



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Registered Office C-89, Janpath, 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	<b>SBU &amp; PC- Rock Phosphate</b> Jhamarkotra Mines, Post: Jhamarkotra - 313015, District: Udaipur Gram: 'RAJMINES' Phone: 2342441, 2342442 2342443, FAX: 0294-2342444
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**TENDER DOCUMENT  
FOR  
Rate Contract for Transformer Oil Filtration.  
at  
Jhamarkotra Mines of SBU&PC: Rock Phosphate.  
Jhamarkotra ,Udaipur ( Rajasthan)**

Tender No. RSMM/Phos/Eng(E)/22(2)/2020-21/ **1140** Date:**21.06.2020**

Issued by: DGM (Electrical) RSMML, Jhamarkotra Mines, Jhamarkotra, Udaipur

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

<b>Place of Sale of Tender:.</b>	Office of Sr M (F&A),Marketing, Corporate office, 4- Meera Marg, udaipur
<b>Period of Sale of Tender</b>	From 23.06.2020 to 15.07.2020 till 1.00 PM
<b>Last Date of submission of Tender:</b>	15.07.2020 up to 3.00 PM
<b>Date of Opening of Techno-commercial Part (Part-I):</b>	15.07.2020 at 3.30 PM
<b>Place of submission an opening (Part-I)</b>	Office of Sr M (F&A),Marketing, Corporate office, 4- Meera Marg, udaipur



Tender No. RSMM/Phos/Eng (E)/22(2)/2020-21/1140

Dated: 21.06.2020

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

Gram : RAJMINES  
Phone : 2342441-43  
Fax : 0294-2342444

SBU & PC – Rock Phosphate  
Jhamarkotra Mines  
P.O. Jhamarkotra – 313015  
Distt: Udaipur (Raj)

**Tender No. RSMM/Phos/Eng(E)/22(2)/2020-21/ 1140**

**Date:21.06.2020**

<b>No. Date</b>	<b>Brief description of work</b>	<b>Contract value (Rs.)</b>	<b>EMD (Rs.)</b>	<b>Cost of Tender Document (Rs.)</b>	<b>Contact person</b>
<b>1140 21.06.2020</b>	Rate Contract for Transformer oil filtration.	4.20 Lacs	8400/-	<b>590/-</b>	<b>DM (Electrical)</b>

Qualifying requirement and other details terms and conditions of each of the above nit's have been given in detailed NIT for which please visit us on our web site <http://www.rsmm.com>.

DGM(Electrical)



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

Gram : RAJMINES SBU & PC – Rock Phosphate  
Phone : 2342441-43 Jhamarkotra Mines  
Fax : 0294-2342444 P.O. Jhamarkotra – 313015  
Distt: Udaipur (Raj)

Tender No. RSMM/Phos/Eng(E)/22(2)/2020-21/1140

Date: **21.06.2020**

Website- <http://www.rsmm.com>

**DETAILED NOTICE INVITING TENDER**

Sealed Tenders in two parts (Part-I: Techno commercial offer and Part-II: Price offer) are invited for following works at Jhamarkotra Mines of SBU&PC: RP, Jhamarkotra, Udaipur ( Rajasthan ) from reputed Contractors

S.No	Brief Description	Cost of tender document	Contract period	EMD
1	Rate Contract for Transformer oil filtration at Jhamarkotra Mines of SBU&PC-Rock Phosphate.	Rs 590/	Two Years	Rs 8400/-
Cost of tender document is inclusive of GST, payable in cash or by D.D. in favour of RSMM Ltd- Jhamarkotra, Udaipur. In case downloaded from website, tender fee is to be deposited with Techno-commercial offer.				
Period & Place of Sale of Tender documents		From 23.06.2020 to 15.07.2020 upto 1.00 PM from office of Sr.M (F&A), RSMML, Marketing, Corporate office, 4-Meera Marg, udaipur		
Last date & Time of submission of offer		Dated: 15.07.2020 up to 3.00 PM at office of Sr.M (F&A), RSMML, Marketing, Corporate office, 4- Meera Marg, udaipur		
Date of opening of Techno Commercial Offer		Dated: 15.07.2020 at 3.30 PM at office of Sr.M (F&A), RSMML, Marketing, Corporate office, 4- Meera Marg, udaipur		

