



## **RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

Regd. Office 89-90, Lal Kothi Scheme, Janpath, Jaipur

Phone 0141-2743734,2743934,fax 0141-2743735

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

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

### **e-TENDER DOCUMENT FOR**

### **“Collection and preparation of samples and its chemical & size analysis, Loading Supervision at Sanu-Limestone Mines & Jaisalmer Railway siding.**

e-Tender No. RSMM/CO/GGM(C)/Cont-31/15-16 dated 11.03.2016

Issued by:-

General Manager (Contracts),

Corporate Office, RSMML, Udaipur – 313001

**Cost of Non Transferable Tender Document: Rs. 4580 /- (inclusive of VAT)**

**Date of Downloading of Tender: From 15.03.2016 to 11.04.2016 up to 1:00 pm**

**Last Date of Online Submission of Tender: 11.04.2016 upto 3:00 PM**

**Date of Opening of Techno-commercial Part (Part I): 12.04.2016 at 3:30 PM**

**Tender Document is Non Transferable**

**Mines office:**

Sanu Limestone Mines,  
Post Box No. 56,  
JAISALMER- 345 001  
Phone: 02992-252543  
Fax: 02992-251394

**Jodhpur office:**

8, West Patel Nagar,  
Circuit House Road,  
JODHPUR- 342 011  
Phone: 0291-2511031  
Fax: 0291-2511029

**Corporate office:**

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



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(A Government of Rajasthan Enterprise)  
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Phone: 0294-2803519, 2428792, 2428763-67, fax 0294-2428768, 2428739  
Email: contractsco.rsmdl@rajasthan.gov.in

**Ref. no: -RSMM/CO/ GGM (Cont)/Cont-31/15-16/**

**Dated: 11.03.2016**

**e-NOTICE INVITING TENDER**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:

Brief Description of work	Period of contract	Earnest Money (Rs)
Collection and preparation of samples and its analysis for chemical & size & Loading Supervision from Sanu,–Limestone Mines & Jaisalmer Railway siding.	03 years	2,83,000/-
Cost of tender document is Rs.4580/- (inclusive of VAT), payable in cash/by D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee ...	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of documents	From 15.03.2016 to 11.04.2016 up to 1.00 pm,	
Last Date & Time of online Submission of offer	Dated 11.04.2016 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 12.04.2016 at 3.30 pm	

**PREQUALIFICATION CRITERIA:-**

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

- Tenderer should have minimum turnover of Rs. 36.00 Lac in any one of the last four financial years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 in its own name.
- Tenderer must have valid accreditation certificate issued by the “National Accreditation Board for Testing & Calibration Laboratories”, Government of India in the tenderer’s name.

The Tenderer should upload duly attested copy of audited balance sheets in support of turn-over & accreditation certificate issued by National Accreditation Board for Testing & Calibration Laboratories, Government of India.

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

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

The downloaded bid document shall be considered valid for participation in the bid process

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

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

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

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

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

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

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

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

## SECTION-II

### Definitions, Interpretations

#### 2.1 DEFINITIONS:

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

- 2.1.1 **“Company”** shall mean the Rajasthan State Mines & Minerals Limited (RSMML) having its Registered Office at 89-90, Lal Kothi Scheme, Janpath, Jaipur (Rajasthan) including its successors in office and assignees or its representative to authorised to act on its behalf for the purpose of the contract
- 2.1.2 The **"Managing Director"** shall mean the Managing Director of RSMML
- 2.1.3 **“Head of SBU &PC –Limestone”** shall mean Group General Manager for the SBU &PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.1.4 The **“Group General Manager (Contract)”** shall mean the Group General Manager of Contract Division, Corporate office, 4- Meera Marg, Udaipur so designated or his successors in office.
- 2.1.5 The **"Unit In-charge"** shall mean the Unit In-charge of Limestone Unit of Company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.6 **“Mines”** shall mean Sanu Limestone Mines situated near Sanu in Jaisalmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd
- 2.1.7 **"Agent"** shall mean the Agent for Limestone Mines notified by the Company.
- 2.1.8 **"Mines Manager"** shall mean the Mines Manager so designated for Limestone Mines by the Company.
- 2.1.9 **“Engineer in Charge”/“Officer In charge”** shall mean an officer of the Company specifically authorized for executing the contract for company.
- 2.1.10 **"Approved"** shall mean approved in writing by the company/Engineer In charge or officer in charge.
- 2.1.11 **"Tendered Rates" or "Work Rates" or “Rate of remuneration”** shall mean the rates entered in figures and words in schedule by the tenderer/ and accepted by the Company, as payable to the contractor for execution and performance of work.
- 2.1.12 **"Statutory obligation(s)"** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mines/ working areas to those which may come force during pendency of contract.
- 2.1.13 The **"Contractor” or “Third party Analyst”** shall mean the individual or the Firm or company whose offer has been accepted by the company and who has been awarded the job(s) envisaged under this tender. It will include their Legal Representative, successors and Permitted Assigns.
- 2.1.14 The **"Contract"** shall mean the agreement to execute the job as envisaged under this tender and shall include the Signed tender documents, the complete offer submitted by the

- tenderer(s), Letter of Acceptance issued by the company, Agreement on a stamp paper, Corrigendum and addendum to the tender document, and/or any other document as deemed necessary.
- 2.1.15 “Contract Document” shall mean collectively tender documents, telex/letter of acceptance, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.16 “Letter of Acceptance” shall mean intimation by a letter/fax to successful bidder /tenderer, that his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.17 The "Work"/"Job" shall mean the works or part thereof to be executed in accordance with the contract and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.
- 2.1.18 “Commencement of work” shall be reckoned from the date of issue of letter of acceptance / works order which ever is earlier including the stipulated mobilization period.
- 2.1.19 “Tonne” shall mean metric tonne (1000 Kilograms),
- 2.1.20 “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.
- 2.1.21 “Weighbridge” shall mean any weighbridge either departmental lorry weighbridge/s & or public weighbridge/s authorized by the company for weighment of Limestone.
- 2.1.22 The "Contract Period" shall mean the period agreed & allowed for the execution of the work. It shall also include the extended period, if any.
- 2.1.23 "Completion Certificate" shall mean the certificate to be issued by the Engineer In charge after the work has been completed to his satisfaction and as per terms of contract.
- 2.1.24 “Tender document” shall mean the document issued by the company against NIT for submission of offer by the bidders.
- 2.1.25 The "Tenderer" shall mean the individual or firm or company who have submitted the offer against this tender.
- 2.1.26 “Tender” shall mean the offer submitted by the bidder against NIT for acceptance by the company.
- 2.1.27 “Siding” or “Railway Siding” shall mean the railway station siding allotted by railways to RSMML for stock of limestone gitty for onward F.O.R. dispatches to different customers through railways.
- 2.1.28 All headings and marginal notes to the various clauses to the work are solely for the purpose of giving a concise indication and not a summary of the contents thereof.

