



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

TENDER DOCUMENT

FOR

**MAINTENANCE AND REPAIRING CONTRACT OF AIR CONDITIONERS
FITTED IN HEMM AT JHAMARKOTRA MINES.**

Tender No. RSMM/Phos/Eng(M)/AC-HEMM/19-20/NIT-01 Dated 21.05.2019

Issued by
Sr. Manager-Mech (HEMM)
Jhamarkotra Mines.

Cost of Non Transferable

Tender Document : Rs 590/- Inclusive of GST

Place of Sale of Tender : Office of SM (F & A), Marketing Deptt.
,Corporate Office,4 Meera Marg, Udaipur.

Date of Sale of Tender : From 21.05.2019 to 11.06.2019 up to 01.00 pm.

Date of Receipt of Tender : 11.06.2019 up to 3.00 pm at, Marketing Deptt.
Corporate Office,Udaipur

Date of Opening of Techno-commercial Part: 11.06.2019 at 3.30 pm at Marketing
Department , C.O., Udaipur

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2527211,2528681-85,
Fax :0294- 2521727, 2560438

SBU & PC - Rock Phosphate,

Jhamarkotra Rock Phosphate Mines, Post: Jhamarkotra - 313015,
Udaipur
Phone: 0294-2342441-45FAX: 0294-2342444



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

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

Tender No. RSMM/Phos/Eng(M)/AC-HEMM/
19-20/NIT-01

Dated:21.05.2019

NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for entering into Maintenance And Repairing Contract (MARC) of Air Conditioners fitted in HEMM at Jhamarkotra Mines, Distt. Udaipur (Rajasthan) from reputed contractors.

Brief Description of work	Approx. Contract Value	Contract Period	EMD (Rs)
Maintenance And Repairing Contract of Air Conditioners fitted in Heavy Earth Moving Machineries at Jhamarkotra Mines.	Rs 5.00 Lacs	Two years	Rs10000/-

Cost of tender document is Rs. 590 /- inclusive of GST, payable by D.D./cash in favour of "RSMM Ltd, Udaipur"	
Period & place of sale of documents: from DGM (F&A), C.O., Udaipur or download from our website.	From 21.05.2019 To 11.06.2019 up to 1.00 pm, In case tender downloaded from website, tender fee to be deposited with the Techno commercial offer.
Last Date & Time of Submission of offer	11.06.2019 up to 3.00 PM at CO, Udaipur
Date of opening of Techno Commercial offer	11.06.2019 at 3.30 PM at Corporate office, Udaipur

For details please visit our web site <http://www.rsmm.com> or contact Senior Manager (Mech.)-HEMM at Jhamarkotra Mines..



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office: 4, Meera Marg. Udaipur (Raj)

Tender No. RSMM/Phos/Eng(M)/AC-HEMM/
19-20/NIT-01

Dated:21.05.2019

NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for entering into rate contract for following works on as and when required basis at IBP, Jhamarkotra Mines, Distt. Udaipur (Rajasthan) from reputed contractors.

Brief Description of work	Approx. Contract Value	Contract Period	EMD (Rs.)
Maintenance And Repairing Contract of Air Conditioners fitted in Heavy Earth Moving Machineries at Jhamarkotra Mines.	Rs 5.00 Lacs	Two years	Rs10000/-

Cost of tender document is Rs.590 /- Inclusive of GST, payable by D.D./cash in favour of "RSMM Ltd, Udaipur"	
Period & place of sale of documents: from SM(F&A), Marketing Department, Corporate Office, Udaipur or download from our website	From 21.05.2019 To 11.06.2019 up to 1.00 pm, In case tender downloaded from website, tender fee to be deposited with the Techno commercial offer.
Last Date & Time of Submission of offer	11.06.2019 up to 3.00 PM at CO, Udaipur
Date of opening of Techno-Commercial offer	11.06.2019 at 3.30 PM at Corporate office, Udaipur

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

- The Tenderer should have minimum turnover of Rs 2,50,000 in any one of the immediate four preceding financial years i.e. 2015-16, 2016-17, 2017-18 & 2018-19 in the tenderer name.

The tenderer should submit CA certified audited balance sheets in support of turn-over.

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

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

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

Sr. Manager (Mech.) - HEMM

SECTION-I

DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE CONTRACTOR

1.1 DEFINITIONS:

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

- 1.1.1 **"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.
- 1.1.2 **"Approved"** shall mean approval in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.3 **"Sr. Manager"** shall mean the Sr. Manager (Mech - Mines).
- 1.1.4 **"RSMML" or "COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.5 **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.6 **"Commencement of work"** shall be reckoned from the date of issuance of letter of Acceptance (LOA/DLOA).
- 1.1.7 **Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 1.1.8 **"Contract Document"** shall mean collectively tender documents, telex/letter of Acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.

- 1.1.9 **“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 this contract.**
- (a) **“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 awarding the work, alteration/ variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- (b) **“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, executors and permitted assignee.
- (c) **“ HEMM ”** shall mean Heavy Earth Moving Machineries working at Jhamarkotra Mines and maintained departmentally by RSMML..
- (d) **“Head of the SBU & PC- Rock Phosphate” or “Group General Manager” or “GGM (Phos)”** shall mean Group General Manager for the SBU & PC – Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- (e) **“Letter of Acceptance (LOA)”** shall mean intimation by a letter/telegram to tenderer that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex..
- (f) **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- (g) **“Mines Manager”** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.

