



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

**e- TENDER DOCUMENT
FOR the work of
“Mechanical Maintenance works of IBP
at Jhamarkotra, Distt. Udaipur (Rajasthan)”**

e- Tender No. RSMM/CO/GGM(Cont)/Cont-42/19-20 Dated- 04.03.2020

Issued by

**Group General Manager (Contracts)
Corporate Office, 4 – Meera Marg, UDAIPUR – 313001**

Cost of Non Transferable Tender Document (including GST) : Rs 4720/-

Date of downloading of Tender From – 04.03.2020 to 26.03.2020 up to 1.00 pm

Last Date of Online submission of Tender: 26.03.2020 up to 3.00 pm

Date of Opening of Techno-commercial Part (Part I) : -27.03.2020 at 3.30 pm

Registered Office:

C-89 Janpath Lal Kothi Scheme,
Jaipur –302 015
Phone:0141-743734
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Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone : 0294-2428763-67,
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SBU & PC - Rock Phosphate:

Jhamarkotra Rock Phosphate Mines,
Post: Jhamarkotra - 313015, UDAIPUR
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RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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Ref. no :-RSMM/CO / GGM(Cont)/Cont-42/2019-20

Dated: 04.03.2020

DETAILED e-NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through www.eproc.rajasthan.gov.in:-

Brief Description of work	Bid security / EMD (In Rs.)	Contract Period
Mechanical Maintenance works of IBP at Jhamarkotra, Distt. Udaipur (Rajasthan)	Rs.1.53 Lakh	Two Years
Cost of tender document Rs.4720/- (non-refundable) is inclusive of GST, payable in Cash or DD/Pay order/Banker's Cheque 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 04.03.2020 to 26.03.2020 up to 1.00 pm	
Last Date & Time of online Submission of offer	26.03.2020 up to 3.00pm,	
Date of opening of Techno Commercial offer	27.03.2020 at 3:30 pm, at C.O. Udaipur	

Note: - The work shall be given to two bidders on lowest basis.

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

- The Tenderer should have minimum turnover of Rs. 19.21 lac in any one of the immediate preceding three financial years i.e., 2016-17,17-18 & 18-19 in tenderers name.

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

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

The 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 submission of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint and/or several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribed shall not be accepted. 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.

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

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 2..1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2..2 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 2..3 **“Statutory obligations(s)”** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 2..4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 2..5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2..6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2..7 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance /telegram /telex awarding the work, agreed variations, if any etc.
- 2..8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 2..9 **“Engineer-in-Charge/Officer-in-Charge”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2..10 **“Group General Manager (Contract)”** shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 2..11 **“Group General Manager (Phos)”** shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 2..12 **“Agent”** shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2..13 **“Mines Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2..14 **“Letter of Acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender

- has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 2..15 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2..16 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2..17 **“Tender”** shall mean collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- 2..18 **“Alteration /Variation Order”** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2..19 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 2..20 **“Commencement of work”** shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 2..21 **“Plant Manager”** : shall mean the Manager so designated under Mines Act. 1952 for Industrial Beneficiation Plant of Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2..22 **“Final Certificate”**: in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfilment of all Contractual Obligations as issued by the Head

INTERPRETATION

- 2..23 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2..24 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2..25 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..26 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing persons /shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2..27 General conditions of contract shall be read in conjunction with the Special Conditions Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2..28 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..29 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..30 Where any portion of the general conditions of the contracts is repugnant to or at variance with any provisions of the special conditions of the contract, then, unless a different intention appears, the provisions of the special conditions of the contract shall be deemed to override the provision of the general conditions of the contract and shall to the extent of such repugnancy or variations prevail.
- 2..31 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2..32 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.

SECTION - III
INSTRUCTIONS TO TENDERERS

3.1 General instruction for submission of the Tender :

- 3.1.1 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.
- 3.1.2 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. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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

- 3.2.1 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 3.2.2 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 3.2.3 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.

- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 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 opening of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 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 opening of part-I of tender, their bid is liable for rejection. 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.

3.5 TECHNO COMMERCIAL OFFER:-

The Technical Bid Form will be in spreadsheet format. The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC). The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly, otherwise the Bids will be summarily rejected. Scanned copy of following document should be uploaded alongwith Part I of the offer

1. Power of Attorney in favour of the authorized representative signing the tender documents.
2. PF Account No. along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
3. Attested Copy of audited/ CA certified Balance Sheets and Profit & Loss Account in support of turnover.

4. Copy of PAN & GSTN registration Number.
5. “Exceptions & deviations statement” to be submitted by the tenderer in Form-3
6. Undertaking as per annexure-II of tender document.
7. Duly filled forms and annexure of tender document.

3.6 PRICE OFFER “SCHEDULE OF RATES”

- (i) The tenderers are required to furnish their ‘**BOQ**’ in the prescribed format online only.
- (ii) Tenderer has to quote **single rate in terms of percentage (%) above / below or atpar (in BOQ i.e. Price bid online) on the rates of all the items mentioned in the ‘Schedules of Rates’ (SOR) - Annexure ‘III’** given along with tender document. Rate shall be deemed to include and cover all costs, expenses, taxes, duties, levies etc, & exclusive of GST and liabilities of every description and all risks of every kind to be taken in execution. The rate quoted by the bidder will be exclusive of GST. However the rate will be inclusive of any other levies and duties as applicable on this contract.
- (iii) No increase in rates on these accounts shall be permitted RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates
- (iv) Ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- (v) Price bid i.e. (Part II) will be opened only of those tenderers who qualify in the techno commercial bid. The due date of opening of price bid shall be informed separately to the successful bidders in the technical bid

3.7 Bid Security / EARNEST MONEY :

The tenderer shall pay Earnest Money as per NIT in the form of crossed demand draft/ Bankers Cheque (having validity of three months), of requisite amount drawn in favour of the Company payable at Udaipur, and attach the same in original with the technical bid of the tenderer, 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 returned at the earliest. The earnest money of the tenderer, who are technically successful but not awarded the work, shall also be returned after the issuance of LOA/DLOA to the successful tenderer. The earnest money deposited by the successful tenderer will be refunded after acceptance of the Security Deposit (SD), if it is in form of Bank Guarantee. If SD is in form of (DD), then EMD of such tenderer(s) will be adjusted against the SD.

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 within the validity period.

- (ii) If the tenderer does not submit the prescribed Bank Guarantee / DD as Security deposit within one month of the date of LOA/DLOA issued in favour of tenderer.
- (iii) If the tenderer does not execute the agreement in the prescribed form and within prescribed period(one month from the date of LOA/DLOA issued in favour of the tenderer).
- (iv) If it is established that the tenderer has submitted any wrong information/forged document along with the tender or thereafter .
- (v) If the tenderer fails to commence the work within prescribed period from the date of issue of intimation (LOA/DLOA).

3.8 LATE BIDS

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

3.9 EXCEPTIONS AND DEVIATION

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

3.10 Validity

The tenderer shall keep the offer open for acceptance by the company for a minimum period of 120 days from the date of opening within which period the tenderer will have no right to withdraw and/or modify his offer and in case of withdrawal/modification, the Earnest Money deposited by the Tenderer here of shall stand forfeited. This period may be extended further, if required, by mutual consent from time to time.