## **2.2 INTERPRETATIONS:**

- 2.2.1 Whenever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make

certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Third Party Analyst/contractor and liability thereof would be discharged to the satisfaction of the Company at the cost and consequences of the Contractor

- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of SBU & PC Lime Stone of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

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

### **2.3 DECLARATION BY THE CONTRACTOR**

- 2.3.1 The Contractor do hereby confirm and declare that they have independently inspected Mines & Railway Sidings of the SBU & Lime Stone of RSMML, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.
- 2.3.2 The Contractor has also ascertained the location and situation of various points/area/site where the departmental/contractual sample collection & preparation activities are presently undertaken and the specified points/areas including locations of crushing plants, ore stacks, weighbridges and railway sidings etc. where the Contractor would be required to undertake the work of Sampling, Analysis, Quality Assurance and Supervision of Loading of, including other data, information, particulars etc. appreciating all pros and cons and all such other information, whether technical/commercial or otherwise.
- 2.3.3 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

**SECTION-III**  
**INSTRUCTIONS TO THE TENDERER**

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

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



at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

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

### **3.2 Tender Procedure**

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

### **3.3 Tender Document Fee**

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

### **3.4 e-tendering processing charges**

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

### **TRANSFER OF TENDER DOCUMENTS**

- 3.5 Transfer of tender documents to other is prohibited. For submitting the offer it is essential to download from website & tender fee to be deposited with the Techno -Commercial offer as specified, without which the tender will be rejected.

### **ONE BID PER TENDERER**

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

### **COST OF BIDDING**

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

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

- 3.8 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 3.9 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.

- 3.10 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.11 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.12 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**

- 3.13 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.14 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 3.15 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

### **ADDENDA/CORRIGENDA**

- 3.16 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.17 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/uploaded along with the bid.

### **CURRENCIES OF THE BID AND PAYMENT**

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

### **SUBMISSION OF TENDERS**

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

- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
- iii) Copy of PAN NO.
- iv) Copy of Service Tax Registration Number
- v) Attested copy of the Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- vi) Proof for accreditation certificate and the statement showing the laboratory equipments owned by them dully attested.
- vii) Particulars regarding equipment / Laboratory/ies owned in as per tender format.
- viii) Information regarding skill & experience of supervisory staff and the site organisation, giving details of field management which the tenderer proposes to have for this work
- ix) Provident Fund Account Number of establishment and its effective date/undertaking as per enclosed format .
- x) The method /procedure to be followed by the contractor for sampling and analysis.
- xi) The tenderer should not put any counter condition. Should it become unavoidable then such exception / deviation to tender conditions be given in a separate sheet, as provided in the tender document.
- xii) Undertaking as per annexure-III & V of tender document.

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

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

- (a) The 'Price Bid' shall be submitted online in the prescribed format. The tenderer is to quote the rate in the Proforma prescribed. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-6, for quoting the price offer.
- (b) The rates are to be quoted in Rupees per Sample/ per MT as per the price format for different categories of work at mines and loading point.

- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

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

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

#### **LATE BIDS**

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

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

- 3.27 The Techno-Commercial Bid of the offer will be opened as per NIT .
- 3.28 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

#### **EXCEPTIONS AND DEVIATION**

- 3.29 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 5. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

#### **EARNEST MONEY/Bid Security**

- 3.30 The tenderer must pay Earnest Money as per DNIT having validity of three month in the form of crossed demand draft in favour of the Company and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.31 The earnest money of a tenderer shall be forfeited in the following cases:-
- i If the tenderer withdraws or modifies the offer after submission of the tender.
  - ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.

- iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

### **VALIDITY**

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

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

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

- 3.33 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) Meets the eligibility criteria.
  - ii) Has been properly signed;
  - iii) Is accompanied by the required securities; and
  - iv) Is substantially responsive to the requirements of the Bidding documents.
- 3.34 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
  - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
  - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

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

- 3.35 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to

carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

- 3.36 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.37 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.38 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

### **BASIS OF ARRIVING THE LOWEST TENDERER**

- 3.39 The basis of arriving at the lowest tenderer shall be as under-  
The composite remuneration payable per year i.e. arithmetic summation of total offered remuneration as quoted per year for item Nos. (1.0) 1, 2, 3, & (2.0) 1 of the Price Bid (Form-6)/BOQ shall only be considered for deciding the successful tenderer. The remuneration will be calculated on the basis of tendered quantity and offered rate for each item.

### **NEGOTIATIONS**

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

### **CORRECTION OF ERRORS**

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

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

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

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

#### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 3.47 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 3.48 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

#### **SIGNING OF THE CONTRACT AGREEMENT**

- 3.49 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- 3.50 The contract agreement shall consist of –
- i) An agreement on non-judicial stamp paper of appropriate value,
  - ii) Tender document, along with the addenda/corrigendum, if any.
  - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
  - iv) Agreed Variation, if any,
  - v) Any other document as mutually agreed.

#### **RIGHTS OF COMPANY**

- 3.51 The Company reserves the right –
- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.
  - ii) To accept the lowest tender or assign reasons for not accepting the lowest tender.
  - iii) To further split the work amongst more than one contractor.



- iv) To increase / decrease the quantity and period of contract.
- v) Not to carry out any part of work.
- vi) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.

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

#### **REFUSAL / FAILURE**

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

#### **3.54 INTERFERENCE WITH PROCUREMENT PROCESS:**

In case the bidder

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

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

**SECTION -IV**  
**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

**INTERPRETATION OF CONTRACT DOCUMENT:**

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

**SECURITY DEPOSIT**

- 4.4 The tenderer shall furnish Security Deposit equivalent to 10% of the total contract value through Demand Draft/Bank Guarantee in favour of RSMML, Jodhpur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance , for due 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(except SBI)/ICICI/Axis/HDFC Bank having its branch at Jodhpur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- . No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the Contractor and the Contractor has rendered. “No claim and No dues Certificate” to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case 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.
- 4.7 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.

- 4.8 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.
- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10 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.
- 4.11 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.
- 4.12 No interest is payable on S.D. amount.
- 4.13 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.

#### **SUB-LETING OF WORK:**

- 4.14 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 of Engineer-In-charge 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:**

- 4.15 The Contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.16 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.
- 4.17 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.