- (h) **“Mines”** shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- (i) **“Notice”** or **“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.
- (j) **“Officer-In-Charge”** or **“Engineer-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.
- (k) **“Specifications”** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest additions including all agenda or corrigenda or relevant rules, regulations regulation codes.
- (l) **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- (m) **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

1.2 INTERPRETATIONS:

- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc.

shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

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

- 1.2.8 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.
- 1.2.9 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.
- 1.2.10 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 II

GENERAL INSTRUCTIONS TO TENDERER

2.1 SUBMISSION OF TENDERS

2.1.1 The tenders shall be submitted in the office of Sr. Manager (F&A-Marketing), RSMML, Corporate Office, 4-Meera Marg, Distt.- Udaipur, PIN 313001 (Rajasthan). The last date of submission of tenders is as per mentioned in NIT.

(a) Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself as hereunder.

(b) Tenders should be submitted in two parts viz. Part I and part II in separate double sealed envelopes duly super scribing tender for **“Maintenance And Repairing Contract of Air Conditioners fitted in Heavy Earth Moving Machineries at Jhamarkotra Mines.”**, tender number, full name, postal address, /fax number of the tenderers(s) shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelopes containing each part shall be super-scribed as under:

Part I - Techno-Commercial Bid in 1 (one) copy.

Part II- Price Bid in 1 (one) copy.

2.1.2 The Part – I “Techno–commercial Bid” should contain the detailed technical offer and copy of tender documents duly signed and sealed along with all its Annexure, Earnest Money Deposit. Any price indication should not be given in the Techno–commercial Bid. The following information / documents are to be given in the Part – I - “Techno – commercial Bid”.

(a) complete tender document as issued along with offer duly filled in, signed and stamped on each page by the tenderers/authorized representative of the tenderers as prescribed in different clauses of the tender documents in token of the acceptance of the terms and conditions of this tender.

(b) **Earnest Money Deposit** in the manner as specified in NIT

- (c) **Power of Attorney** in favour of the authorized representative signing the tender.
- (d) Certificate of Incorporation/Memorandum of Association & Article of Association/Partnership deed duly certified by the Company Secretary/ Notary public / Gazetted officer, as the case may be. In case the tenderers /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- (e) Copy of PAN.
- (f) Attested Copies of CA certified Audited Balance Sheet & profit & loss account in any one of the immediate four preceding financial years.
- (g) Undertaking that no condition is mentioned in Part II '**Price Bid**' and conformation to the effect that the price quoted in part II '**Price Bid**' of the tender will be firm. Even if a condition, other than like discounts, are mentioned those would be ignored.
- (h) Duly filled form B & G with general information about the tenderer.
- (i) Provident Fund Account Number information along with the copy of PF registration with the PF Commissioner or undertaking as per Form E.
- (j) Tenderers should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case / litigation is pending against him with any other employer, in relation to the work.
- (k) Copy of GST No.
- (l) Declaration that tenderers have not been banned/suspended or de-listed by RSMML. If this declaration is not given the bid will be rejected as non responsive (Annex-II)
- m) Duly filled Form-A to Form-G of tender document.

- n) Undertaking/affidavit as per Annex-I to VII given in tender document.
- o) The MSMED Registration No. if registered.
Tenderer must submit certified copies of documents duly attested by gazetted officer/notary public/magistrate in support of above required details and any declaration given by the tenderers without requisite supportive documents will not be considered. It may be noted that the tender shall be technically examined on the basis of documents submitted, as per above required details, furnished along with the bid. A tenderer shall be fully responsible for consequences including rejection of its tender or cancellation of the Contract if the required documents/copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderers should put its signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

2.1.3 PART II 'Price Bid'

- (a) The 'Price Bid' shall be submitted in one copy. The tenderers are to quote the rate in provided format only. The rates are to be quoted in Rupees per unit & size as specified. Prices quoted are to be firm and non-negotiable.
- (b) While quoting the price under this part, the tenderers shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (c) The tenderer should quote rates in English, both in figures as well as in words, the rates and amount tendered by him in the schedule of rates for each item of work should be in such a way that insertion&/or interpolation is not possible. Part -II of tender is to be duly signed and sealed and dated by tenderer. The rates shall be quoted on firm basis.

2.2 OPENING OF THE TENDER

2.2.1 The envelope containing Part I – Techno-Commercial Bid of the offer will be opened in the office of the Sr. Manager (F&A - Marketing), RSMML, Corporate Office, 4-Meera Marg, Distt.- Udaipur, PIN 313001 (Rajasthan) as per time schedule indicated in NIT. The authorised representative/s of the tenderers are at liberty to be present at the time of the opening of the tender.

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

2.2.3 The company may extend the deadlines for submission of bids by issuing amendment accordance with clause-2.14, in which case all rights and obligations of company and tenderer, which were previously subjected to original deadline, will then be subjected to new deadline.

2.3 **PREQUALIFICATION CRITERIA**

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

The Tenderer should have minimum turnover of Rs.2.50 Lacs in any one of the immediate preceding four financial years i.e., 2015-16, 2016-17, 2017-18 & 2018-19 in tenderer name.

2.3.2 The Tenderer should submit CA certified audited balance sheets in support of turn-over.

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

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

2.4 **EVALUATION OF TECHNO-COMMERCIAL BID**

- 2.4.1 The techno-commercial bids of the tenders meeting the pre-qualification criteria as mentioned above, will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the tenderers based upon the information provided by the tenderers in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of RSMML as to which tenderers are capable & competent to carry out the work shall be final. The tenderers should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 2.4.2 The tenderers shall be prepared to furnish clarification/information and attend discussion as required by the company from time to time.
- 2.4.3 Price Bid (part II) of the tender will be opened only of techno-commercially successful tenders. Such short listed tenderers will be informed about the date and time of opening of the price bids.
- 2.4.4 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.