3.11 Rights of Company

The Company reserves the right -

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

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

3.12 NEGOTIATIONS:

- 3.12.1 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written

counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

3.12.2 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.

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

3.13 CRITERIA FOR DECIDING LOWEST TENDERER:

The lowest rate offered by the tenderer in percentage above /below/ At par in “BOQ of Schedule Rates (Annexure-III) for the work shall be the criteria for deciding lowest tenderer.

As the work is to be awarded to two tenderers on lowest basis, the company will offer the lowest accepted rate to the L-2 tenderer. In case the L-2 tenderer does not accept the offer, the same shall be offered to L-3, L-4 and onwards and whosoever accepts the offer of the company shall be awarded the contract in aforesaid manner. In case neither L-2 nor any other tenderer accept the offer of the company then the company reserve the right to either re-tender or to take any other appropriate action , it may deemed fit in the interest of the company.

3.14 SIGNING OF THE CONTRACT AGREEMENT

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

The contract agreement shall consist of:

- a. An agreement on non-judicial stamp paper of appropriate value
- b. Tender document, along with the addend/corrigenda, if any.
- c. Telex/Letter of Acceptance & Detailed Letter of Acceptance.
- d. Agreed Variation, if any,
- e. Any other document as mutually agreed.

3.15 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.

3.16 REFUSAL / FAILURE

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

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

4.1 SECURITY DEPOSIT:

- 4.1.1 The successful tenderer shall furnish a Security Deposit of 10 % of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner.
- i. The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
 - ii. The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him”
 - iii. “The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from his each running @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.”
- 4.1.2 The security deposit shall be refunded after six months from the date of completion of the contract, provided always that the contractor has raised all the bills including his final bill and subject to deductions as are permissible under these terms and all other dues to the Company arising out of execution of this contract, if any, and the contractor have fully met all the responsibilities arising out of the contract and the contractor has submitted "No claim &, No due Certificate" to the company.
- 4.1.3 The SD shall be liable to be forfeited wholly or partially at the sole discretion of the Company, should the contractor either fail to execute the work within the stipulated period or fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company.

- 4.1.4 In case of premature termination of contract, the security deposit shall be forfeited and the company shall be at liberty to recover the loss suffered by it from the contractor.
- 4.1.5 The Company is empowered to deduct from the SD any sum due and any other sum that may be fixed 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 conditions of the contract.
- 4.1.6 No interest shall be paid by the Company on the S.D. amount.
- 4.1.7 In the event of full S.D. being forfeited, the company at its discretion and without prejudice to its any other right can terminate the contract. In such an event, the company may give the same contract to any other agency at the cost and risk of the original contractor. The contractor shall not be entitled for any compensation on this account or for any loss sustained by him for whatsoever reasons.
- 4.1.8 In the event the security amount at any time during the currency of the contract falling short of the specified amount, the contractor shall forthwith make good the deficit on demand so that the total amount of S.D. will at any no time be less than the amount so specified. The company may make upon the same by way of recovering from bills.

4.2 LEGAL & STUTATORY OBLIGATIONS :

- i. The contractor shall perform the work in accordance with all applicable Acts, Statutory Rules and Regulations now in force or enforced from time to time as per the Mines Act
- ii. The contractor shall perform the work in accordance with all applicable Acts, Statutory Rules and Regulations now in force or enforced from time to time as per the Mines Act.
- iii. The contractor shall not sublet, transfer or assign this contract or any part thereof or any benefit or interest therein and there under without written consent of RSMML.
- iv. The contractor shall discharge obligations as provided in various enactments under labour laws including Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act 1952, Payment of Bonus Act, 1965, and other statutory regulations as applicable from time to time.
- v. The contractor shall disburse wages/salaries to his workmen/employees on or before the 7th day of the following month through salary bank account. In case of default in any payment to his workmen, RSMML shall be at liberty to recommend and impose suitable penalty from the contractor's bills. With regard to payment date of disbursement of wages, the contractor will inform the Personnel Department/Engineer-in-Charge at least 3 days before the date of salary disbursement.
- vi. The contractor shall authorize the site engineer/supervisor or any other such person in writing for the purpose of making liaison with Personnel Department which will include maintaining prescribed registers/submission of statistical information etc by such authorized person to Personnel Department as and when required.
- vii. The contractor is required to maintain attendance register, form "B" register, "E" register, salary advance register, and other related registers as required under the various labour laws applicable. These registers should be maintained on daily basis and made available at site for inspection/verification by authorized representative of RSMML or any concerned government authority.

- viii. The contractor shall declare weekly day of rest for his workmen and keep the Personnel Department informed for any change in the weekly day of rest. In case any work is carried out on weekly day of rest, specific permission shall be required.
- ix. The contractor should note that payment of wages/salaries to his workmen and staff should not be interlinked directly or indirectly with any payment which is due for payment to him on any account. In any and all circumstances, the contractor is liable to make salary payment to his workmen at his own level without depending on outstanding payment with RSMML, if any.
- x. RSMML cannot guarantee continuous work and therefore, no payment on account of idling of machines/tools and tackles/manpower shall be payable to the contractor.
- xi. The contractor shall indemnify RSMML against all penalties and liabilities of every kind or breach of any statute, ordinance, rules and regulations or by laws as may be applicable for and in the execution of the contract.
- xii. The contractor shall be required to take Health & Accidental Insurance Policy (Universal Health Insurance Policy) for his employees from Oriental Insurance Company Ltd. as per directives of Government of Rajasthan vide letter no. 08/854, dated 16.05.2008 within a period of one month from the date of commencement of the work.
- xiii. The contractor should take workmen compensation policy from General Insurance Company, deposit its copy with Engineer-in-Charge before commencement of work and get it effective during contract period.

4.3 PROVIDENT FUND:

- i. The contractor shall be wholly responsible for complying with the fulfillments 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.
- ii. Such contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act are required to submit an affidavit on stamp paper of appropriate value as per annexure I.
- iii. The Contractor shall remit the PF due to the Regional Provident Fund Commissioner under intimation to the Company. The contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act but are required to deposit the PF due to the applicability of the Contract Labour (Regulation and Abolition) Act may deposit the PF with the RSMML's P.F. Trust. In case the contractor remits PF dues to the RSMML's PF Trust then an additional amount @ 1.10% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges.
- iv. However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- v. Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from contractor through the EPFO website..

4.4 Taxes :

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- v. The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.
- vi. 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 / recovered by the Company, as the case may be. The reimbursement to the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

4.5 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this Contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office, Other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining , operation of IBP, accumulation of stock of saleable concentrate, failure of railways to supply wagons/boxes at railway siding, non-availability of mineral at mines/railway siding and other places due to reasons like sand dune/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall

notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

4.6 Refusal /Failure

In the event the Tenderer, after the issue of communication of acceptance of tender (LOA/DLOA) by the Company, fails/refuses to execute the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event, the Company shall have full right to claim damages thereof in addition to the forfeiture of EMD.

4.7 RIGHT TO REVIEW THE PERFORMANCE:

a The Company reserves the right to review and assess the performance of the contractor at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the Company in its absolute right and discretion may take appropriate action including termination of the contract and cancellation of the contract as per provisions of the contract.

b The company shall have absolute right to determine and ascertain the damages of loss suffered by it due to poor performance or breach of the terms and recover the cost thereof from the contractor from Security Deposit or any sum due to the contractor from the company. Company reserves the right to suspend the work without assigning any reason and without any notice due to poor performance.