## **PROVIDENT FUND**

- 4.18 The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.19 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.20 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure-II) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- 4.21 However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge

## **MISCELLANEOUS LIABILITIES:**

- 4.22 The contractor shall be responsible for making all arrangements at its cost and expenses for:-
- a. Suitable accommodation for its staff, labour/workers.
  - b. Drinking water, medicines, and medical aid, for the staff, labour/ workers at the working site and at their residences.
  - c. Safety and discipline of the staff, labour/workers employed by them.
  - d. Providing helmets, safety boots, ear muffs, dust masks, safety goggles, safety belts and other protective equipments as may be/ are required under the law and as may be directed by the Company from time to time, to the staff, labour/workers deployed by them.
- 4.23 The Company shall not in any manner be responsible for any or part of the above obligations of the Third Party Analyst. If any expenditure is incurred by the Company on the above items, that will be recovered from the Third Party Analyst bills/ security deposit.

**MEDICAL EXAMINATION:**

- 4.24 Every working member of the Contractor in the mines shall be subjected to initial and periodical medical examination(s) as per provisions of the Mines Rules, 1955. Such medical examination(s) shall be organized by the Company and actual expenses incurred by the Company for such medical examination(s) shall be borne by the Third Party Analyst. However, the Company shall not charge any service charges for organizing such medical examination(s).
- 4.25 The contractor has to get insurance under health & Accidental Insurance Scheme of the Sate Government for all the workers engaged under the contract at the site. The cover note of the insured workers should be submitted to the officer in charge with in 30 days time from DLOA

**DRINKING WATER:**

- 4.26 The contractor has to make suitable arrangement fro providing drinking water to his staff. In case of failure of the Contractor to arrange for supply of drinking water to its staff, labour/workers at the working places/ points, such arrangements may be made by the Company and the entire cost thereof together with such charges as may be levied by the Company shall be recovered from the bills of the Contractor and/or from its security deposit.

**ASSIGNMENT & ADDITIONAL CONTRACTS:**

- 4.27 The Third Party Analyst shall not, at any time, assign or sublet this contract or any part thereof to any other agency.
- 4.28 The Company shall have a right to engage any other contractor at any time for similar or other kind of job as may be deemed necessary by the Company.
- 4.29 The contractor shall not undertake work of similar nature at Jaisalmer (Part or full) for any of the customers of the Company who takes material from it by road or by rail .In the event it is found that the contractor is undertaking such work for any of the company's customer, it will be considered as breach of contract & the company shall be entitled to take suitable action against the contractor.

**RECORDS, REGISTERS, ETC:**

- 4.30 The contractor 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 for inspection / examination at such place & time as may be directed..

**LEGAL & STATUTORY OBLIGATIONS:**

- 4.31 The Contractor shall perform the work in accordance with all applicable codes, statutory and established practices. It is agreed and understood by between the parties hereto that the Third Party Analyst shall comply with all applicable laws, rules, regulations and by – laws whether now in force or which may hereinafter come in force during the currency of

- the work and/or carrying out the work and the work is to be done as per the sound industry practice
- 4.32 The Contractor shall be responsible for compliance of the provisions of the Mines Act, 1952 and rules and regulations made there under, Workmen's Compensation Act, 1923, Employees Provident Fund and Miscellaneous-Provisions Act, 1952, Payment of Gratuity Act, 1972, Motor Vehicles Act, 1988. Industrial Dispute Act, 1955, Industrial Vacancies (employment exchange) Act, Indian Electricity Act , RTPP Act etc. as applicable to mines to any other allied central or state enactments, rules, regulations and such obligations, the work will be liable for termination at 15 days notice given by the Company without prejudice or any of the other rights of the Company under this work.
- 4.33 The Contractor shall be liable for all claims, compensation/ costs, damages, expenses, including third party liability suffered and/or incurred by Company for un workman-like performance or breach of any other the terms hereof or his failure to carry out the work and for all damages/losses occasioned to the Company or any other third party/ies. The decision of the Group General Manager, SBU & PC Limestone of the Company regarding such failure of the Contractor and his liability for the losses etc, shall be final.
- 4.34 The Contractor shall always indemnify the Company against all the claims and liabilities for or in respect of all or any claims etc, of its staff, worker/labour engaged in respect of this work under the aforesaid acts, rules regulations thereof or otherwise for or in respect of any claim, damage compensation, expenses etc. whatsoever payable in consequence of any loss, damage, accident or injury etc, sustained by any member or any other third person including the employees of the Company. If at any time the Company is required to make any payment/claim/ compensation by virtue of any of the above acts etc., such payments shall be deemed to have been made on behalf of the Contractor and same shall be recovered from the Contractor's bill(s) or from any sum(s) due to the Third Party Analyst
- 4.35 The labour/staff/supervisors/manager etc., required for execution of the contractual work will be employed by the Third Party Analyst and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The Company will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labour, staff, supervisor & managers etc., to be engaged by the Contractor for the contracted work.
- 4.36 The Contractor shall have to make all payments to the workers / labours / staff etc. engaged by it every month latest by the 7th day of the following month, in the presence of the General Manager (Mining) or any other officer who may be nominated by the Company and a certificate to that effect shall be obtained by it from such an officer as per requirement of the (Contract Labour Regulation & Abolition) Act, 1970.
- 4.37 If the Contractor fails to pay to the workers / staff labour any dues, the Company may make arrangements for payment thereof after giving 15 days notice to the Contractor and deduct the amount along with expenses from its bills and / or from its security or in such other manner as may be deemed fit by the Company.
- 4.38 The Company shall not pay any additional amount on any such account.
- 4.39 The Company shall be entitle to deduct Income Tax and such other taxes at source from the bills of the Third Party Analyst as may be required by any department of State / Central Government or any other statutory body.

- 4.40 The contractor should take adequate precautions for protecting his employees working in the mines for any risk from fall of material from overburden dump, moving of machineries/dumpers, handling of explosives, movement of belt conveyers, fire in machineries/crusher/fuel & lubricant storage depot, loading of material in dumpers etc.
- 4.41 The contractor shall provide to his supervisors with written safe operating procedures for the work to be carried out, stating clearly the risk involved and how it is to be managed. He shall also ensure that all his workers comply with safe operating procedures
- 4.42 The contractor shall submit to DGMS returns(if required) indicating - Name of his Firm, Registration number, Name & address of person heading the Firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th April, July, October& January).

**NOTICE & COMMUNICATIONS:**

- 4.43 Any notice and all communications required to be given or sent to the Third Party Analyst under the terms of this contract will be considered as duly given if the same have been delivered to the representative of the Third Party Analyst under receipt, or, dispatched by registered A/D post, to the last known address of the Third Party Analyst. A notice required to be given to the company shall have to be sent by registered post to the Group General Manager, SBU Limestone,8-West Patel Nagar, Jodhpur of the company.