2.5 **CRITERIA FOR LOWEST BIDDER**

- 2.5.1 The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as lowest bidder (L1 bidder). The total contract value will be arrived by considering the total amount of 8 equipments for two years & total liability of GST. The final figure so achieved will decide the total contract value for the purpose of deciding of L-1 bidder.

2.6 **NEGOTIATION**

- 2.6.1 Negotiations shall be conducted with the lowest tenderer only. In case of non satisfactory achievement of rates from lowest tenderer, RSMML may chose 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 to the second lowest tenderer, then to third lowest tenderer and so on in order of initial bidding, and work order shall be awarded to the tenderer who accepts the counter offer.

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

2.6.3 In case of negotiations, representative of 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.

2.7 **EXCEPTIONS AND DEVIATIONS:**

Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender document and not stipulate any deviations. Tenders containing stipulations in deviation to the terms and conditions are liable to be rejected. However for absolutely unavoidable reasons the tenderers may indicate the deviations at the risk of rejection only in '**Form C**'. Deviations mentioned anywhere else would plainly be ignored without any consequences.

2.8 **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

2.8.1 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorising him/her to sign on behalf of tenderers before submission of the tender. All papers should also bear the stamp of tenderer.

2.8.2 The tender shall contain the name, residence and place of business of person or persons, making the tender and shall be signed by the tenderers with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Registration certificate, if registered & Partnership deed) in the tender. It should be signed in the partnership name by all the partners or by any one partner duly authorised by all other partners of the firm followed by the name and other details of the partner signing. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board of Directors in that behalf shall accompany the tender.

Tenderers in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of company.

2.8.3 Tenders containing corrections and alterations are liable to be rejected Any corrections and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderers with date. No erasures or over writings are permissible.

2.8.4 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.

2.8.5 The bids should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderers will be ignored.

2.8.6 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable to rejection.

2.8.7 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Telegraphic/Fax offers shall be rejected.

2.9 **RATES**

The tenderers should quote rates in English, both in figures as well as in words, the rates and amounts tendered by them in the schedule of rates in such a way that insertion and/or interpolation is not possible. The tendered amount for the work shall be entered in Part II of the tender and duly signed by the tenderers. The rates shall be quoted on firm basis considering all the aspects.

2.10 **TRANSFER OF TENDER DOCUMENT**

Transfer of tender documents by one intending tenderers to another is prohibited.

2.11 **REFUSAL / FAILURE**

In the event of the tenderers, after the issue of communication of Acceptance of Tender by the Company, fails/refuses to execute the work as herein before, the tenderers 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 Earnest Money deposited.

2.12 **EARNEST MONEY**

2.12.1 Earnest Money Deposit as per NIT is to be furnished by crossed Demand Draft /Pay order/Banker's Cheque (having validity of three months) in favour of "RAJASTHAN STATE MINES AND MINERALS LTD." payable at Udaipur. This DD should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.

2.12.2 The Earnest Money Deposit shall not bear any interest.

2.12.3 (a) The Earnest Money Deposit of those tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The original DD/ Bankers cheque shall be returned to the tenderer.

2.12.3 (b) The Earnest Money Deposit of the qualified tenderers who are not successful in price bid will be returned after the acceptance of LOA/DLOA by the successful tenderer.

The EMD of successful tenderer will be refunded after the acceptance of SD , if it is in the form of BG. If SD is in the form of DD then EMD of such tenderer will be adjusted against SD.

2.12.4 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.

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/Demand Draft as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iii) If the tenderer does not execute the agreement, in the prescribed form at the specified time.
- iv) If it is established that the tenderer has submitted any wrong information/forged documents along with the tender or thereafter.
- v) If the work is not commenced within the stipulated period & also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.
- vi) If the tenderer does not acknowledge and accept the letter of intent within the prescribed period or extended period.

2.13 VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for a period of 120 days, from the date of opening of the tender. An offer with a validity period of less than 120 days is liable to be rejected. The tenderers shall not during the said period of 120 days cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderers revoking, cancelling and/or withdrawing his tender or varying any term in respect thereof, the earnest money/ security deposit deposited by him along with tender shall stand forfeited.

2.14 ADDENDA/CORRIGENDA

- 2.14.1 Addenda/corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or contract terms.

2.14.2 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

2.15 **TENDERER TO OBTAIN HIS OWN INFORMATION**

2.15.1 The tenderer in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The bidder is required to satisfy him/himself in all respect, before the submission of offer.

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

2.15.3 The tenderers shall be deemed to have independently inspected Jhamarkotra Mines of the SBU & PC-Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.

2.15.4 The tenderer has also deemed to have himself/itself independently obtained all relevant and necessary information regarding the location and situation of Industrial Beneficiation Plant and its various equipments, tanks, sumps etc. where the Contractor would be required to undertake the work of “In- situ Rubber Lining, FRP Lining and other miscellaneous works at IBP Jhamarkotra Mines”, including other data, information, particulars etc. appreciating all pros and cons and all such other information, whether technical/commercial or otherwise.

2.15.5 The tenderers has also deemed to satisfied himself/itself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. and tenderers do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

2.15.6 All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modifications to be issued by the competent authority from time to time will automatically be applicable.