4.8 TERMINATION:

a In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 15 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.

b The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business.

c The Company will be entitled to lodge its claims etc on account of such early termination of contract.

Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reasons thereof by giving thirty days' notice to the contractor at their last notified address. In such an event, the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever .

4.9 DISPUTE, JURISDICTION

- i) The place of the contract shall be Jhamarkotra Mines, Distt Udaipur (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 (Rock Phosphate) of the company shall be final and binding.
- ii) No courts other than the courts located at Udaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii) The Contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

4.10 APPEALS:

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

SECTION - V

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

5.1 SCOPE OF WORK:

To carry out mechanical jobs at Industrial Beneficiation Plant on as & when required basis. Nature of jobs normally carried out is listed in Annexure-III. Jobs not mentioned in Annexure-III, but required to be taken up for completion of the jobs mentioned in Annexure-III, are also deemed to have been included in the scope of work.

5.2 PRE-QUALIFYING CRITERIA FOR TENDERER:

- i) The Tenderer should have minimum turnover of Rs. 19.21 lac in any one of the immediate preceding three financial years i.e., 2016-17, 17-18 & 18-19 in tenderers name.

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

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

The 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 submission of techno-commercial part of tender.

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

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

The tenderer who has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribed shall not be accepted.

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.

5.3 TECHNICAL

- i In case of award of work, contractor shall mobilize and deploy manpower along with all necessary tools, tackles and machinery etc. to commence the work within 30 days from the date of issuance of LOA/DLOA Failing this, RSMML will have the right to award the work to other agency at the contractor's risk and cost as per the terms and conditions of NIT which includes forfeiture of earnest money deposit subject to provision as per clause no. 5.5..
- ii For site administration, day to day manpower control and co-ordination with RSMML, the contractor shall employ a full time supervisor at site. He will not leave the site without prior information/permission of RSMML's Engineer-In-Charge.
- iii The site supervisor should be able to get the assigned jobs executed independently as per the instructions of our Engineer-In-Charge. He should also be technically competent to read and interpret drawings/sketches/technical specifications.
- iv The manpower deployed in each trade/category (normally in fitting, welding and rigging trades) should have adequate skill and experience to carry out the jobs as per standard engineering practices.
- v The tenderer should enclose the present organization chart of his establishment.
- vi The contractor shall be required to submit the list of tools and tackles which he shall be using at site.
Safe custody of the tools tackles and other materials of the contractor shall be the sole responsibility of the tenderer.
- vii The contractor shall be responsible for providing and ensuring the use of safety helmets, safety shoes, safety belts, and other safety items while his workmen are on duty and shall follow all safety rules and regulations and safe working procedures as per the Mines Acts. In case of any violation of above requirements, the Engineer-in-Charge may stop and suspend the work till rectification of violations, for which, contractor shall only be solely responsible. Management shall also have the right to provide the above items as mentioned to the labour and deduct the cost from the bills of the contractors.
- viii Normal working hours shall be 8 hours per day from 8 AM to 4.30 PM, however management reserves the right to engage workers at other timings depending upon the requirement. However, during monthly/annual shutdowns or any breakdowns the work will have to be carried out on round the clock basis for which the contractor has to ensure sufficient manpower to work in all the three shifts. In no case the contractor shall deploy his manpower other than normal work places without prior permission of the Engineer-in-Charge.
- ix The successful contractor shall on his own/provide the following (Free of Cost), but not limited to, **tools, tackles, machines & consumables** for carrying out the different works:
 - a) Electric welding machine with accessories such as cables, holders etc and safety items.
 - b) Gas cutting sets, with accessories such as gas hoses, regulators, cutting torches, nozzles etc and safety items.
 - c) Portable drilling and grinding tools.
 - d) All marking, cutting, leveling, measuring and alignment tools and tackles.
 - e) General purpose electrodes for maintenance, fabrication works.

- f) Oxygen and acetylene gas.
- g) Tools and tackles for day to day work.
- h) All lifting tools and tackles such as chain pulley blocks, wire rope siling,U clamps, D shackles etc and tools such as spanners, (for bolts up to 100 mm size) pipe and chain wrenches (for up to 200 mm NB) hammers, files etc required to complete the job.
- i) Diesel operated portable welding generator set with trolley mounted portable welding generator of sufficientcapacity.
- j) No additional charges shall be paid by RSMML for shifting old parts from worksite to Central Stores. Maintenance of clean site and housekeeping shall be the responsibility of the contractor.
- k) Contractor should arrange vehicle, man power for transportation of tailing pipe lines (new & old), other pipe lines (new & old) and heavy equipment/items.

5.4 PERIOD OF CONTRACT:

Contact period shall be of two years from the date of issue of LOA. The company may extend the period of contract for 1 year on the same rate terms & conditions at its sole discretion in line with the provision of RTPP Act.

5.5 COMPENSATION FOR DELAY IN COMMENCEMENT / EXECUTION OF WORK :

In case the Contractor fails to commence the work with in 30 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In case the compensation amount exceeds beyond 02% then other provision of tender document including forfeiture of EMD, termination of contract may be taken at company's sole discretion.

In case of execution of works gets delayed beyond the time frame given by the engineer in charge and the delay is on account of contactors lapses of his responsibilities, penalty at following rates shall be levied:

Rs.1000/- (Rupees one thousand only) for each day of each job delayed, subject to maximum of 10% (ten percent only) of the value of such job delayed.

Engineers in charge while fixing the time frame for specific job will consider all aspects of job complexities and site difficulties associated with the job, based on past experience of similar jobs at Jhamarkotra mines.

5.6 PAYMENT TERMS:

The contractor will submit the monthly bills in triplicate to the Engineer-in-Charge of the contract. The contractor has to get daily certification for the jobs carried out by him, from the Engineer-in-Charge of RSMML. Payment of monthly running bills will be released within 15 days of their submission of bills, duly verified by the Engineer-in-Charge, after deducting statutory taxes and other applicable deductions.

5.7 CLOSING OF CONTRACT:

Within 60 days of the completion of the work in all respects, 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 was worked if necessary.

When the Contractor fulfils all his/its obligations under the contract to the satisfaction of engineering in charge and subject to terms and conditions of the contract, he/it shall be eligible to apply for completion certificate with following details :

- a A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor.
- b Details of PF deposited by the contractor.
- c 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.
- d Indemnification Bond on Non Judicial stamp paper of appropriate value.

5.7 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 (SBU Head) shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager.

5.8 FINAL PAYMENT AND RELEASE:

On completion of the work and issuance of completion certificate, the Contractor shall submit his/its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company. All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final payment.

No claim shall be made or be filed by the Contractor and the Company shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract.

Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-Charge or any other person relating to or effecting the work.

Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

- 5.9** **UNDERTAKING:** I/We do hereby declare that I/We fully read and understood the purport and content of all the Terms and Conditions of this contract, nature, quantum and scope of work and have signed each page in token of their acceptance as tender form.