**INTERPRETATION, AMENDMENT AND MODIFICATION OF THE TERMS OF THE CONTRACT:**

- 4.44 Only Head of SBU & PC Limestone shall be competent to interpret, amend or modify any of the terms and conditions of this contract from the side of the Company.
- 4.45 The amendment to the contract will be valid, only if made in writing with mutual consent of both the parties and shall be signed by them. Such amendments shall be deemed as part of the agreement.

**FORCE MAJEURE :**

- 4.46 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 be limited to notice/s from the Directorate of Mines Safety Office, 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 and loading operation, accumulation of stock of mineral, failure of railways to supply wagons/boxes at railway siding, non-availability of Lime stone at railway siding and other places on account of road blockage due to sand dune/storms 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 and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, power cuts/partial failure/interruption shall not be construed force majeure for this purpose and

the same shall not affect in any way the performance of the Contractor under this 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.

#### **IDEMNITY**

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

#### **DISPUTE, ARBITRATION, JURISDICTION**

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

#### **APPEALS:**

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

#### **UNDERTAKING:**

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



## **Section-V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **5.1 APPLICABILITY:**

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

#### **5.2 INTRODUCTION:**

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

#### **5.3 LOCATION**

- 5.3.1 Presently, company is operating steel grade limestone mines Sanu I & II in district Jaisalmer on Jaisalmer-Ramgarh Road (maintained by Border Roads Organisation) at a distance between 54 kms and 60 kms from Jaisalmer Town. This road is passing through the mining area. Jaisalmer Railway station is terminus railway station & is connected with BG- rail line of Northern –Western Railway. In future the Company is also intent to start few new mines Sanu-III near Sanu (58 KM from Jaisalmer) in the same vicinity of Jaisalmer district.
- 5.3.2 Here Low silica limestone occurs in the horizontal bed of about 2 to 6 meters thickness. The top layer upto 2.00 mtrs comprising bouldery limestone .The limestone boulder are studded/embedded in clayey matrix. This layer is underlain by a hard compact massive layer of limestone. At places the massive limestone occurs directly from the surface. Both the layers is removed in single bench by deep hole drilling & blasting followed by excavation deploying heavy earth moving machines like excavator-dumpers etc. The excavated ROM, contains talus, is transported to the crushing plant for sizing & screening After sizing & screening, the low silica high grade limestone are despatched through company's weighbridge to Jaisalmer railway siding /consumers. Talus (low grade rejects contains clay & limestone pebbles) & high grade rejects (undersize) are transported back to worked out pits for refilling in the mined out pit.
- 5.3.3 Presently five crushing plants including departmental crusher are in operation of the average dally capacity of 6000 MT finished product. ROM for each plant is feed from the separate mine pit thus average 3-4 blast is carried out on daily basis at mines. However, in future two more crushers may be in operation of average daily capacity of 3000 MT from the separate mine pit thus average 1-2 blast may additionally be carried out on daily basis at mines
- 5.3.4 At Jaisalmer, company has their own four nos of railway siding for loading of limestone gitti in open N-boxes wagons allotted by the railways.
- 5.3.5 One in-motion weigh bridge for weighment of railway wagons is installed & operated by Indian Railways near Jaisalmer Station on Jaisalmer- Jodhpur BG rail track.

- 5.3.6 The limestone gitti is being supplied by rail to different steel plants of the country. The main customers are SAIL (Bhilai, Bokaro, Durgapur, Rourkela & IISCO steel plant, Burnpur) & Tata Steel, Jhamshepur. Tata Steel is having their own arrangement of sampling, analysis & loading Supervision at Jaisalmer railway Siding. Few more customers may like to add in future.

#### **5.4 SCOPE OF WORK**

Company is supplying SMS grade limestone to various steel plants of M/s. Steel Authority of India Ltd., M/S Tata Steel & other consumers from railway siding at Jaisalmer & in future, material shall also to be dispatched to the customers other than these steel plants. For independent sampling and analysis of the material being supplied to our consumers and to certify about quality & quantity of material dispatched, out side independent agency is proposed to be appointed for the work detailed hereunder.

The purpose of sampling and analysis of ROM and sized limestone at mine site and railway siding is to maintain & ensure consistency & assured quality of products & also quantity. The work shall be undertaken as per IS- specification in respect of sampling & analysis of limestone.

The scope of work shall be as detailed hereunder broadly include but not limited to the following and also include all associated / inter related works not specifically mentioned here will be deemed as included-

##### **5.4.1 AT MINES QUALITY CONTROL WORKS:**

- i. Collection and preparation of sample from drill cuttings of each blast / mine face and chemical analysis of composite sample of each blast /mine face to determine CaO, MgO, SiO<sub>2</sub>, Al<sub>2</sub>O<sub>3</sub>, Fe<sub>2</sub>O<sub>3</sub> and LOI & submit the analysis report within the specified time, as per requirement of the company.
- ii. Daily Collection of sample of high and low silica rejects and composite it on weekly basis & preparation for chemical analysis once in a week for each crushing plant separately at mines & sent the sample to Manager (lab) Jodhpur Laboratory of RSMML for analysis.
- iii. Collection of samples from stacks/ conveyor belt at regular intervals, as specified by the Engineer-in-charge and its size analysis for each crushing plant separately at mines & Chemical analysis of composite sample on per production shift per plant basis to determine CaO, MgO, SiO<sub>2</sub>, Al<sub>2</sub>O<sub>3</sub>, Fe<sub>2</sub>O<sub>3</sub> and LOI. & submit the analysis report within the specified time, as per requirement of the company.

##### **5.4.2 AT JAISALMER RAILWAY SIDING WORK:**

- i. Collection and preparation of representative samples for its size fraction and chemical analysis to determine CaO, MgO, SiO<sub>2</sub>, Al<sub>2</sub>O<sub>3</sub>, Fe<sub>2</sub>O<sub>3</sub> and LOI to undertake pre-dispatch inspection of material to be dispatched to customer
- ii. Computation of Bulk density of the mineral to be loaded on daily basis or as instructed to calculate the load line as per pay load capacity of Railway wagon.