2.16 **One Bid Per Tenderer**

Each tenderer shall submit only one tender, either individually or as a partnership firm or a private/ Public Limited Company/Co-operative society.

2.17 **Cost of Bidding**

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

2.18 **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

2.18.1 Should an intending bidder require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least 15 days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished

by the Company will be supplied to all other intending tenderers to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/ corrigenda to, and be read as part of the tender documents.

2.18.2 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

2.18.3 Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

2.19 **SIGNING OF THE CONTRACT AGREEMENT**

The successful bidder shall be required to execute an agreement on non-judicial stamp paper under Indian Stamp Act with the Company within 30 days from the date of intimation regarding acceptance of tender (LOA). The cost of execution of agreement including non-judicial stamp paper under Indian Stamp Act & stationery shall be borne by the contractor.

The contract agreement shall consist of :-

- (i) an agreement on non-judicial stamp paper of appropriate value .
- (ii) Tender document along with the addenda/corrigenda if any.
- (iii) Letter of acceptance and detailed letter of acceptance.
- (iv) Agreed variation if any.
- (v) Any other document as mutually agreed.

2.20 **SITE & GENERAL INFORMATION**

2.20.1 Jhamarkotra Mines is situated at an approximate distance of 27 Kms from the town of Udaipur in Rajasthan.

SECTION III

GENERAL CONDITIONS OF THE CONTRACT

3.1 REQUIREMENT WORK, PERSONS, TOOLS & TACKLES:

(a) You have to deploy your person for regular inspection / checking of air conditioning systems fitted in HEMM, about its functioning and submission of its reports on weekly basis. The report will be duly signed by section In Charge of the concern section & your service Engineer.

(b.) Immediate attending of the problems and earliest rectification of the air conditioning system will be ensured by you.

(c.) Supply of the required spares in order to rectify the air conditioning shall be arranged by you.

(d.) Supply and charging of the refrigerants shall be in your parts.

(e.) To keep the air conditioning system in perfect condition shall be your responsibility.

(f.) Parts used in order to rectify the air conditioning system s will be OEM or equivalent make.

(g.) In the event of defects in air conditioning systems you are deploy persons within 24 hours of the receipt of the telephonic intimation to rectify the conditioning systems.

(h.) All tools and tackles & materials required to attend & rectify the air conditioning systems shall be arranged and bought by you.

(i.) The work will have to taken up /commenced by you within 24 hours of the intimation over telephonic . In case the work remains incomplete resulting in any work loss to the company , suitable measures are provided in the contract shall be initiated against you including imposition of penalty etc.

3.2

SECURITY DEPOSIT

- a) The contractor shall furnish a Security Deposit of **10 % of the accepted value** through Demand Draft/Bank Guarantee, in favour of RSMML, Udaipur within 30 days of the issuance of Letter of Acceptance/DLOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a Public Sector Bank (except SBI) ICICI Bank/AXIS Bank/HDFC Bank having its branch at Udaipur on the non judicial stamp paper of 0.25% of the value or subject to the maximum of Rs25000/- or on appropriate value of stamp paper as per prevailing stamp act as on the date of issue of B.G. 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 en-cash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein.
- b) The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- c) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination (due to default of contractor) of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- d) If the Contractor or their employees cause any damage or destroy and property belonging to the Company or others

during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may arrange other agencies to be made good the same and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).

- e) The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- f) All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall make good of such shortfall in cash within ten days, failing which the balance amount shall be recovered by way of invoking the bank guarantee/D.D. furnished as security.
- g) In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- h) In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- i) In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work due to any reason, the contractor shall furnish additional security amount so that the total amount of

Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from the payments due to the contractor.

j) No interest is payable on S.D. amount.

k) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

3.3 PRICE & PRICE VARIATION

3.3.1 The price quoted and finally accepted by the company shall be deemed to include and cover all costs, expenses, taxes, except GST. The company is entitled to deduct applicable taxes as prevailing, from the bills of the contractor. 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 due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any new taxes/duties etc. are levied/withdrawn by the Government during the currency of the contract, then the same shall be reimbursed to the contractor/passed on to RSMML.

3.4 TERMS OF PAYMENT

3.4.1 The Contractor, on submitting the bill in triplicate, duly verified by the Engineer In-Charge for the work done, is entitled to receive a payment within a period of thirty (30) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time. GST should be shown separately on bill raised by bidder.

3.4.2 The Company shall make payment due to the Contractor by crossed Account Payee cheques/RTGS. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s.

3.5 RESOURCES, MANPOWER, FACILITIES ETC.

3.5.1 The contractor will have to bring and deploy requisite, labors, tools, tackles, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.

3.5.2 The contractor shall make its own arrangements at its own cost for facilities like solutions, water, cleaning agents etc., required for satisfactory execution of the contract.

3.6 INCIDENTAL & CONTINGENT WORKS

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

3.7 RIGHT RESERVED

The Company reserves the right:

3.7.1 To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.

3.7.2 Not to accept the lowest tender or assign reasons for not accepting the lowest tender.

3.8 EMPLOYMENT OF MANPOWER AND THEIR CONDUCT

3.8.1 The labours/staff etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the Workmen's Compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/ staff etc., to be engaged by the contractor for the contracted work.