Place

Signature of Tenderer with designation and seal

LETTER OF SUBMISSION OF TENDER

DATE:

FROM

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

Sub: Tender for Mechanical Maintenance works in IBP at Jhamarkotra, Distt. Udaipur (Rajasthan)

Ref: - Tender No. RSMML/CO/GGM(Cont)/Cont-42/19-20 Dated- 04.03.2020

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 in 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.

D.D. /Pay Order No &Date	Name and Address of Bank	Amount
-------------------------------------	---------------------------------	---------------

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security 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 enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work and all other requisite document as specified in the tender documents.
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 Company in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the __day of, __20__.

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

Witness

Name in Block Letters:

Full Address

General Information about the Tenderer

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	2016-17	2017-18	2018-19
Name & Address s of Banker(s) (Enclose report from banker about the tenderer)			
PF Account number			
Labour License Number			
GST Registration No.			
If tenderer is in any other business also Please specify			
Registration Details under MSMED Act.			
Others (specify)			
Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD			
Sl.No.	Description	Details	
1	Name of Tenderer		
2	e-mail ID		
3	Mobile no.(for SMS)		
3	Bank Account No.		
4	Banker details: a) Name b) Branch No. c) Address		
5	Type of A/c : Saving / Current / CC/ any other		
6	IFSC code		

Signature of Tenderer with seal

EXCEPTIONS AND DEVIATIONS
(On the letter head of the tenderer)

Ref: - Tender No. RSMM/CO/GGM(Cont)/Cont-42/19-20 Dated- 04.03.2020

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

Signature of Tenderer with office seal

FORM"4"

RAJASTHAN STATE MINES & MINERALS LIMITED (A Government of Rajasthan Enterprises) 4, Meera Marg, UDAIPUR.

DETAILS OF TOOLS AND TACKLES OWNED/ARE TO BE ARRANGED

Ref: - Tender No. RSMM/CO/GGM(Cont)/Cont-42/19-20 Dated- 04.03.2020

SI No	ITEM DESCRIPTION	MAKE	CAPACITY	QUANTITY

Place

Date

Signature of tenderer with seal

FORM"5"/ BOQ

RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprises)
4, Meera Marg, UDAIPUR

PRICE BID Performance

This part of tender should contain the 'PRICE BID' only and **should be submitted online** in the prescribed format available at website.

Ref: - Tender No. RSMM/CO/GGM(Cont)/Cont-42/19-20 Dated- 04.03.2020
Tender for Mechanical Maintenance works in IBP at Jhamarkotra, Distt. Udaipur (Rajasthan)

Sl. No.	SCOPE OF WORK	% Below / Above/ At par
1	As per the scope of work defined in the Tender document and Schedule of Rates placed at Annexure-III of tender document.	In fix <i>To be quoted online in BOQ format available at www.eproc.rajasthan.gov.in</i>

Note:

1. Tenderer has to quote single rate of percentage for the schedule of rates as per annexure – III of tender .
2. The rate quoted by the tenderer shall be inclusive of all levies & duties and exclusive of Goods & service tax.
3. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
4. Rates shall be firm & fix during pendency of the contract period.

Place
Date

Signature of tenderer with seal

AFFADAVIT

(on non judicial stamp paper worth Rs 50/-)

IS/o Shri
aged.....Years , resident ofon
behalf of the tenderer i.e. M/shereby
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
(Authorized 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
(Authorized Signatory)

AFFADAVIT

(On non judicial stamp paper worth Rs 50/-)

Tender No.:- RSMML/ CO / GGM (Cont)/Cont-42/119-20 dated 04.03.2020

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 condition/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 and all terms & conditions mentioned therein are acceptable to we/us.
- 8) I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.”

Signature of Tenderer(s)

With Seal

Date:-----

Place:-----

SCHEDULE OF RATES
FOR CARRYING OUT THE MECHANICAL MAINTENANCE WORK AT IBP, JHAMARKOTRA MINES

1. **FOR LAYING NEW PIPELINES:** Including Shifting from stores / site handling, pre fabrication, erection, bolting, alignment, welding of all pipes, & flanges, complete work with fittings, valves, Atta, bends support etc. as per site requirement- **Rate Per Meter**

S No	ITEM NAME	RATE (Rs)
i	12 mm diameter MS pipe	7
ii	25 mm diameter MS pipe	14
iii	32 mm diameter MS pipe	21
iv	40 mm diameter MS pipe	28
v	50 mm diameter MS pipe	28
vi	80 mm diameter MS pipe	36
vii	100 mm diameter MS pipe	43
viii	125 mm diameter MS pipe	57
ix	150 mm diameter MS pipe	71
X	200 mm diameter MS pipe	85
xi	250 mm diameter MS pipe	114
xii	300 mm diameter MS pipe	156
xiii	350 mm diameter MS pipe	178
xiv	400 mm diameter MS pipe	192
xv	200 mm tailing pipe line (plant to Maudi)	114
xvi	200mm tailing pipeline to new tailing dam	114
xvii	100mm pipeline for water recovery from tailing dam to MPP	47
xviii	Spray line , upper, of Belt Drum Filter, with proper drill holes –Lump Sum Rate	284
xix	Spray line , lower, of Belt Drum Filter, with proper drill holes –Lump Sum Rate	284
xx	150 mm pipeline for water recovery from tailing dam to MPP	78

2. **FOR OLD PIPELINES:** Including Shifting from/ to stores, site handling, pre fabrication, erection, bolting, alignment, welding of all pipes & flanges, completework with fittings, valves, atta, support etc, excluding bends. as per site requirement- **Rate Per Meter.**

S.No	Size	Dismantling (Rs)	Erection (Rs)	Dismantling & erection (Rs)	Dismantling, cleaning & erection (Rs)	Jam Removal, without dismantling (Rs)	Fabrication & Erection of atta (Rs)	Atta changeover (Rs)
i	12 mm diameter	1.4	3.5	4.3	8.7	2.8	NA	NA
ii	25 mm diameter	2.8	2.8	5	10	2.8	NA	NA
iii	32 mm diameter	3.60	4.2	7.5	10.4	4.3	NA	NA
iv	40 mm diameter	3.80	4.2	7.8	10.4	4.3	NA	NA
v	50 mm diameter	4	4.9	8.4	11.7	5.7	NA	NA
vi	80 m diameter	4.5	5.2	9.2	15.12	7	85	71
vii	100 mm diameter	7.5	9.2	16.3	22.5	8.5	107	88
viii	125 mm diameter	8.90	9.8	17.4	24.6	8.5	133	110
ix	150 mm diameter	12.4	16.3	28.4	37.8	8.5	160	132
x	200 mm diameter	14	17.4	31.2	45.1	10	213	176
xi	250 mm diameter	15.30	20.90	35.5	50.12	10	266	220
xii	300 mm diameter	21.70	26.70	48.3	57.60	10	320	264
xiii	350 mm diameter	27.80	31.70	55	62.8	10	373	308
xiv	400 mm diameter	30	37.30	66.70	79.90	10	426	352
xv	200 mm tailing pipeline (Plant to Maudi)	21.30	53.10	73.80	104	10	213	176
xvi	200 mm tailing pipeline to New Tailing Dam	21.30	53.10	73.80	104	10	213	176
xvii	100mm pipeline for water recovery from tailing dam to MPP	9.20	11.5	19.90	28	10	107.0	88
xviii	Spray line, Upper, of Belt Drum Filter-Lump Sum Rate	31.80	39.2	67	94	57	NA	NA
xix	Spray line, Lower, of Belt Drum Filter-Lump Sum Rate	31.80	39.2	67	94	57	NA	NA
xx	150 mm pipeline for water recovery from tailing dam to MPP	15.30	20.3	34.5	47	10	160	132

03. HDPE PIPE LINES/ PP PIPELINES- NEW PIPELINES

New pipeline laying work, with suitable support, joints, flanges, welding, etc. as per site requirement -per meter rate. Shifting from stores to site, welding, etc.