- iii. Supervision of loading of mineral in the rakes including checking of cleaning of wagon prior to loading, putting up of gunny bags etc. to avoid spillage, checking leveling of mineral loaded by the loading contractor etc.
- iv. Collection and preparation of samples from the wagons for its size fraction and chemical analysis to determine CaO, MgO, SiO<sub>2</sub>, Al<sub>2</sub>O<sub>3</sub>, Fe<sub>2</sub>O<sub>3</sub> and LOI

This work shall be carried for all customers (as notified from time to time) lifting lime stone from Jaisalmer loading station except for M/s TISCO. Presently, M/s TISCO is having their own arrangement for similar nature of work by engaging independent outside agency.

- 5.4.3 The certified RR weight of railway weighbridge at Jaisalmer is treated as final for the purpose of weighment. In the absence of above, the destination station weighment shall be final.
- 5.4.4 The scope of work also includes works mentioned in special terms and conditions of the tender document.
- 5.4.5 Working hours can be round the clock as per the requirement. The third party analyst shall undertake complete work during the time of loading into wagon, in such a way so as to the release of wagons in the free time for loading allowed by railways.
- 5.4.6 The third party analyst is expected to maintain close co-ordination with Company's official, railway office at Jaisalmer to get complete and up to date information regarding indents and expected supply of wagons against indents for smooth execution of above work.
- 5.4.7 All incidental or contingent works required for the performance of works shall be done by the third party analyst at its own cost and expense and the same would not qualify for any extra payment.
- 5.4.8 Payment shall be made only for the portion of work done by the third party analyst during the entire contract period.
- 5.4.9 The entire work shall be carried out as per the IS specifications.

## 5.5 QUANTITY OF WORK -

The annual quantum of work envisaged under this tender is detailed hereunder & is only indicative.

S.No	Particulars	Quantum
(A)	<b><u>AT MINES</u></b>	
A-1.	Collection and preparation of sample from drill cuttings of each blast / mine face and chemical analysis of composite sample of each blast /mine face for CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> and LOI.	1500 nos of samples per year

A-2.	Daily Collection of sample of high and low silica rejects and composite it on weekly basis & preparation for chemical analysis once in a week for each crushing plant separately at mines & sent the sample to Jodhpur Laboratory of RSMML for analysis.	600 nos of samples per year
A-3.	Collection of samples from stacks, conveyor belt on regular 2 to 3 hours basis and its size analysis for each crushing plant separately at mines & Chemical analysis of composite sample on per production shift per plant basis for CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> and LOI.	25.00 lac MT per year
(B)	<b><u>AT JAISALMER RAILWAY SIDING</u></b>	
	Collection and preparation of samples for its size and chemical analysis of pre-dispatch inspection and during loading into wagons, strict loading supervision and correct assessment of volume of loaded quantities ( for customers other than M/S Tata Steel).	21.00 lac MT per year

The volume of work is susceptible to variation due to fluctuation in production, dispatches, demand & sale of different size of limestone gitty, supply of railway wagons & other force majeure conditions. Therefore, no guarantee can be given for overall monthly, weekly, daily quantum of work. The contractor shall not entitle or eligible to raise any claim on account of their laboratory equipments/manpower become idle on any day or any period during the contract period.

## 5.6 EQUIPMENT, MATERIALS AND LABORATORY FACILITIES:

- 5.6.1 The Contractor will have to bring and deploy requisite equipments, labour, technician, chemist, tools & tackles etc., required to execute the contract at its own cost and to the entire satisfaction of the Company. The Contractor shall provide adequate number of equipment in proper working conditions for completion of the awarded work in stipulated time schedule.
- 5.6.2 The Contractor shall make its own arrangements at its own cost for facilities like electricity, power, fuel, lubricants, water, office, well equipped laboratory, consumables etc. required for satisfactory execution of the contract. The laboratory is to be equipped as per provision of ISO requirements
- 5.6.3 During the entire period of work, the Contractor shall always maintain a stock of the necessary consumable and other items on its own cost so as to avoid any disruption of work. Consumables of standard companies only to be used like Merck etc. The work shall be performed as per standard practices & as per relevant IS standards.
- 5.6.4 The Contractor shall provide all protective equipment and safety appliances, and comply with all relevant provisions under Mines Act.- 1952 and Metalliferous Mines Regulation -1961 and Mines Rules- 1955.
- 5.6.5 The Contractor shall depute its authorised representative and it shall be the duty of representative so authorised to call on at the office of Agent or the Mines Manager or Railway siding in-charge of the company or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain instructions about their working. The Contractor shall ensure full compliance of such instructions.

## **5.7 PREQUALIFICATION CRITERIA:-**

- 5.7.1 The tenderer will be pre-qualified on the basis of the following criteria:
- i. Tenderer should have minimum turnover of Rs. 36.00 Lac in any one of the last four financial years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 in its own name.
  - ii. Tenderer must have valid accreditation certificate issued by the “National Accreditation Board for Testing & Calibration Laboratories”, Government of India in the tenderer’s name.
- 5.7.2 The Tenderer should submit duly attested copy of audited balance sheets in support of turn-over & accreditation certificate issued by National Accreditation Board for Testing & Calibration Laboratories, Government of India.
- 5.7.3 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- 5.7.4 The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.
- 5.7.5 The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document , e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.
- 5.7.6 The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.
- 5.7.7 It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.
- 5.7.8 The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.
- 5.7.9 The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.
- 5.7.10 Offers furnished through E-mail, Fax Telegram etc. shall not be considered. RSMML will not entertain any claim on account of late receipt/postal delay/non-receipt of tenders. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

- 5.7.11 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) It 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.

## **5.8 INCIDENTAL & CONTINGENT WORKS:**

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

## **5.9 DETERMINATION OF VARIOUS PARAMETERS:**

- 5.9.1 For the purpose of this contract the determination of following parameters shall be taken & treated as final and shall be binding on the Contractor.
- 5.9.2 Determination of volume to weight conversion factors by the Contractor is to be done in association with the company's representative & the same shall be approved by the General Manager, Limestone Unit, Jaisalmer/Officer In charge. However the certified RR weight of railway weighbridge at Jaisalmer is treated as final for the purpose of weighment. In the absence of above, the destination station weighment shall be final.
- 5.9.3 Weight of material dispatched in trucks as determined at Company's weigh bridge/ any other weigh bridge notified by the Company.
- 5.9.4 Any other parameter whose determination may be required in terms of this contract as decided by the Company time to time.

## **5.10 QUALITY OF PRODUCTS, SERVICES, ETC.:**

- 5.10.1 The Company will have the absolute right to reject the whole or part of testing report, if in the opinion of the Company or its authorized representative; it is found to contain substandard quality of results. In such an eventuality the company reserves the right to recover suitable compensation from the contractor.
- 5.10.2 At all times the company will be entitled to visit / inspect & check the process adopted by the contractor for drawing samples, procedure of carrying out the physical & chemical analysis of samples, quality of instruments / equipment and chemicals / reagents used for analysis, competence and capabilities of manpower. In the event any deficiency is found, the contractor will be extended an opportunity to improve, but if defects / deficiencies are not rectified within 15 days of such inspection then company shall be free to take suitable action against the contractor including claiming compensation and / or termination of the contract.