3.8.2 The Contractor shall be responsible for the proper conduct and behavior of all the labours/staff and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the

interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

3.9 MISCELLANEOUS LIABILITIES:

3.9.1 The contractor shall be responsible for making all arrangements at its cost and expenses for:-

- i. Tools & tackles and any other requirement for accomplishing the work satisfactorily. However ladder shall be provided if required free of cost by RSMML.
- ii. Transport of workmen and material, loading, unloading and any other matter connected with the allotted work.
- iii. Safety and discipline of the labours/workers/staff employed.
- iv. Workman compensation policy, which should be renewed from time to time to cover entire period of contract.
- v. Providing safety boots, dust masks, safety goggles, safety belts and other protective equipment as may be/are required under the law and as may be directed by the RSMML from time to time, to the labourers/workers/staff etc. deployed at work site.

3.9.2 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure is incurred by the RSMML on the above items that will be recovered from the contractor's bills/security deposit.

3.10 PROVIDENT FUND:

3.10.1 The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employee Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

3.10.2

(i)The tenderer who are not coming under the purview of Employees provident Fund and Miscellaneous provisions Act but are required to deposit the PF due to applicability of Contract & Labour Act may deposit amount of PF deducted from salaries of the labour/ employees & employer contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Form E) for this purpose will be required to be furnished on a stamp paper of appropriate value with the techno-commercial (part-1) of the offer.

(ii) The contractor shall have to get himself registered (if not already registered) with the regional provident fund commissioner (RRFC) under the employees provident fund & miscellaneous provisions act 1952. Tenderer is required to submit the copy of PF registration number received from RRFC Office before starting the work, failing which the contract is liable to be terminated.

3.10.3The contractor shall remit the PF due to the Regional Provident Fund Commissioner under the intimation to the company. The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act-1970 may deposit amount of PF deduct from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% of the pay (Basic+DA) administrative charges.

3.10.4However, 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 name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous months, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-charge. Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through EPFO website.

3.11 ASSIGNMENT & ADDITIONAL CONTRACTS

The contractor shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Contractor from any liability or obligation under this contract and the Contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agent and employees fully as if those are the Contractor's own acts. The RSMML shall have a right to engage any other contractor for similar or other kind of job as may be deemed necessary by the RSMML.

3.12 RECORDS, REGISTERS, ETC.

The contractor shall have to ensure that its supervisory staff/managers maintains all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorised representative at such place & time as may be directed.

3.13 STATUTORY OBLIGATIONS:

3.13.1 The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body. The Rajasthan Transparency In Public Procurement Act 2012 and rules made there under shall be applicable.

3.13.2 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM, Environment and pollution Control Board etc., during the period of this contract. The contractor shall not be entitled to raise any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.

3.13.3 The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity &

Bonus Acts, Motor Transport Workers Act, Motor Vehicle Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, Rajasthan Transparency in Public procurement Act 2013 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.

3.13.4 The Contractor shall require to furnish necessary information under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the Manager (P&A) of the company before starting the work. The Contractor shall obtain license under the above act/s.

3.13.5 The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines and/or working thereof, during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

3.14 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

3.15 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is

postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

3.16 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

3.16.1 If at any time after the commencement of the work the company shall for any reason or whatsoever required not to do the whole work or part thereof as specified, to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not derive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, and instructions which shall involve any curtailment of the work as originally contemplated.

3.16.2 Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by each of them. Such amendment shall be deemed as part of the agreement.

3.17 LIABILITITES IN RESPECT OF CONTRACTORS MACHINERY, ETC:

3.17.1 The contractor shall bear all costs, expenses, etc., that may be incurred on purchase, maintenance, overhauling, running and operating the machines.

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

3.18 LIABILITY FOR ACCIDENT TO PERSONS:

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

3.19. TAXES & GST CLAUSE:

- (i) The rates quoted by the tenderer will be exclusive of Goods & Service tax (GST). The GST will be paid along with contractor's bill. However, the rates will be inclusive of any other levies & duties, as applicable on this contract upto the last date of submission of the contract.
- (ii) The rates shall be of firm price basis during the pendency of the contract period & the contractor shall not be eligible for ant escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- (iii) Timely deposition of GST & filing of requisite tax return of the 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 the company is free to deduct/recover/retain such amount from the bills of contractor or any other document due to him/ or from security deposit, as the case may be.
- (iv) In case of reversal of input tax credit (ITC) & imposition of penalty on account of payment of GST & default in filing of return towards the payment of 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.

3.20 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by Statutory Authorities after the last date of submission of bids will be reimbursed to the contractor or recovered by the company. The reimbursement to/recovery from 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. The company shall fully entitle to deduct income tax and/or any other levies at source as per the rules & instructions as may be applicable for this purpose from time to time.

The contractor shall be responsible for depositing all statutory taxes as applicable and payable by him in this contract to the respective statutory authorities. The company shall not be liable for any default on this account.

3.20 WAIVER

Any waiver by Company of any breach of the terms and conditions of the contract shall not constitute waiver of any subsequent breach of the same, the contractor shall be liable to pay compensation amount to the extent of the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

SECTION IV

SCOPE OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT

4.1 SCOPE OF WORK

- (a) You have to deploy your person for regular inspection / checking of air conditioning systems fitted in HEMM, about its functioning and submission of its reports on weekly basis. The report will be duly signed by section In Charge of the concern section & your service Engineer.
- (b.) Immediate attending of the problems and earliest rectification of the air conditioning system will be ensured by you.
- (c.) Supply of the required spares in order to rectify the air conditioning shall be arranged by you.
- (d.) Supply and charging of the refrigerants shall be in your parts.
- (e.) To keep the air conditioning system in perfect condition shall be your responsibility.
- (f.) Parts used in order to rectify the air conditioning system s will be OEM or equivalent make.
- (g.) In the event of defects in air conditioning systems you are deploy persons within 24 hours of the receipt of the telephonic intimation to rectify the conditioning systems.
- (h.) All tools and tackles & materials required to attend & rectify the air conditioning systems shall be arranged and bought by you.
- (i.) The work will have to taken up /commenced by you within 24 hours of the intimation over telephonic . In case the work remains incomplete resulting in any work loss to the company , suitable measures are provided in the contract shall be initiated against you including imposition of penalty etc.