S.No.	ITEM NAME	Rate (Rs)
i	25 mm diameter	1.4
ii	30 mm diameter	1.4
iii	36 mm diameter	2.8
iv	40 mm diameter	2.8
v	50 mm diameter	2.8
vi	80 mm diameter	4.3
vii	100 mm diameter	5.7
viii	150 mm diameter	7
ix	200 mm diameter	10

04 FOR OLD HDPE PIPE LINES PER METER LENGTH RATE

Old pipeline laying work with suitable support, joints, flanges etc. as per site requirement -per meter rate. Shifting from stores to site, welding & returning of old pipes to stores.

S.No	Size	Dismantling (Rs)	Erection (Rs)	Dismantling Cleaning & Erection (Rs)	Jam removal without dismantling (Rs)
i	25 mm diameter	2.1	2.8	4.3	1.4
ii	30 mm diameter	2.5	3.2	5.5	1.4
iii	36 mm diameter	2.8	3.6	6.25	1.4
iv	40 mm diameter	2.8	3.6	6.25	1.4
v	50 mm diameter	2.8	5.0	7.0	1.4
vi	80 mm diameter	4.3	5.0	7.0	1.4
vii	100 mm diameter	4.3	5.0	8.5	2.1
viii	150 mm diameter	5.0	5.7	8.9	2.1
ix	200 mm diameter	5.7	6.0	11.4	2.8

5 FABRICATION & ERECTION OF CHUTES, GRIZZLY, ETC: -including shifting of material from stores to site & shifting of materials from site to stores & sitehandling as required.

S No	Description	Rate (Rs)
i	Fabrication and erection of chutes, hoppers, hoods, grizzly, skirt, structures, frames, walkways, railings, stair case, and headers etc. per MT rate.	4565/-
ii	Dismantling of old grizzly of LGO Hopper	7100/-
iii	Fabrication & Erection of grizzly of LGO Hopper	41890/-
iv	Interchange of grizzly of LGO Hopper	14200/-

06 CUTTING & WELDING OF PLATES & PIPES

S No	Description	Rate (Rs)
i	Gas cutting of non rubber lined plate (rate per mm thick per meter length)	6
ii	Gas cutting of rubber lined plate (rate per mm thick per meter length)	7
iii	Welding of plate at site. (rate per mm thick per meter length)	14
iv	Welding of pipe joints (per inch of diameter)	23
v	Cutting of pipe (per inch of diameter)	7

07 HEAVY EQUIPMENT:

Heavy equipment's such as structural frames. Gearbox, motors, tanks, blowers, compressors, jaw crushers, cone crushers etc.-

S. No	ITEM NAME	RATE (Rs)-Per MT
i	Only dismantling of heavy equipment.	1278/-
ii	only erection of heavy equipment	1420/-
iii	Dismantling, shifting, repairing, erection of heavy equipmentwith ancillary fitment like pulley V-belt etc.	2414/-
iv	Only shifting of heavy equipment ,as per site requirement	710/-

8 NEW CONVEYOR BELTS: Installation of new conveyors in part or whole, including transportation of belt from store to site, removal of old conveyor belt, making new fastener joints- for inclined/ horizontal conveyors-and return of old belts to stores- Rate Per Meter Length; this includes dismantling & erection of idler rollers, frames, sealing plates &take up lifting and loweringas per site requirement.

S No	ITEM NAME	Rate-Per Meter (Rs)
i	500 mm width	23
ii	650 mm width	23
iii	700 mm width	23
iv	750 mm width	26
v	800 mm width	26
vi	1000 mm width	30
vii	1200 mm width	30

9 OLD CONVEYORS: Installation of old conveyors in part or whole including transportation of belt from store to site, removal of old conveyor belt, making new fastener joints-for inclined /horizontal conveyors- and return of old belts to stores-**Rate Per Metre Length-** this includes replacement of rollers if required.

S No	For old conveyors	Dismantling (Rs)	Erection (Rs)	Dismantling & Erection (Rs)
i	500 mm	6.5	13	18
ii	650 mm	6.5	13	18
iii	700 mm	6.5	13	18
iv	750 mm	8.15	14.7	21
v	800 mm	8.15	14.7	21
vi	1000 mm	9.8	16.3	24.5
vii	1200 mm	11.4	16.3	27

10 REPAIR OF BELT CONVEYORS – Jointing by fastener, including joint preparation, removal of old fasteners & as per site requirement.

S. No.	Belt size	Rate- Per Joint (Rs)
i	500 mm	852
ii	650 mm	852
iii	700 mm	852
iv	750 mm	852
v	800 mm	1136
vi	1000 mm	1136
vii	1200 mm	1136

11 BELT ACCESSORIES

S No	Item	Dismantling (Rs)	Erection (Rs)	Dismantling & Erection (Rs)	Adjustment without replacement
i.	Troughing rollers of all size	4	6	10	N/A
ii	Idler rollers of all size, & deflector pulley- Per Roller Rate	7	14	21	N/A
iii	Skirt and scraper- Per Meter Rate	57	71	128	61
iv	Idler roller frames-All sizes- Per Frame Rate	36	50	78	N/A

12 CONVEYOR PULLEYS- For Head, Tail, Take-up & Snub Pulleys:

S.No	I.1.1 Belt	6.2 Dismantling (Rs)	6.3 Erection (Rs)	Dismantling & Erection (Rs)	6.4 Lifting & lowering of Take-up (Rs)
i	500 mm	355	355	639	568
ii	650 mm	462	462	852	781
iii	700 mm	462	462	852	781
iv	750 mm	533	533	994	923
v	800 mm	568	568	1065	994
vi	1000 mm	710	710	1349	1278
vii	1200 mm	852	852	1562	NA

13 CONVEYOR GEAR-BOXES- Rate including all related work.

S No.	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Dismantling & Erection (Rs)
i	For Belt Conveyors No 15 & 16	1420	1420	2698
ii	For Belt Conveyors - 20 , 21 & 23	710	710	1278
iii	For other Belt Conveyors	710	710	1278

14 FLOTATION CELLS

S No	Item name	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing and Erection (Rs)
i	Agitator assembly	284	284	426	994
ii	Pulley	71	NA	142	NA
iii	Froth paddle assembly	71	NA	142	213
iv	Clamps	7.0	NA	14	NA
v	Bearing housing free end	28.5	14	36	71
vi	Bearing housing middle	28.5	14	36	71
vii	Bearing housing motor side	28.5	14	43	78
viii	V belt replacement per belt	1.5	NA	3	NA
ix	Froth paddle blade per blade	6	3.0	11	NA
x	Froth paddle gear box	85	71	142	284
xi	Air Hose	NA	NA	NA	28
xii	Coupling	14	NA	14	NA

