Word----- -----
3	Total rate offered (1 + 2) (In RS. PMT)	In Figure In Word----- -----

- The rates will remain firm & fixed except on account of escalation/de-escalation due to change in diesel rate & variation in statutory taxes & duties. .
- The retail price of diesel (H.S.D.) of IOCL at Bikaner is @ **Rs. 43.63/- per liter** has to be considered as base price for quoting the above rates. No alteration in base rate of diesel is permitted.

Date: -----

Signature of Tenderer(s)
With Seal

Place: -----

(On the letterhead of the tenderer)**ANNEXURE FOR BREAKUP OF OFFERED RATE**

(To be submitted in a separate sealed envelope along with price bid)

1. Name of Tenderer:

2. Tender No. RSMM/CO/GGM(Cont)/Cont-.../2011-12 dated2012

S/No.	Description of work	Cost
Part-A Transportation of gypsum (ROM) from Ballar-I/II/Larawala gypsum mines to grinding units at Anupgarh railway Siding		
	Particulars	(Rs./MT)
i	Cost (due to interest & depreciation) of equipments	
ii	Cost of manpower	
iii	Cost of fuel	
iv	Cost of maintenance & repair	
	Other cost	
Grand Total of offered rate Rs./MT.		
Part-B Grinding of Gypsum, Stacking, Packing of Gypsum Powder in HDPE Bags, Loading of packed Gypsum Powder in BG wagons at Anupgarh Railway Siding and receiving the R.R. & G.R.		
(a)	Grinding & other related works as above	(Rs./MT)
i	Cost (due to interest & depreciation) of equipments	
ii	Cost of manpower	
iii	Cost of fuel/power	
iv	Cost of maintenance & repair	
	Subtotal	
(b)	Other jobs and cost to be involved for receiving the receipt of the from the representative of buyer and complying statutory obligations	(Rs./MT)
i.	Cost of manpower	
ii.	Other cost	
	Subtotal	
(c)	Service Tax @ 10.30%	
Sum of total (a+b+c) of offered rate Rs./MT.		

Note: The contractors are hereby advised to provide the breakup of their offered rate mentioned in the Performa of the price bid as given above otherwise their price bid may not be considered for award of the contract in spite of opening of their price bid.

Dated: -----
Place: -----

Signature of Tenderer(s)
With Seal

(On the letterhead of the tenderer)

Details of additional equipments to be deployed for execution of the work:

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

NAME OF TENDERER:.....

I shall deploy following equipments in addition to the minimum equipments as prescribed in tender document for fulfillment of tender requirement for achieving targeted contractual quantities.

S. No.	Name of equipment / vehicles	No. of equipments / vehicles to be deployed	Capacity of equipment	Model
1.	Grinding Units			
2.	Trucks			
3.	Tractors			
4.				
5.				

I/We hereby undertake that, the above-indicated equipments shall be provided by me at no extra cost for execution of work as per terms of the tender. Equipment older than five years shall not be considered.

Signature of tenderer/ (s) with seal

Place:

Date:

(On the letterhead of the tenderer)

Details of additional manpower to be deployed for execution of the work:

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

NAME OF TENDERER:.....

I shall deploy following manpower in addition to the minimum manpower as prescribed in tender document for fulfillment of tender requirement for achieving targeted contractual quantities.

S/No.	Type of manpower	Minimum no of required persons to be deployed	Qualification	Experience
1.	Skilled employees			
A	Truck driver			
B	Supervisor			
C	Any other			
2.	Semi-skilled employees			
A	Helper			
B.	Any other			
3	Un-skilled employees			
A	Not Required.			

I/We hereby undertake that, the above-indicated manpower shall be provided by me at no extra cost for execution of work as per terms of the tender.

Signature of tenderer/ (s) with seal

Place:

Date:

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

AFFIDAVIT IN SUPPORT OF TENDER

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Name of Tenderer

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

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

**DEPONENT
(Authorized signatory)**

VERIFICATION

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

**DEPONENT
(Authorized signatory)**

UNDERTAKING

(To be typed on Non Judicial stamp paper of appropriate value)

Tender No.:- RSMML/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Name of Tenderer

IS/o..... Age.....years, resident of on behalf of..... (Name of tenderer), here by undertake that: -

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with 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) That in case of award of work in our favour a detailed monthly statement of expenses incurred by us in relation to execution of this work will be provided to company alongwith necessary supporting documents/ papers conforming that the expenses have been carried out for execution of work as per format given in tender document.

Signature of Tenderer(s)

**(Authorised signatory)
With Seal**

Place:

Date:

UNDERTAKING

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

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

Tender No.:- RSMM/CO/GGM (Cont)/Cont- 28/11-12 Dated 19.01.2012

Name of Tenderer.....

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

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

Signature of Tenderer(s) with the Seal

Date: -----

Place: -----

Statement of Expenditure(On non-judicial stamp paper)**To be submitted by the contractor/Co-operative Society while executing the agreement****Owning Cost for Equipment**

I.....(name with designation) of (name of the society) hereby undertake & submit that the following expenditure were incurred by thi society during the month ..year in execution of the work(work details & DLOA ref. No.) .

Sl No.	Cost of Component/Work	Amount (Rs.)
1	Equipment no. 1 i) Invoice value ii) Road tax iii) Insurance Total	
2	Equipment no. 2 i) Invoice value ii) Road tax iii) Insurance Total	
3	Equipment no. 3 i) Invoice value ii) Road tax iii) Insurance Total	
4	Equipment no. 4 i) Invoice value ii) Road tax iii) Insurance Total	
5	Equipment no. 5 i) Invoice value ii) Road tax iii) Insurance Total	
	Any other details (pls. specify)	
	Grand Total	

Verification

I.....(Name & designation with Society name) hereby solemnly declare that the above information furnished by me is true to the best of my knowledge, no parts of the affidavit is false and nothing material has been concealed there form in terms of the provision of tender document.

Name , Signature & Phone.

Annexure-E**Statement of Expenditure**

**To be submitted by the Contractor/Co-operative Society with Monthly Running Bill
(On non-judicial stamp paper)**

I.....(name with designation) of (name of the society) hereby undertake & submit that the following expenditure were incurred by me during the month ..year in execution of the work(work details & DLOA ref. No.)

Sl No.	Cost of Component/Work	Amount (Rs.)
1	i) EMI/Interest of Equipments ii) Fuel+ Lubricants iii) Payment for the supervision and paid staff other than member of Co-operative society engaged in the contract. iv) Repair & maintenance cost	
2	Administrative Overhead i) Rent of any office building ii) Telephone iii) Electricity & water iv) Other, if any	
3	Any other expenditure	
4	Taxes Service tax	
5	Grand Total	

Verification

I.....(Name & designation with Society name) hereby solemnly declare that the above information furnished by me is true to the best of my knowledge, no parts of the affidavit is false and nothing material has been concealed there form in terms of the provision of tender document.

Name , Signature & Phone.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G. _____ Dated _____

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

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

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

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor’s failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank’s liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee,

the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Bikaner branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Gypsum or any of the Directors shall be deemed to be sufficient demand under this guarantee.

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of 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 forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor 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....