Based on the tentative numbers of the equipments, competitive non negotiable rate may be offered in the given price format.

4.1.1 Total no. of HEMM equipment for which air conditioning system maintenance & repair contract is being tendered are following.

Dumpers : 8518, 8520, 8521, 8523, 8527.

Drill Machines: IDM-104, IDM-105,

Motor Grader: MG-104

4.2 **PERIOD OF CONTRACT**

4.2.1 The period of contract for the work envisaged under this tender shall be for two years with a provision of extension for one more year on sole discretion of RSMML.

4.2.2 The above period of two years of contract include the period of 30 days allowed for mobilization reckoned from the date of issue of letter or telegram of acceptance of tender/Letter of Acceptance. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

4.3 SPECIAL CONDITIONS:

4.3.1 Applicability:

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

(b.) Besides the scope of work described in the above Para at 4.1, scope of work is inclusive of but not limited to the following Clauses and sub-clauses.

4.3.2 Special Conditions Applicable For The Work of Maintenance & Repairing Contract of Air Conditioners system fitted in HEMM at Jhamarkotra Mines :

- a) The Contractor shall have to carry out the work in within 24 hours of receipt of intimation even over phone on all working days.
- b) The contractor shall depute his accredited representative on working sites to supervise the work and to receive the instructions of the Company.

CLOSING OF THE CONTRACT

- 4.3.3 On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction are required to be submitted to the Officer-In-Charge.
- i) Month-wise details of work executed by the contractor,
 - ii) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor, if any
 - iii) Details of PF deposited by the contractor,
 - iv) No claim certificate by the contractor, in favour of company that No claim is due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
 - v) Indemnification Bond on Rs. 100/- Non Judicial stamp paper, or as applicable.
- 4.3.4 On receipt of this last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

SECTION V

SUSPENSION, TERMINATION, FAILURE, COMPENSATION, FORCE MEASURE & DISPUTE RESOLUTION

5.1 SUSPENSION OF WORK

Head of the SBU & PC Rock Phosphate of RSMML may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at such time and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Head of the SBU & PC Rock Phosphate of RSMML to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Rock Phosphate of RSMML.

5.2 BREACH, DEFAULT & TERMINATION OF CONTRACT

5.2.1 The contract may be terminated without any notice by the Company, if the Contractor fails to commence the work within 30 days from the receipt of the LOA/DLOA order. In such an eventuality the Earnest Money and/or Security Deposit of the Contractor shall be forfeited.

5.2.2 If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate of RSMML and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not

prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.

- 5.2.3 If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or uneconomical mining or lack of mineral deposits or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub-clause.
- 5.2.4 The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of penalty for shortfall quantity, shall have the right to terminate the contract after giving fifteen days notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.
- 5.2.5 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 5.2.6 In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favor of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 5.2.7 On occurrence of three defaults in a year in making payment to the workers/staff, etc., by due date as per terms of this tender,

the contract may be terminated by the RSMML without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.

- 5.2.8 Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 60 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing up to date of termination.

5.3 **LIQUIDATED DAMAGES, PENALTIES & COMPENSATION**

5.3.1 In case the contractor fails to commence the work as per the scope of work within the stimulated/extended period, the company shall recover a pre-determined and agreed compensation @ 0.5% of the annual contract value on weekly basis from the contractor, subject to maxm value 2%. In the event the compensation exceeds to 2% of the annual contract value then provision of clause 5.2 shall apply.

5.3.2 If the contractor fails to accomplish work ordered from time to time, the contractor shall be liable to pay Liquidity Damage /Compensation) to the company. The procedure for the same is as follows,

- (i) The contractor is informed regarding the complaint through email, landline phone, mobile or any other fastest mean available.
- (ii) The contractor has to attend the complaint within 72 hrs of receipt of the complaint.
- (iii) If no spares are to be arranged, the complaint is to be resolved by the contractor within 7 days of receipt of the complaint.
- (iv) If any spare is required to be arranged, the complaint is to be resolved within 10 days of receipt of the complaint. However, the contractor is required to maintain sufficient stock of spares and make all efforts to resolve the complaint as early as possible.

If the contractor fails to accomplish work ordered from time to time, the Contractor shall be liable to pay Compensation/Liquidated Damages (LD) to the company at the

rate of Rs. 200/- per day of delay for each complaint/ job subject to a maximum of 20% of the value of the monthly approved rates of such equipment. The said amount will be payable on demand without demur or protest and without there being any proof of the actual loss or damage caused by such delay/breach. The Company at its discretion can adjust the same against the Security Deposit and/or Running Account Bill/s.