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BELT DRUM FILTERS

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	1.4.1.1.1 Dismantling, Repa Erection (Rs)
i	Hi flow valve	568	NA	852	1420
ii	Drum drive gear box	426	284	568	1136
iii	Variable speed gear box	142	71	213	355
iv	Vacuum tubes	14	NA	21	NA
v	Cloth	284	NA	355	NA
vi	Rollers	142	NA	213	NA
vii	Grills	7.0	NA	14	NA
viii	Agitator assembly	710	568	1278	2414
ix	Inspection door	71	36	107	178
x	Agitator arm	142	142	284	497
xi	Ist reduction gear box	142	71	213	355
xii	Wear disc	142	71	213	355
xiii	Agitator drive gear box	213	71	284	497

xiv	Agitator drive shaft , left	142	NA	284	NA
xv	Agitator drive shaft , right	213	NA	355	NA
xvi	Mounting Plate of Wear Disc-including all related work	NA	NA	NA	4260
xvii	Eccentric Block	71	NA	107	142
xviii	Side Arm	284	213	355	781
xix	Bearing, Gear box side-including all related work	NA	NA	NA	3550
xx	Bearing, High flow valve side-including all related work	NA	NA	NA	2130
xxi	Roller Bearing	107	NA	107	NA
xxii	Air hose, 8inch/10 inch	71	NA	71	NA
xxiii	Coupling	142	NA	213	NA
xxiv	Bends/Elbows of vacum tubes	14	NA	14	NA
xxv	Locking strip, including cutting & welding, removal of old strip & fitting of new strip- Per Metre Rate.	14	NA	21	NA

16 PHOSPHATE THICKENER : Including shifting to GSF Workshop, from GSF workshop to site & site handling.

S No	Item Name	Dismantling (Rs)	Repair (Rs)	Erection (Rs)	Dismantling, Repair & Erection (Rs)
i	Blade replacement of rake, per blade	107	71	178	284
ii	Drive gear box	284	142	320	710
iii	Lifting Gear box	284	142	355	781
iv	Worm gear assembly	710	426	852	1420
v	Main Pinion housing	2130	1420	3550	6390
vi	Drive base & main gear assembly	4260	2130	7100	12780
vii	Rake arm , per arm	2130	NA	3550	4970
viii	Lifting screw , per screw	710	NA	1420	2130
ix	Lump-sum Rate for all the above work, including rake alignment, etc. Work to be completed within 5 days				28400/-

17 BULK THICKENER: Including shifting to GSF Workshop, from GSF workshop to site & site handling as required.

1.4.2

S No	Item Name	Dismantling (Rs)	Repair (Rs)	Erection (Rs)	Dismantling, Repair & Erection (Rs)
i	Blade replacement of rake, per blade	107	71	178	284
ii	Drive gear box	284	142	320	710
iii	Lifting Gear box	284	142	355	781
iv	Worm gear assembly	710	426	852	1420
v	Main Pinion housing	1420	1136	2840	4260
vi	Drive base & main gear assembly	2840	1420	4260	7100
vii	Rake arm , per arm	1420	NA	2130	2840
viii	Lifting screw , per screw	NA	NA	NA	NA
ix	Lump-sum Rate for all the above work, including rake alignment, etc.				17040/-

18 BALL MILLS & HYDROCYCLONES

S No	ITEM NAME	RATE (Rs)
i	Lifting and lowering of ball mill with load	71000
ii	Lifting and lowering of ball mill without load	42600
iii	De-charging of grinding media per MT rate	284
iv	Charging of grinding media per MT rate	568
v	Removal of old rubber liners (complete) and installation of new material from stores return of old liner to store including require welding, cutting , replacement of feed cone liner and discharge end grill and all relevant work , cutting of rubber liner by hacksaw to be completed in four days by round the clock work	35000
vi	Dismantling of feed spout	284
vii	Erection of feed spout	426
viii	Dismantling , repairing and erection of feed spout	852
ix	Alignment of motor fluid coupling and gear box	7100
x	Alignment of girth gear pinion gear box fluid coupling and motors	9940
xi	Dismantling of girth gear	7100
xii	Erection of girth gear	9940
xiii	Dismantling , repairing , and erection of girth gear	14200
xiv	Dismantling , repairing , and erection of girth gear guard	2840
Xv	Dismantling of girth gear guard	1420
xvi	Erection of girth gear guard	2130
Xvii	Removal and fitting of head liners and lifters- complete set of feed end	8520
Xviii	Removal and fitting of each shell lifter	107
Xix	Removal and fitting each head lifter	107
xx	Removal and fitting each head liner (feed and discharge)	107
xxi	Removal and fitting each shell liner	107
Xxii	Fabrication & Erection of New Hydrocyclone Underflow to Mill Chute	1136
Xxii	Replacement of rubber gasket of ball mill feed spout	284
Xxiv	Dismantling of girth gear guard, cleaning of girth gear & erection of girth gear guard-to be completed in 24 hours	3550
Xxv	Removal & fitting of headliners & lifters-complete set of discharge end.	8520
Xxvi	Interchanging of complete set of head liners & lifters from discharge end to feed end.	14200
Xxvii	Dismantling, Repairing & Erection of Hydrocyclone Underflow to Mill Chute	1420
Xxviii	Reversing of lifters of Feed End Side	2130
Xxix	Reversing of lifters of Discharge End	213

19 BALL MILL

<i>S No</i>	<i>ITEM NAME</i>	<i>Dismantling (Rs)</i>	<i>Erection (Rs)</i>	<i>Repairing (Rs)</i>	<i>Dismantling, Repairing & Erection (Rs)</i>
<i>i</i>	<i>Trommel screen</i>	284	426	284	710
<i>ii</i>	<i>Inspection door</i>	107	142	71	284
<i>iii</i>	<i>Feed Chute (Old)</i>	284	426	426	1065
<i>iv</i>	<i>Feed Chute (New)</i>	NA	426	NA	NA
<i>v</i>	<i>Distance piece of feed chute</i>	142	213	213	497
<i>vi</i>	<i>Main Gear Box</i>	710	1136	NA	NA
<i>vii</i>	<i>Fluid Coupling</i>	710	710	NA	NA
<i>viii</i>	<i>Geared Coupling</i>	710	1136	NA	NA
<i>ix</i>	<i>Inching Drive Gear Box</i>	284	284	NA	NA
<i>x</i>	<i>Pinion shaft Assembly</i>	710	710	NA	NA
<i>xi</i>	<i>Ball Arrestor</i>	142	213	142	426
<i>xii</i>	<i>Trunnion lining, feed end (cone)</i>	710	994	NA	NA
<i>xiii</i>	<i>Trunnion lining, discharge end</i>	710	994	NA	NA