**Pre-qualification for the Techno-commercial bid:** The bidders should fulfill the following pre-qualifying criteria.

i) The bidders should have minimum turn over of Rs. 2.10 lacs in their own name, in any one of the immediate three preceding financial years, i.e. 2017-18, 2018-19 & 2019-20 in bidders own name.

ii) The tenderer should have successfully executed at least one similar nature of work comprising of Transformer Oil Filtration of 33 KV transformer or above of value not less than Rs. 0.50 lacs in their own name in any one of immediate three preceding financial years i.e. 2017-18, 2018-19 & 2019-20.

The bidder should submit duly attested copy of work orders/ work completion certificates giving details (quantity & value) of the work executed as proof of similar nature of work experience, attested copy of balance sheets/ITR for the years 2017-18, 2018-19 & 2019-20 in support of turn over.

The bidder 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.

However, turnover has to be in the name of the bidder & turnover of individual / Partners / Directors/ Member of Society shall not be considered. It is to be noted that, in case of company / Society, the experience & turn over of the company /Society shall only be considered.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

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

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

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

For details, bidders may contact in the office of the undersigned on any working day or visit our website <http://www.rsmm.com>.

The tenderers are advised to keep visiting our website till due /extended due date of tender.

DGM (Electrical)  
Jhamarkotra Mines

## 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 requires.

- 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 additions to or deletions from and/or alteration in the work/s.
- 1.1.2 **"Approved"** shall mean approval in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.3 **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
- 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 **"Contract Document"** shall mean collectively tender documents, telex/detailed letter of acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.
- 1.1.6 **"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.
- 1.1.7 **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of acceptance/telegram 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.
- 1.1.8 **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 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 the contract.

- 1.1.10 **“Commencement of work”** shall be reckoned from the date of issue of letter of acceptance (LOA).
- 1.1.11 **“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.
- 1.1.12 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.13 **“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.
- 1.1.14 **“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.
- 1.1.15 **“Mines”** shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 1.1.16 **“Letter of acceptance”** shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex.
- 1.1.17 **“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.
- 1.1.18 **“Sub-Contractor”** shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 1.1.19 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.20 **“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 addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.21 **“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.

**1.3 Declaration by the Contractor:**

1.3.1 The contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract. The contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

1.3.2 The contractor has also ascertained the location and situation of area / site where the contractor would be required to undertake the work, appreciating all pros and cons, and all such other information, whether technical/commercial or otherwise.

1.3.3 The contractor do hereby confirm and declare that they have independently inspected existing infrastructure of Jhamarkotra Mines including other related areas, ascertained and obtained all relevant and necessary information data, particulars existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment category-wise wage structure and working conditions, facilities etc. at Jhamarkotra Mines.

**SECTION II**

**GENERAL INSTRUCTIONS TO BIDDERS**

**2.1 TENDERERS TO OBTAIN HIS OWN INFORMATION**

- 2.1.1 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 details given in the tender document are basically for reference & guidance of tenderer. The tenderer are required to satisfy him in all respect, before the submission of offer.
- 2.1.2 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 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 are deemed to know the scope, nature and magnitude of the works and requirement of 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 tenderer, at his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for prep raring & entering into a contract with Co. in case he is awarded the work. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, labour etc. and all other factors involved in the execution of works.
- 2.1.3 The tenderer, if awarded work, shall not be eligible for raising any dispute or claims in case he is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of the work.
- 2.1.4 The tenderer shall be deemed to have independently inspected the SBU & PC-Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, particulars, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects

## 2.2 SUBMISSION OF TENDERS

- 2.2.1 The tenders shall be submitted in the office of Sr.M (F&A), RSMML, Marketing, Corporate office, 4- Meera Marg, udaipur The last date of submission of tenders is mentioned in DNIT.
- 2.2.2 Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself as hereunder:

Tenders should be submitted in two parts viz. Part I and part II in separate double sealed envelopes duly superscribing tender for “ **Rate Contract for Transformer Oil Filtration at Jhamarkotra Mines of SBU& PC-Rock Phosphate** ”, and tender number, full name, postal address, telegraphic address/fax number of the tenderer(s) shall be written on the bottom left hand corner of each of the sealed envelopes by tenderer(s) duly identifying the tender. 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.

- 2.2.3 **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) Covering letter for submission of the tender in prescribed proforma on letterhead of the tenderer as per **Form A**.
- (b) One complete tender document (**Original Copy**) as issued along with offer duly filled in, signed and stamped on each page by the tenderer (s)/ 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.
- (c) Earnest Money Deposit in the manner specified in tender document.
- (d) **Power of Attorney** in favour of the authorized representative signing the tender.
- (e) Attested Certificate of Incorporation/Memorandum of Association & Article of Association/Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be. In case the tenderer(s)/contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- (f) **Copy of PAN & GSTN Number.**
- (g) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- (h) Undertaking that no condition is mentioned in 'Price Bid' and conformation to the effect that the price quoted in '**Price Bid**' of the tender shall be firm. Even if a condition, other than like discounts, are mentioned those would be ignored.
- (i) General information regarding tenderer in **form B along with bank details in form F**.
- (j) Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation pending against him with us, in relation to the work.
- (k) ““Exceptions & deviations statement”” to be submitted by the tenderer as per format in **Form D**
- (l) Provident Fund Account Number of establishment and its effective date .
- (m) The tenderer would give a declaration that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.
- (n) The tenderer have to declare that whether they are coming under MSMED Act or not, if yes then give the registration no. of the same.
- (o) Duly filled and signed **Annexure I to IV**.

All photocopies of documents submitted as above should necessarily be attested by a Notary Public/ Magistrate/ Gazetted Officer along with the official seal of the attesting authority. Un-attested copies may be ignored /accepted on absolute discretion of the Company. The Company reserves the right to verify the above documents with the originals and is free to reject the offers and take appropriate action in case these documents are not found to be correct.

It may be noted that the tenders 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/ contradictory. The authorized signatory of the tenderer should put its signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

#### **2.2.4 PART II ‘Price Bid’**

- (a) The '**Price Bid**' along with covering letter should be submitted in one copy, type written as per proforma prescribed i.e. **Form-G**. The rates quoted by

the bidders in the price bid should be firm and should be written in figures and words. The RSMML reserves the right to reject the tender where the rates are not clearly written or where the rates are not quoted in the proforma of price bid i.e. **form G**.

- (b) In case the rates are quoted in a manner other than mentioned in the tender documents, the tenders are liable to be ignored. No conditions attached to the price offer shall be acceptable.
- (c) The tenders should quote the rates in the English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rate for prescribed work and in such a way that insertion and/ or interpolation is not possible.
- (d) The rates should be quoted taking into consideration all costs, expenses, levies and taxes, salary, wages, P.F. Contribution, insurance etc but excluding GST. No extra payment on any ground whatsoever shall be considered and/or be admissible.
- (e) The rates once accepted by the Company shall remain firm, fixed and binding during the entire contract period extended contract period, if any. No revision in rates will be allowed or be considered on any ground whatsoever.
- (f) The tenderer should quote for all the items of the price bid . If the tenderer does not quote for all the items of the price bid, the offer of the tenderer will be rejected.

## **2.3 OPENING OF THE TENDER**

2.3.1 The envelope containing Part I – Techno-Commercial Bid of the offer will be opened in as per date & time mentioned in NIT. The authorised representative/s of the tenderer are at liberty to be present at the time of the opening of the tender.