- 5.3.3 Besides, failure of the contractor to work as per stipulated schedule will also entitle the Company to get the work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to another agency.
- 5.3.4 However, Liquidated Damages/Penalty for defaults if any could be reduced or waived off if adequate justification or grounds exist for such a reduction or waiver based on the written request by the contractor for the same.
- 5.3.5 The Liquidated Damages/Penalty, if levied, shall be recovered immediately from the bills of the contractor.
- 5.3.6 In poor performance of the contractor, RSMML may require the contractor to improve the performance of work within seven days of the receipt of a notice by the RSMML and if the contractor fails to improve its performance on pro-rata basis within this period of seven days, then the RSMML may get the work done by other agency at the cost & risk of the contractor without any further notice.
- 5.3.7 The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from any bill or from the security deposit or set off against any

other dues of the contractor, or by reference to an arbitrator, at the discretion of the RSMML.

- 5.3.8 The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- 5.3.9 Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.
- 5.3.10 The compensation levied by the company, if any will also attract GST as per prevailing rates.

5.4 **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 be limited to lock-outs, notice/s from the Directorate of Mines Safety Office, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, partial failure/ interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the

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

5.5 **INDEMNITY**

5.5.1 The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising therefrom. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract. The Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

5.5.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

5.5.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

5.6 **DISPUTE & JURISDICTION**

5.6.1 The place of the contract shall be Udaipur (Rajasthan). In case 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 RSMML shall be final and binding.

5.6.2 The contract shall in all respects to be and shall be construed as an Indian contract and in conformity with Indian laws and shall be subject to the jurisdiction of courts at Udaipur in the

State of Rajasthan and no other courts outside Udaipur in India shall have jurisdiction to try any suit or proceedings or petitions and or any other matter pertaining to, connected with and/or ancillary to this contract.

5.6.3 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

5.7 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 procuring entity is in contravention to the provisions of this act or rules or guidelines issued there under, he may file an appeal to designated First and Second Appellate Authority within a period of ten days from the date of such decisions or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on Form No.1(see rule 83)- Memorandum of appeal under the Rajasthan Transparency in Public Procurement act 2012 with prescribed fees.

SECTION VI

PROFORMA FOR TENDER

- FORM"A" Letter Of Submission Of Tender**
- FORM"B" General Information About The Tenderers**
- FORM"C" Exceptions And Deviations Format**
- FORM"D" Price Performa**
- FORM 'E' Affidavit In Support Of Tender**
- FORM 'F' Performa For Bank Guarantee**
- FORM 'G' Check List For Techno-commercial Bid.**
- ANNEX-I Bank Details Of Tenderer For RTGS/NEFT/Online Refund Of EMD**
- ANNEX-II Undertaking**
- ANNEX-III Compliance With The Code Of Integrity And No Conflict Of Interest**
- ANNEX-IV Declaration By The Bidder Regarding Qualifications**
- ANNEX-V Grievance Redressal During Procurement Process**
- FORM No. 1(Rule 83): Memorandum Of Appeal Under The Rajasthan Transparency In Public Procurement Act, 2012**
- ANNEX-VI Additional Conditions Of Contract**

Form "A"

**RAJASTHAN STATE MINES & MINERALS LTD.
(A Government of Rajasthan Enterprise)**

LETTER OF SUBMISSION OF TENDER

DATE:

FROM

To:

The Sr. Manager (F&A-Marketing),
Rajasthan State Mines & Minerals Ltd.,
Corporate Office, 4-Meera Marg
UDAIPUR, 313001.

Sub: Maintenance And Repairing Contract of Air Conditioners fitted in
Heavy Earth Moving Machineries at Jhamarkotra Mines.

Ref: Tender No:RSMM/Phos/Eng(M)/AC-HEMM/19-20/NIT-01

Dated: 21.05.2019

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 of Rs.10000/- (Rs. Ten thousand) in the form of pay order/crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below.

D.D. No	Date	Name and Address of Bank	Amount
---------	------	--------------------------	--------

5. 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.

6. 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 of Rs.10000/- (Rs. Ten thousand) and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.

7. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of tools & tackles proposed to be deployed for this work and all other requisite document as specified in the tender documents.

8. 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.

9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.

10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.

11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us. Date, the ____ day of, _____ 2019.

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

Witness

Name in Block Letters: _____

Full Address _____

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

GENERAL INFORMATION ABOUT THE TENDERERS

FORM "B"

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)	2015-16: 2016-17: 2017-18: 2018-19:
Name & Address s of Banker(s)	
PAN No,	
PF Account number	
GST No.	
If tenderer is in any other business also Please specify	
Status of registration under MSMED(Micro ,Small and Medium Enterprises Act 2006,alongwith copy of registration	
Others (specify), Bank details of RTGS , complete Bank Account No.1. IFSC/NEFT Code of Branch 2. Name of Bank and Branch.	

(Signature of Tenderer with seal)

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

FORM "C"

(On the letter head of the Tenderer)

Tender No. RSMM/Phos/Eng(M)/AC-HEMM/
19-20/NIT-01

Dated: 21.05.2019

EXCEPTIONS AND DEVIATIONS

Tenderers 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

Name and signature of Tenderers

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

(On the letter head of Tenderer) **FORM "D"**
PRICE OFFER (non-negotiable)
(To be enclosed in separate sealed envelope)

Tender No. RSMM/Phos/Eng(M)/AC-HEMM/19-20/NIT-01 Dated: 21.05.2019

Maintenance and Repairing Contract of Air Conditioners fitted in Heavy Earth Moving Machineries at Jhamarkotra Mines Rock Phosphate Mines, Jhamarkotra Udaipur (Rajasthan).