20 HYDROCYCLONES- includes site handling as required.

<i>S No</i>	<i>ITEM NAME</i>	<i>Dismantling (Rs)</i>	<i>Repairing (Rs)</i>	<i>Erection (Rs)</i>	<i>Dismantling& Erection (with repairing if required) (Rs)</i>
<i>i</i>	<i>Valve</i>	36	71	71	142
<i>ii</i>	<i>Cyclone assembly</i>	284	249	426	639
<i>iii</i>	<i>Cone, including liner replacement</i>	114	71	142	249
<i>iv</i>	<i>Cylinder, including liner replacement</i>	142	92	142	320
<i>v</i>	<i>Inlet, including liner replacement</i>	107	71	128	284
<i>vi</i>	<i>Hydrocyclone underflow pipe</i>	284	NA	NA	NA
<i>vii</i>	<i>Complete hydro cyclone unit-including distributor, & site handling as required.</i>	1420	1136	2130	4260

21 SLURRY PUMPS

<i>S No</i>	<i>MODEL</i>	<i>Dismantling (Rs)</i>	<i>Repairing (Rs)</i>	<i>Erection (Rs)</i>	<i>Dismantling, Repairing & Erection with pulley etc. (Rs)</i>	<i>Jamming Removal (Rs)</i>	<i>Dismantling & Erection of Distance Piece(Rs)</i>	<i>Lifting & lowering including inlet & impeller</i>
<i>i</i>	<i>VASA 302-50</i>	213	213	284	639	284	71	N/A
<i>ii</i>	<i>VASA 284-100</i>	568	355	852	1704	426	114	N/A
<i>iii</i>	<i>VASA 336-150</i>	568	355	994	1846	426	114	N/A
<i>iv</i>	<i>VASA 459-200</i>	710	426	994	1988	426	142	N/A

v	VASA HD 507-150	568	426	994	1846	426	213	N/A
vi	VASA G 120-284-100	710	284	852	1704	284	NA	900
vii	Screen under flow & combine cyclone pump	710	568	1136	2130	426	213	N/A
viii	New Tailing Pump	568	426	994	1846	426	142	N/A
ix	Pulley- all models-Per Pulley Rate	114	NA	142	NA	NA	NA	N/A
x	Belts- All models-Per Belt Rate	1.5	NA	3	NA	NA	NA	N/A

22 FOR SPVC 365-150

S No	ITEM NAME	Dismantling (Rs)	Repair (Rs)	Erection (Rs)	Dismantling, Repair & Erection (Rs)	Jam Removal Without Dismantling (Rs)
i	Bearing Cylinder	284	426	284	852	NA
ii	Casing	142	NA	142	NA	NA
iii	Sump	710	NA	710	NA	NA
iv	Complete Pump	994	1420	994	2840	426
v	Impeller	142	NA	142	NA	N

23 FOR SPVC 458-200

S No	ITEM NAME	Dismantling (Rs)	Repair (Rs)	Erection (Rs)	Dismantling, Repair & Erection (Rs)	Jam Removal Without Dismantling (Rs)
i	Bearing Cylinder	568	568	710	1704	NA
ii	Casing	213	426	284	852	NA
iii	Sump	1136	NA	1136	NA	NA
iv	Complete Pump	1420	2698	2130	4260	426
v	Impeller	213	NA	284	NA	NA

24 WATERPUMP

S No	1.5.2.1 PUMP NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Coupling Replacement (Rs)	Dismantling, Repairing & Erection (Rs)
i	BT Overflow Pumps / CT pumps / PT Pumps {A K Pumps}	710	710	923	142	1988
ii	M&P pumps	426	426	568	142	994
iii	Khimline pumps	426	426	568	142	994
iv	Kirloskar pumps	426	426	497	107	994
v	New M & P Pumps	568	568	639	142	1420
vi	Pump frame(foundation) –All Models	781	284	852	NA	1420

25 ACID PUMPS

S.No.	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	Sulphuric Acid pumps	142	142	206	462
ii	Phosphoric Acid pumps	142	142	206	462
iii	Sodium Oleate pumps	142	142	206	462
iv	Pump Frame(foundation) -All Models	284	142	284	639

26 PINCH VALVES

S.No.	Size	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	10"	270	213	355	781
ii	08"	216	199	284	639
iii	06"	142	107	213	426
iv	04"	85	57	99	213
v	03"	78	43	92	178
vi	02"	28	21	43	78
vii	1 ½"	14	NA	21	NA
viii	1"	7	NA	14	NA
ix	½"	4	NA	7	NA

27 GATE VALVE

S.No.	Size	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
	12"	355	213	426	852
i	10"	355	213	355	710
ii	08"	213	142	249	426
iii	06"	99	85	78	178
iv	04"	64	57	57	178
v	03"	43	36	43	107
vi	02"	28	28	36	78
vii	1 ½"	21	NA	36	NA
viii	01"	21	NA	21	NA
x	½"	17	NA	13	NA

28 DIAPHRAGM VALVES

<i>S No</i>	<i>Size</i>	<i>Dismantling (Rs)</i>	<i>Repairing (Rs)</i>	<i>Erection(Rs.)</i>	<i>Dismantling, Repairing & Erection (Rs)</i>
<i>i</i>	<i>12"</i>	<i>256</i>	<i>170</i>	<i>355</i>	<i>568</i>
<i>ii</i>	<i>10"</i>	<i>256</i>	<i>170</i>	<i>341</i>	<i>483</i>
<i>iii</i>	<i>08"</i>	<i>213</i>	<i>156</i>	<i>256</i>	<i>341</i>
<i>iv</i>	<i>06"</i>	<i>114</i>	<i>99</i>	<i>213</i>	<i>284</i>
<i>v</i>	<i>04"</i>	<i>85</i>	<i>71</i>	<i>114</i>	<i>199</i>
<i>vi</i>	<i>03"</i>	<i>43</i>	<i>35</i>	<i>57</i>	<i>107</i>
<i>vii</i>	<i>02"</i>	<i>43</i>	<i>35</i>	<i>35</i>	<i>71</i>
<i>viii</i>	<i>1 ½"</i>	<i>28</i>	<i>21</i>	<i>35</i>	<i>71</i>
<i>ix</i>	<i>01"</i>	<i>21</i>	<i>14</i>	<i>21</i>	<i>50</i>
<i>x</i>	<i>1/2"</i>	<i>14</i>	<i>7</i>	<i>21</i>	<i>35</i>

29 BALL VALVE

<i>S No</i>	<i>Size</i>	<i>Dismantling (Rs.)</i>	<i>Erection (Rs.)</i>
<i>i</i>	<i>04"</i>	<i>36</i>	<i>43</i>
<i>ii</i>	<i>03"</i>	<i>28</i>	<i>36</i>
<i>iii</i>	<i>02"</i>	<i>21</i>	<i>28</i>
<i>iv</i>	<i>1 ½"</i>	<i>14</i>	<i>21</i>
<i>v</i>	<i>01"</i>	<i>10</i>	<i>14</i>
<i>vi</i>	<i>1/2"</i>	<i>9</i>	<i>14</i>

30 MAN POWER SUPPLY – PER HOUR BASIS

<i>S No.</i>	<i>Description</i>	<i>Rate per hour (Rs.)</i>
<i>i</i>	<i>Helper / labour</i>	<i>45</i>
<i>ii</i>	<i>Fitter</i>	<i>56</i>
<i>iii</i>	<i>welder</i>	<i>56</i>
<i>Iv</i>	<i>Supervisor</i>	<i>67</i>