## **5.11 SPECIAL CONDITIONS FOR SCHEME OF WORK**

- 5.11.1 Sampling and analysis work as mentioned in the tender shall be done by the contractor as per Bureau of Indian Standard Specifications up dated time to time.
- 5.11.2 The contractor must set up its own well equipped laboratory at Jaisalmer and at any other place required to execute the work as per the scope of the work with adequate staff and should be capable to draw and analyses samples on per day basis as per description of work. The cost of laboratory, appliances, equipments and consumables and all other expenses shall be borne by the contractor.
- 5.11.3 The contractor shall collect / draw & prepare the samples as per the scope of work given to them. Each sample should be split into two parts, one to be kept as a reference sample for future for the minimum period of the three months from the date of sampling & other to be sent to their laboratory for analysis. The preserved part shall be used in case of any dispute raised by the customer/s.
- 5.11.4 The contractor shall submit the analysis report of the samples collected to the General Manager ,Limestone Unit, Jaisalmer and Officer Incharge within 24 hours of drawing of samples. The report should be submitted on their own letter head. Pre dispatch sampling results shall be made available to General Manager, Limestone Unit, Jaisalmer / Officer In charge of the Company before indenting the rake for steel plant or other buyers. Weekly analysis report should be sent to Head of SBU & PC- Limestone, Jodhpur. Further during the size analysis at conveyor belt, the contractor shall inform immediately to mines manager/ officer in charge/General Manager, if the oversize/undersize in the product is beyond permissible limits during screening at plant. The contractor shall also ensure for not allowing the dispatches of rejected stock from the mines to railway siding.
- 5.11.5 The contractor shall always remain in touch with General Manager, Limestone Unit, Jaisalmer / Officer In charge of the Company to know that from where and when the samples are to be collected.
- 5.11.6 Analysis report of the sample of Company's material shall not be disclosed by the contractor to any external agency/ person and shall be kept confidential.
- 5.11.7 The contractor shall also take samples of the stocks lying for dispatch time to time & as directed by General Manager, Limestone Unit, Jaisalmer / Officer In charge of the Company. The material of only desired specifications will be transported to railway siding or to customer after approval of physical & chemical analysis.
- 5.11.8 In case of any deduction by customers is made on account of poor quality received at their plants then 100` of the deducted amount (Only material cost not freight) will be recovered from the Contractor.
- 5.11.9 The certified RR weight of railway weighbridge at Jaisalmer is treated as final for the purpose of weighment. In the absence of above, the destination station weighment shall be final. In such cases, if any short or excess quantity is received beyond the carrying capacity of Railway Rakes (variation between the destination weight and RR weight) by Steel Plants, then 100% of the material cost (only material cost not freight) of short or excess quantity will be recovered from the Contractor calculated on monthly basis against the rake load material supplied to respective Plant.

## **5.12 MEASUREMENT, WEIGHMENT, ETC:**

Weight of products (sized & screened limestone gitty dispatched to the railway siding) as recorded at the authorized weigh bridge of the Company and/ or other notified weigh bridge shall be taken & treated as final for the purpose of this contract. The weight of the material dispatched from the railway siding shall be net weight of material loaded from railway siding and ascertained by Volumetric analysis of the loaded material. However, the certified RR weight of railway weighbridge at Jaisalmer is treated as final for the purpose of weighment. In the absence of above, the destination station weighment shall be final.

## **5.13 PERIOD OF CONTRACT**

5.13.1 The period of contract for the work envisaged under this tender shall be three years from the date of issue of letter for acceptance of tender/ Detailed Letter of Acceptance for award of the contract.

5.13.2 The above period of three years of contract includes the period of 30 days allowed for mobilisation reckoned from the date of issue of letter of acceptance of tender/ Detailed Letter of Acceptance. However, the Contractor shall use these 30 days for doing necessary preparatory works and mobilization. The Contractor shall commence the work with full scale within a period of 30 days from the date of issue of LOA/DLOA. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

## **5.14 TIME SCHEDULE**

5.14.1 The contractor shall commence the work within 30 days from the date of issue of Letter of Acceptance (LOA)

5.14.2 Timely sample preparation, analysis and submission of analysis report are of critical importance in context of maintaining uninterrupted production, dispatch and other critical activities. The contractor shall strictly follow the time schedule as provided by the officer Incharge for sample preparation, analysis and submission of analysis reports of the samples collected from various collection points.

5.14.3 The Third Party Analyst must make all necessary arrangements for execution of work within stipulated time from the date of award of the Contract. In case the contractor fails to commence work within this period, the company may terminate the contract & forfeiture the EMD/SD, as the case may be.

## **5.15 RATES TO BE FIRM:**

5.15.1 The rates quoted by the tenderer shall be on 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation in the rates. The rates quoted will be inclusive of all taxes, duties, levies & Service tax as applicable on this contract (upto the last date of submission of bids). The Present applicable rate of Service Tax is @14.50%.

5.15.2 Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The recovery / reimbursement to the contractor will be made against supporting documents & for only such taxes/duties/levies that are directly applicable to the contract and is applicable/reflected on his running bills.



**5.16 TERMS OF PAYMENT:**

- 5.16.1 The contractor will submit the bill on monthly basis for the works, actually executed. The rate as accepted by the company for each item (as per Form-6) & given in the LOA/DLOA/agreement alone shall be considered for this purpose. The bill (duly verified) should be submitted to the Group General Manger, Limestone Unit, Jaisalmer.
- 5.16.2 The contractor will be eligible to receive its remuneration from the Company within 15 days of receipt of their monthly bill. Payment shall be made on the basis of receipt of duly verified bill by Engineer In charge for the quantum of work & quantity of the material dispatched from mines to railway siding and also dispatched from railway siding on monthly basis. The quantity of the material sold from railway siding shall be that as certified to have been dispatched by the Contractor.

**5.17 ESCALATION/DE-ESCALATION:**

No escalation shall be payable to the contractor during the validity period of the contract.

**5.18 SUSPENSION OF WORK**

Head of the SBU & PC Lime Stone 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 such time or 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 Head of the SBU & PC Lime Stone to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Lime Stone.