Sr. No.	Description/ Equipments (A)	Rate in Rs. Per unit per Month (B)	GST (C)	Total Amount for 08 Equipments for two years plus GST extra i.e. (Total of B) x 24 months + GST extra (D)
1.	Details of equipment's is provided in Section IV, at 4.1.1			
Total:				

- (i) The rates shall be firm which includes all duties and taxes except GST.
- (ii.) The rates are to be offered in the view of scope of the work mentioned vide Clause 4.1 of section IV.

I hereby declare that the GST component on this work, if awarded to me will be _____ %.

Signature of the Tenderer
with seal

Form – “E”

Undertaking for PF declaration on non-judicial stamp paper

(For those who do not have the PF registration No.)

Affidavit

I/We, -----S/o Shri

Aged----- years, resident of -----

----- on behalf of the tenderer, i.e. M/s. -----

----- here by take oath and
state as under:

1. That I/We have submitted a tender for

2. That I/We have gone through the terms & conditions of the tender document.

3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above tenderer/contractor).

4. That in case during the currency of the contract, I/We come under the purview of the EPF& MP Act, then I/We will get myself/ourselves registered with the concerned PF Commissioner.

Deponent

(Authorised

Signatory)Verification

Verification

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

Deponent

(Authorised Signatory)

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(Bank Guarantee of SBI will not be accepted)

(To be issued by a Nationalized/ Bank having its Branch office at Udaipur on non-judicial stamp paper of value 0.10% of BG amount subject to minimum Rs200.00)

B.G. _____ Dated _____

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

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

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

(i) 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.

(ii) 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. _____.

(iii) 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.

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

(v) 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.

(vi) 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.

(vii) 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.

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

(ix) 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.

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

IN WITNESSETH I, HEREBY _____ SON OF _____(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____2014.

(On the letter head of the tenderer)

FORM"G"

Check list to be enclosed with 'Techno-commercial (Part -I) bid'

Tender No.:RSMM/Phos/Eng(M)/AC-HEMM/19-20/NIT-01 Dated: 21.05.2019

Name of Tenderer_____

The Check List should be submitted' along with Techno-commercial (Part-I) BID' in the Performa as given below:-

1.	Name of the tenderer	
2.	Address for Communication with the tenderer,.	
3.	Telephone/Fax numbers.	
4.	Status of the tenderer: Individual/Partnership firm/Proprietorship firm/ Co-operative Society registered under RCA- 1965/ Private Limited Company/ Public Sector undertaking /any other NB: Attach supporting documents (partnership deed, certificate of registration of firm etc.) duly attested in support of your status	
5.	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
6.	Turn over during last 3 financial years. 2015-16 2016-17 2017-18 2018-19	
7.	Whether Enclosed duly CA Certified copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
8.	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
9.	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement

Te	10.	Tenderer should submit an undertaking on non-judicial stamp paper that there is no case /litigation is pending against him with the company.	Yes /No.
W	11.	PF account No. with copy of PF registration certificate or affidavit as per Form-E	Yes/No.
	12.	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
	13.	Details of Earnest money deposited DD/Pay Order	No. & Date. Name of Bank Payable at
	14.	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
	15.	PAN No.	
	16.	GST Registration No.	
	17.	Status of registration under MSMED (Micro, small and medium enterprises development Act 2006)	
	18.	Any other information, if any	

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

(Authorized Signatory)

Name of the Tenderer: -----

Designation/ Relationship of
the Authorized Signatory with the tenderer:

Date: -----

Place: -----

Annexure-I

Tender No. :RSMM/Phos/Eng(M)/AC-HEMM/19-20/NIT-01

Dated : 21.05.2019

Name of the tenderer:-

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/ other	any
6	IFSC code	

(Signature of the Tenderer with Seal)

Annexure – II

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

Tender No.:RSMM/Phos/Eng(M)/AC-HEMM/19-20/NIT-01 Dated: 21.05.2019

Name of Tenderer

IS/o Shri

aged.....Years , resident of

.....on behalf of the tenderer

i.e. M/shereby undertake

oath and state as under:

- i. I/ we are not having or had any litigation with RSMML in relation to the work.
- ii. I/ we have not been banned /suspended/de-listed by RSMML,
- iii. I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- iv. 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.
- v. That we are registered under MSMED act & the registration number of the firm is..... (Copy enclosed) or we are not registered under MSMED act.
- vi. I/We do hereby declare that I/We have fully read and understood the provisions of Rajasthan Transparency In Public Procurement Rules 2013 and all terms and conditions mentioned therein are acceptable to me/us.
- vii. I hereby declare that the GST component on this work , if awarded to me/us will be% on% of value of work as per applicable rule of Service tax.

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

Place:
Date:

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

1. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or

- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS
Declaration by the Bidder

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

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

Date:.....

Signature of Bidder.....

Place:.....

Name:.....

Designation:.....

Address:.....

Annexure-V

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the first Appellate Authority is MD, RSMML, CO, Udaipur

The designation and address of the second Appellate Authority is Mines Department, Gov of Rajasthan, Jaipur

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 the 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 a 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 procurement;
- (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 of banker's cheque of a 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 documents, 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. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number & date of the order appealed against and name and designation of the officer/authority who passed the order (enclose 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. Grounds of appeal:

.....(Supported by an affidavit)

7. Prayer:.....

Place:.....

Date:.....

Appellant's Signature

ADDITIONAL CONDITIONS OF CONTRACT

1. Correction of arithmetical errors:

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

- (i). if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii). If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals 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) & (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 & conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.