31 VACUUM PUMP

S No	ITEM	Dismantling (Rs)	Repair (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	Vacuum pump assembly complete (Including De-scaling of all sub assemblies)	1420	1278	1704	4260
ii	Rotor	1278	NA	710	1846
iii	Casing	994	426	994	2130
iv	Head Assembly-Left/Right, Each	426	NA	426	NA
v	Pulley	284	NA	426	NA
vi	Belt (per belt rate)	28	NA	28	NA

S No	ITEM	Rate (Rs)
32	Sulphuric acid pipe line,40 mm diameter: Old pipe line dismantling of supports, including cutting, dismantling of valves, return to stores & site handling-Per Metre Rate	3.8
33	New Sulphuric Acid Pipe line,40 mm diameter-Laying of New Pipeline ,including shifting from stores to site, providing supports, required cutting & welding & as per site requirement-Per Metre Rate	21
34	Replacement of rope of E.O.T. Crane-5T, including shifting from stores & return of old rope to stores.	710
35	Replacement of rope of E.O.T. Crane-20 T, including shifting from stores & return of old rope to stores.	994
36	Replacement of new blower duct segment, with material (3mm MS plate) & including painting with primer & corrosion resistant paint. This includes site handling, required fabrication, return of old material to stores & as per site requirement-Per Square Metre Rate	1420
37	Replacement of DE-System duct new segment, with material (3mm MS plate) & including painting with primer & corrosion resistant paint. This includes site handling, required fabrication, return of old material to stores & as per site requirement-Per Square Metre Rate	1420
38	De-scaling casing of Vacuum Pump	568
39	De-scaling Rotor of Vacuum Pump	710
40	De-scaling head valve of Vacuum Pump (per head valve)	284
41	Inside cleaning of Drum of Belt Drum Filter	426

42 BLOWER

S No	ITEM NAME	Dismantling (Rs)	Erection (Rs)
i	Rotor assembly/Fan	426	710
ii	Foundation Frame of blower	2840	710
iii	Suction Cone	142	142
iv	Suction Distance Piece	284	284

43 AUDCOVALVE

S No	Size	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	10"	426	426	497	852
ii	08"	284	284	355	781
iii	06"	142	142	178	426
iv	04"	85	85	142	249
v	03"	57	57	71	142
vi	02"	28	28	43	85

44 DIAPHRAGM PUMP W8

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	Complete Pump	1420	994	1420	3692
ii	Upper Portion of Pump	1136	426	994	2130
iii	Diaphragm	213	NA	213	NA
iv	Pump Body	852	497	923	2130

45 SOAP AGITATOR

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	Bearing Cylinder Assembly	426	497	497	1278
ii	Gear Box	142	213	178	497
iii	V-Belts	1.4	NA	2.80	NA
iv	Pulley/Coupling	71	NA	107	NA
v	Impeller	284	NA	355	NA

46 CARBONATE THICKENER: Including shifting of material from store/ GSF/ Workshop, to site & site handling as required

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection
i	Blade replacement Per blade	112	75	224	373

ii	Drive gear box	298	298	335	895
iii	Cylinder lifting system	298	149	522	895
iv	Worm gear assy	746	447	895	1789
v	Main pinion Housing	2237	1491	4473	7455
vi	Drive base and main gear assy	4473	2982	8946	14910
vii	Rack arm, perarm	2237	NA	3728	5219
viii	Lumpsum rate for all above work				32802

47 ROLLER PRESS

S No	ITEM NAME	Dismantling (Rs)	Erection (Rs)	Dismantling, & Erection (Rs)
i	Gear box each	1420	1704	2982
ii	Carden shaft each	114	142	241
iii	Carden shaft top cover	43	28	57
iv	Carden shaft bottom cover with stand	71	85	142
v	Lump sump rate of repairing of RP rollers including all our work.			
vi	Roller Replacement each	2840	4260	6390
vii	Replacement of roller bearing each	2130	2840	4970
viii	Knife gate valve	426	710	1065
ix	Dozing or Diverter Gate cylinder	426	710	1065
x	Pre bin chute shifting including dismantling / erection of top and bottom chute and all other relevant components.	1136	1420	2130
xi	Replacement of Head Walls including dismantling & erection of all relevant portion	2130	2130	4260
xii	Lump Sum rate for all above work	21300		

48 VIBROFEEDER

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	ISOLATION SPRING				

	(a)First piece	284	NA	142	355
	(b)Subsequent piece	28	NA	21	50
ii	Replacement of linear per piece including cutting and drilling of holes	71		142	199
iii	Side linear per piece including holes and cutting	57		85	142
iv	Complete vibrofeeder	355		426	710

49 WET SCREEN

S No	ITEM NAME	Dismantling (Rs)	Erection (Rs)	Dismantling, & Erection (Rs)
i	PU panel all size	43	71	107
ii	Auxiliary deck frame all size	107	107	178
iii	Replacement of side linear per piece including cutting and drilling	57	85	142
iv	Buffer rubber	142	213	284
v	Carden shaft (motor to unbalance mass)	114	114	213
vi	Carden Shaft big	142	142	249
vii	Carden shaft cover per piece (small)	28	43	71
viii	Carden shaft cover per piece (Big)	107	142	213
ix	Guide roller	107	142	249
x	Bearing cover	114	114	213
xi	LUMP SUM RATE for Adjustment of vibration including dismantling assembling of cover etc			497

50. HYDROCYCLONES- (C 630 & C 650)

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	Valve	37	75	75	149
ii	Cyclone assembly	298	261	447	671
iii	Cone, including liner replacement	119	75	149	261
iv	Cylinder, including liner replacement	149	97	149	335
v	Apex	28	NA	36	57
vi	Hydro cyclone over flow pipe	298	NA	298	NA

vii	Complete hydro cyclone unit-including distributor & all sub assemblies but excluding cyclone assembly, site handling as required.	1491	1193	2237	4473
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51 BOOSTER PUMP (Kirloskar make) RKB /200 /37.48, 200X250 AT JHAMRI DAM

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	Booster pump complete	1406	1093	1874	4374
ii	Replacement of drive end brg including relevant works	234	234	312	781
iii	Replacement of non drive end brg including relevant works	312	156	312	937

52 VERTICAL TURBINE PUMP (KIRLOSLAR MAKE) MODEL BHR 28/6 STAGE AT JHAMRI DAM

S No	ITEM NAME	Dismantling (Rs)	Repairing (Rs)	Erection (Rs)	Dismantling, Repairing & Erection (Rs)
i	VT PUMP COMPLETE	14058	7810	19213	41081
ii	Replacement of end brg including all relevant work	1093	781	1250	3124

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.

A bidder may be considered to be in Conflict of Interest with one or more parties in 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. a bidder participates in more than one bid in the bidding process. participation by a bidder in more than one bid will result in the disqualification of all bids in which it 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. a 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 ofin response to their Notice Inviting Bids No DatedI/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 conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Name:

Place

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, 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 endeavor 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

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 total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

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

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Udaipur on non judicial stamp paper of 0.25of BG amount subject to maximum of Rs.25000/-)

B.G -----

Dated -----

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

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

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

for Rs _____ (Rs. _____) being equivalent to _____ % ofContract

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

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

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's

failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company

certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall be deemed to be sufficient demand under this guarantee.

5. We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms

and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

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

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

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

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

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

IN WITNESSETH I,

HEREBY _____ SONOF _____ (designation)

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