**5.19 TERMINATION OF CONTRACT**

This contract shall be valid only for the period specified in the tender and shall be effective from the date of issue of the Detailed Letter of Acceptance or the date mentioned by the company in the DLOA. Pre mature termination of contract by the Company can be made in following circumstances without any liability to the company:-

- 5.19.1 In case operations or any of the connected operations are prohibited/ stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/ lease of the Company or uneconomical mining/ operations, or, lack of mineral deposits or by the DGMS on any account, or any other government/ statutory authority. It is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the Company under this sub-clause. No prior notice shall be given to the contractor.
- 5.19.2 The Company shall have the right to review the performance of work done by the contractor from time to time or monthly as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the Company, besides recovery of penalty for shortfall in work, shall have

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

- 5.19.3 If the contractor stops the work for a period exceeding ten days at a stretch, it shall be treated as breach of the contract and the Company shall be entitled to terminate the contract after giving 15 day's notice in writing to the contractor. In such a case, the Company shall also be entitled to claim damages in addition to getting the work done by other agency at the cost and risk of the contractor.
- 5.19.4 On occurrence of three defaults in a year in making payment to the staff, workers/ labour, etc., by due date, the Contract may be terminated by the Company without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the Company to recover such or any other dues from the contractor either from its bills/ security and/ or such other manner as may be deemed fit by the Company.
- 5.19.5 In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors the Company may in its absolute discretion terminate the contract forthwith without prejudice to take any other action under the contract and to get the work done for the unexpired portion of the contract from any other agency at the risk and cost of the contractor and recover the losses thereof, from the contractor.
- 5.19.6 When the contractor has refused to perform or disabled itself from performing its promise, the Company may put an end to the contract by giving one months' notice to the contractor in writing besides forfeiting the security deposit. In addition to this, the Company shall be entitled to take such other action as it may deem fit against the contractor to recover the dues, cost, charges, compensation, etc., arising from the part of the contract done by the contractor.
- 5.19.7 The contract can be terminated if at any point of time it is found that work under this contract is no longer required due to change in technology, or due to commercial considerations. A prior notice of two months shall be given to the contractor.
- 5.19.8 At any point of time if Sanu Limestone activities become economically unviable, then Company may terminate the contract with a prior notice of 45 days, at its sole discretion. In such an event the contractor shall not be entitled to get any compensation of whatever nature.
- 5.19.9 The Company reserves the right not to terminate or close the entire contract, but any part of it. The contractor shall be required to continue with the remaining part of the contract. A prior notice of one month shall be given to the contractor.

## **5.20 COMPENSATION FOR NOT CARRING OUT TARGETED WORK:**

- 5.20.1 In case of delay in commencing the work within 30 days from the date of LOA/DLOA, the company shall recover a predetermined and agreed compensation @ 0.5% of the annual contract value on fort nightly basis from the contractor. In the event the compensation exceeds 2.0% of annual contract value, the company may withdraw the letter of acceptance & forfeit the earnest money deposit (EMD) &/or Security Deposit (SD).

- 5.20.2 In case of delay in submission of report by the Third Party Analyst or failure of the Contractor to perform the work in a manner as specified in the contract, Company will be entitled for imposing a pre-determined and agreed compensation @ 10% of value of the assigned rate for the remaining unexecuted work/ delayed by the Contractor. The compensation will be recovered by way of deduction from the bills payable to the Contractor or any other amount due to the Contractor
- 5.20.3 Besides above, failure of the Contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the risk and cost of the Contractor and to recover from it the full difference of cost of making such alternative arrangements.
- 5.20.4 In case at any time the performance of the Third Party Analyst is not found satisfactory, then the Company will issue notice, giving seven days to improve the same. If the Third Party Analyst fails to improve its performance within this period of seven days, then the Company may get the work done by other agency at the cost & risk of the Third Party Analyst without any further notice.
- 5.20.5 The limits in Quantity variation will not effect the application of this clause unless approved in writing.

#### **5.21 SECURITY & WATCH AND WARD:**

- 5.21.1 The Contractor shall be responsible for safety, security, watch & ward etc., of the Company's samples under the possession of the Third Party Analyst and his own equipments.
- 5.21.2 The Contractor Analyst shall be liable for all employees engaged by it whether directly or otherwise in all respects under various statutory provisions in force from time to time as amended up to date.

#### **5.22 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:**

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

#### **5.23 CLOSING OF THE CONTRACT:**

Within 70 (Seventy) days= (60+10=70 days) of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-Charge completion certificates as to the completion of work and

clearing of the areas where he has worked for of all rubbish, dirt, rock overburden, materials, structures etc.

#### **5.24 APPLICATION FOR COMPLETION CERTIFICATE:**

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

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

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

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

#### **5.25 FINAL CERTIFICATE:**

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

**5.26 FINAL PAYMENT AND RELEASE:**

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

**UNDERTAKING:**

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

For and on behalf of the tenderer

(Signature of tenderer with seal)

Place:

Date:

(On the letter head of the tenderer)  
FORM "1"

**LETTER OF SUBMISSION OF TENDER**

FROM

Date

To:  
The Group General Manager (Contracts),  
Corporate office,  
Rajasthan State Mines & Minerals Ltd.,  
UDAIPUR 313001 (Raj).

Sub: Techno commercial offer for the work of collection, preparation and analysis of sample for chemical and size of steel grade limestone at limestone mines and at jaisalmer loading point in wagon etc., and at unloading destination point of steel plants for our limestone unit, district: jaisalmer (raj.)

Ref: **Tender No.:-RSMM/CO/ GGM(Cont)/Cont-31/2015-16 Dated: 11.03.2016**

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 quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT the form of crossed Demand Draft in favor 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.

<b>D.D. /Pay Order No &amp;Date</b>	<b>Name and Address of Bank</b>	<b>Amount</b>
-------------------------------------	---------------------------------	---------------

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, 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 have given the documentary proof as required and mentioned 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/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the \_day of, \_\_

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

Witness

Name in Block Letters:  
Full Address

(On the letter head of the tenderer)

FORM"2"

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

**Tender No.:-RSMM/CO/ GGM(Cont)/ Cont-31/2015-16 Dated: 11.03.2016**

Name of Tenderer \_\_\_\_\_

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

1	Name of the tenderer	
2	Address for Communication with the tenderer	
3	Complete Postal Address	
4	Telephone No., FAX No., E. Mail, mobile no.	
5	Telegraphic Address	
6	Status of the tenderer: (Please Tick).	
7	Individual	
8	Proprietorship firm: Attach duly attested affidavit in support of your status	
9	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed / Not Enclosed
10	Turn over during last four financial years .	
11	Year (2011-12)	
12	Year(2012-13)	
13	Year(2013-14)	
14	Year(2014-15)	
15	Any other information/document Tenderer wish to submit to strengthen his bid.	