2.3.2 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 same time as mentioned in the NIT.

## **2.4 PRE-QUALIFICATION CRITERIA:**

The tenderer should fulfill the following pre-qualifying criteria:

(1) The tenderer should have minimum turn over of Rs. 2.10 lacs, in any one of the immediate three preceding financial years, i.e. 2017-18, 2018-19 & 2019-20 in tenderers name.

(2) The tenderer should have successfully executed at least one similar nature of work comprising of Transformer Oil Filtration of 33 KV transformer or above of value not less than Rs. 0.50 lacs in their own name in any one of immediate three preceding financial years i.e. 2017-18, 2018-19 & 2019-20.

The tenderer should submit attested copy of the audited/CA certified Balance Sheet/ITR for the year 2017-18, 2018-19 & 2019-20 in support of turn over. It is to be noted that, in case of company/Society, the experience & turn over of the company/society shall only be considered. For experience, bidders should provide documentary evidence such as work orders, completion certificates, TDS certificates etc.

The tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the Company for breach of conditions, shall not be eligible to participate in the tender.

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.

For details, tenders may contract in the office of the undersigned on any working day or visit website <http://www.rsmm.com>.

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

2.5.1 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 tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of RSMML as to which tenderer are capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

2.5.2 The Price Bid (part II) of the tender will be opened only of techno-commercially acceptable tenders. Such short listed tenderer will be informed about the date and time of opening of the price bids.

## **2.6 NEGOTIATION.**

2.6.1 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

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

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

## **2.7 EXCEPTIONS AND DEVIATION**

Tenderer 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 tenderer may indicate the deviations at the risk of rejection only in '**Form D**'. 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 tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer 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 tenderer with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Extract of Registrar of Firm's Register & 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 their behalf shall accompany the tender.
- 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 tenderer with date. No erasers 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 tenderer will be ignored.
- 2.8.6 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer, 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**

- 2.9.1 The tenderer should quote rates in prescribed Performa both in figures and words (in English/Hindi), the rates and amounts tendered by him in the schedule of rates in such a way that insertion and/or interpolation is not possible. The rates shall be quoted in firm basis.
- 2.9.2 Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken. Where there is discrepancy between the unit rate and the total sum quoted resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted

## **2.10 TRANSFER OF TENDER PAPERS**

- 2.10.1 Transfer of tender documents by one intending tenderer to another is prohibited. For submitting the offer it is essential to directly purchase the tender document from the Company or download from our website. In case downloaded from website, tender fee to be deposited with the techno-commercial offer without which the tender will be rejected.

## **2.11 REFUSAL / FAILURE**

- 2.11.1 In the event of the Tenderer, after the issue of communication of Acceptance of Tender by the Company, fails/refuses to execute the work as herein before, the Tenderer shall be

deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money /Security deposited.

## **2.12 EARNEST MONEY**

2.12.1 The tenderer must pay Earnest Money as per NIT in the form of crossed demand draft in favour of RSMML-Udaipur and drawn on any bank payable at Udaipur and attach the same in original with the techno commercial offer of the tender, failing which bid is liable to be rejected.. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the unsuccessful tenderer will be refunded as early as possible. The EMD of the qualified tenderer which are not successful in price bidding will be refunded after the acceptance of LOA/work order by the successful tenderer and its acceptance by him. The earnest money deposited by the successful tenderer will be refunded after submission of security deposit.

2.12.2 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.

2.12.3 The Earnest Money Deposit shall be forfeited in the following cases:

1. If the tenderer withdraws or modifies the offer during the validity period of the offer.
2. If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
3. If the tenderer does not execute the agreement in the prescribed format in the specified time.
4. If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility/qualify for the contract.
5. If the tenderer does not commenced the work within the stipulate period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

## **2.13 VALIDITY**

Tender submitted by tenderer shall remain valid for acceptance **for a period 120 days**, from the date of opening of the tender. The tenderer 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 tenderer revoking, cancelling and/or withdrawing his tender or varying any term in respect thereof, the earnest money deposited by him along with tender shall stand forfeited. An offer with a validity period of less than 120 days is liable to be rejected.

## **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 RIGHTS OF COMPANY TO ACCEPT OR REJECT TENDER**

The right to accept the tender rests with the Company. The Company, however, does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject any or all the tenders received without assigning any reason whatsoever.

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

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the Company within one month from the date of

intimation regarding acceptance of tender (LOI). The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

The contract agreement shall consist of:

- A. An agreement on Non-Judicial stamp paper of appropriate value.
- B. Tender document, along with addenda/corrigenda, if any.
- C. Letter of Acceptance & detailed letter of acceptance/work order.
- D. Agreed variation, if any.
- E. Any other document as mutually agreed.

## **2.17 INTERFERENCE WITH PROCUREMENT PROCESS**

In case the bidder

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

All the provisions of Rajasthan Transparency in Public Procurement Act 2012 and rules made there under and amendment if any and modifications to be issued by the competent authority from time to time will be applicable.



## SECTION III

### GENERAL CONDITIONS OF THE CONTRACT

#### **3.1 SECURITY DEPOSIT**

The contractor shall furnish a **Security Deposit @ 10% of the accepted total value** of the contract in the form of Demand Draft/Bank Guarantee, in favour of RSMML, Jhamarkotra/Udaipur within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract.

The Bank Guarantee shall be provided only in the approved format of the company from a PSU Bank (except State Bank of India) /ICICI/Axis/HDFC bank having its branch at Udaipur on non –judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25000/- or on appropriate value of stamp paper as per prevailing stamp act on the date of issue of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.

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 Due Certificate” to the Company.

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 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.

If the Contractor or their employees cause any damage or destroy the 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 cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).

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.

All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in

the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

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 anytime thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

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.

In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forthwith make good the deficit on demand, so that the total amount of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.

No interest is payable on S.D. amount.

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.

### **3.2 PERIOD OF CONTRACT**

3.2.1 The period of contract shall be Two year from the date of issue of Letter of Acceptance/DLOA.

### **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, duties, levies and liabilities of every description and all risk of every kind except GST. No increase in rates on these accounts shall be permitted. The company shall be deducting 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 other wise shall not form a reason for claiming anything extra at a later date.

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

3.3.3 The quoted price should remain firm & fix for the period of this contract.

3.3.4 Goods & Service tax

- i) The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST).  
However, the rates will be inclusive of any other levies and duties as applicable on this contract (up to last date of submission of bid).
- ii) The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct /recover/retain such amount from the bills of contractor or any other amount due to him/or from security deposit, as the case may be.
- iv) In case of reversal of input tax credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct /recover/retain such amount from the bills of contractor or any other amount due to him/or from security deposit, as the case may be.
- v) Further the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filled for relevant tax period”.
- vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that “ as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us”.

### **3.4 TERMS OF PAYMENT**

- 3.4.1 For payment purposes the contractor shall raise the bill in triplicate on quarterly basis to receive its remuneration from the RSMML and the bill shall be duly verified by the Engineer In-Charge. The rates as accepted by the Company shall only be considered for billing purpose.
- 3.4.2 The Contractor, on submitting the bill 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.
- 3.4.3 The Company shall make payment due to the Contractor through RTGS/crossed Account Payee Cheque. 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.**

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

### **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:

- i) To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) Not to carry out any part of work.

The Company may exercise any of the above rights at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the RSMML's action

### 3.8 **EMPLOYMENT OF MANPOWER AND THEIR CONDUCT**

3.8.1 The labours/staff/supervisors etc.as 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 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 staff as 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 staff 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 company 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 equipment for accomplishing the work satisfactorily.
- ii) Safety and discipline of the staff employed.
- iii) Providing protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the staff deployed at work site.

iv) Appropriate insurance policy shall be taken and kept valid in favour of staff when employed for the work.