1. The Tenderer shall upload the required document **strictly**.
2. Before uploading the documents read carefully the tender document conditions/stipulations and enclose the requisite documents only.

(Authorised Signatory)

Name of the Tenderer: -----

Designation/Relationship of the: -----

Authorised Signatory with the tenderer

Date: -----

Place: -----

**RAJASTHAN STATE MINES AND MINERALS LIMITED**

**(A Government of Rajasthan Enterprise)**

**TURN OVER DURING IMMEDIATELY LAST FOUR FINANCIAL YEARS**

**Tender No.:-RSMM/CO/ GGM(Cont)/ Cont-31/2015-16 Dated: 11.03.2016**

**NAME OF TENDERER:**

Financial year	2011-12	2012-13	2013-14	2014-15
Turn- over				

**Note:**

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

**Place:**

**Date:**

**Signature of Tenderer/s  
With seal**



(On the letter head of the tenderer)

FORM"4"

**DETAILS OF EQUIPMENTS OWNED/ HELD BY THE TENDERER**

**Tender No.:-RSMM/CO/ GGM(Cont)/ Cont-31/2015-16 Dated: 11.03.2016**

Name of Tenderer \_\_\_\_\_

		Make	Capacity	Nos.
1	Analytical Balance			
2	Hot Air Oven			
3	Hot Plates			
4	Distilled Water Plant			
5	Laboratory Grinder for Sample preparations			
6	Other related items for Size Analysis & Chemical analysis			
7	Others (Please Specify)			

Dated: -----

Place: -----

(Authorized Signatory)

Name of the Tenderer  
Designation/ Relationship of the  
Authorized Signatory with the tenderer

**EXCEPTION AND DEVIATION STATEMENT**  
**(On the letter head of the tenderer)**

**Tender No.:-RSMM/CO/ GGM(Cont)/ Cont-31/2015-16 Dated: 11.03.2016**

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 documents	Subject	Deviation

Note:- Except above mentioned (if any), all other terms and conditions of this tender document are acceptable to us.

**Signature of Tenderer with office seal**

**PROFORMA FOR 'PRICE BID'****Tender No.:-RSMM/CO/ GGM(Cont)/ Cont-31/2015-16 Dated: 11.03.2016**

Name of Tenderer

**This part of tender should contain the 'PRICE BID' only and should be submitted online in proforma given on the //www.eproc.rajasthan.gov.in:-**

S.No	Particulars	Quantum	Unit	Unit Rate in rupees (In fig. & words)	Total remuneration in Rs. per year
(1.0)	<b><u>AT MINES</u></b>	(i)	(ii)	(iii)	(iv)=(i) X (iii)
1.	Collection and preparation of sample from drill cuttings of each blast hole/ mine face and chemical analysis of composite sample of each blast hole/mine face to determine CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> and LOI.	1500 nos of samples per year	Per sample basis		
2.	Daily Collection of sample of high and low silica rejects and composite it on weekly basis & preparation for chemical analysis once in a week for each crushing plant separately at mines & sent the sample to Jodhpur laboratory of RSMML for analysis.	600 nos of samples per year	Per sample basis		
3.	Collection of samples from stacks, conveyor belt on regular 2 to 3 hours basis and its size analysis for each crushing plant separately at mines & Chemical analysis of composite sample on per production shift per plant basis to determine CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> and LOI.	25.00 lac MT per year	per tonne basis		
2.0	<b><u>AT JAISALMER RAILWAY SIDING</u></b>				
1.	Collection and preparation of samples for its size and chemical analysis of pre-dispatch inspection and during loading into wagons, strict loading supervision and correct assessment of volume of loaded quantities (for consumer other than Tata Steel).	21.00 lac MT per year	per tonne basis		
	<b>TOTAL AMOUNT FOR THE YEAR ( From item no. 1.0-1,2,3 &amp; 2.0-1 ) (For deciding the lowest bidder)</b>				

Note:

- (1) All incidental or contingent work required for the performance of above work shall be done by the contractor at his own cost and expenses and the same would not qualify for any extra payment.
- (2) The rates shall be inclusive of all & any statutory taxes/levies including service tax. The present applicable rate of Service tax is @ 14.50%.

Authorized Signatory with the tenderer

Dated: -----

Place: -----

PERFORMA FOR PF UNDERTAKING

**AFFADAVIT**

(on non judicial stamp paper worth Rs10/-)

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

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

Deponent  
(Authorised Signatory)

**VERIFICATION**

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

Deponent  
(Authorised Signatory)

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

**ANNEXURE-II**  
**PROFORMA OF BANK GUARANTTEE FOR SECURITY DEPOSIT**

(To be issued by a **PSU(except SBI) /Axis/ICICI/HDC Bank having Branch office at Jodhpur** on non-judicial stamp paper of 0.25% of BG value)

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

Dated 00.00.20.....

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

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

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

months), the bank shall be 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 Co-operative society hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Co-operative society and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the co-operative society. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU&PC-Limestone or any of the Directors shall 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 Co-operative society from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said co-operative society and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said co-operative society or for any forebearance act, or omissions on the part of the company or any indulgence of the Company to the said Co-operative society or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the co-operative society or ourselves or liquidation or winding up or dissolution or insolvency of the co-operative society not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. 00/-is made by the Bank.
7. The guarantee will not be discharged or affected if the company holds/ obtain any other security/guarantee/ promissory note from any person and/or the co-operative society and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur Courts in the state of Rajasthan alone shall have jurisdiction.  
IN WITNESSETH I, HEREBY ----- SON OF----- (designation)  
\_\_\_\_\_ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of value as per Stamp Act prevailing in the state of \_\_\_\_\_ executed at \_\_\_\_\_ this the \_\_\_\_\_ date of \_\_\_\_\_.

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

Tender No **RSMM/CO/ GGM(Cont)/ Cont-31/2015-16 Dated: 11.03.2016**

Name of Tenderer .....

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

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

Signature of Tenderer(s)

(Authorized signatory)

With Seal

Place:

Date:

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

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

Any person participating in a procurement process shall:

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

**Conflict of Interest:**

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

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

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



**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

Mines Department  
Government of Rajasthan,  
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department  
Government of Rajasthan,  
Jaipur

**(1) Filing an appeal**

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

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

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

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

- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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

Form No.1  
(see rule 83)

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:  
.....

Place .....

Date .....

Appellant's Signature

## **Annexure-VII**

### **Additional Conditions of Contract**

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

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

**Form “VIII”****Bank Details of Tender for RTGS/NEFT/Online refund of EMD**

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

**Signature of Contractor with address.**