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.

3.9.3 The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

### **3.10 PROVIDENT FUND**

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

3.10.2 The contractors who are registered with the Employees Provident Fund Organization (EPFO) will have to deposit the PF with the EPFO. The contractors who are coming under the purview of the Employee Provident Fund and Misc. Provisions Act (EPF & MP Act) but are not registered should get themselves registered with the Regional Provident Fund Commissioner (RPFC) under the employees Provident Fund and Miscellaneous Provisions Act, 1952. The tenderer is required to submit the copy of the PF registration number received from RPFC Office before starting the work, failing which the contract is liable to be terminated.

3.10.3 The Bidder who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labor (R&A) Act may deposit the same with the PF Trust of RSMML along with 1.10% administrative charges.

### **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.**

3.12.1 The contractor shall have to ensure that its supervisory staff 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 authorized 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 contractor shall be responsible for payment of any and all contributions, duties, levies and taxes payable now or hereinafter to be imposed by Central or State Government for execution of work under the contract.
- 3.13.2 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS etc., during the period of this contract. The contractor shall not be entitled to 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, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970 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 If due to the failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms & conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risk etc., shall be recovered immediately from the bills/security deposit 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 them. Such amendment shall be deemed as part of the agreement.

### **3.17 LIABILITY FOR ACCIDENT TO PERSONS**

3.17.1 Besides the liabilities of the Contractor under the "Workmen Compensation Act", Fatal Accident Act, "Mines Act" the following shall also apply to the Contractor.

3.17.2 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 Compensation Act, Fatal Accident Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

### **3.18 WAIVER**

Any waiver by Company of any breach of the terms and condition of the contract shall not constitute waiver of any subsequent breach of the same.

### **3.19 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.

### **3.20 BREACH, DEFAULT & TERMINATION OF CONTRACT**

3.20.1 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.

- 3.20.2 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 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.
- 3.20.3 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 non-performance of work, 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.
- 3.20.4 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.
- 3.20.5 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.
- 3.20.6 On occurrence of three defaults in a year in making payment to the workers/labours/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.
- 3.20.7 However the company reserves the right of termination of contract at any time without assigning any reason by giving a notice of 30 days to the contractor. However, such termination shall not entitle the contractor for any claim whatsoever.

### **3.21 COMPENSATION**

- 3.21.1 For any delay in providing timely service by the contractor to the satisfaction of RSMML the penalty shall be levied as specified in the Special Condition of the Contract. In case the delay is more than seven days



RSMML will have the full liberty to get the work done through alternative agency at the risk and cost of the contractor. In such case, the difference in rates shall be recovered from the future/unpaid bill of the contractor.

- 3.21.2 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 effected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor, at the discretion of the RSMML.
- 3.21.3 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.
- 3.21.4 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.

### **3.22 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 notice/s from the Directorate of Mines Safety Office, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof 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.

### **3.23 INDEMNITY**

- 3.23.1 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.

3.23.2 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.

3.23.3 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.

### **3.24 DISPUTE & JURISDICTION**

3.24.1 The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of RSMML shall be final and binding.

3.24.2 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.

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

### **3.25 APPEALS**

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

## **SECTION IV**

### **SCOPE OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT**

#### **4.1 SCOPE OF WORK**

- 4.1.1 The scope of the work shall be consisting of execution of Rate Contract for Transformer Oil Filtration at Jhamarkotra Mines of SBU&PC-Rock Phosphate and as per instructions issued by the Engineer Incharge/authorised representative from time to time. The good quality of workmanship shall be ensured at all the times.

#### **4.2 SPECIAL CONDITIONS:**

##### **4.2.1 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 clause.4.1, the scope of work for the work of “Rate Contract for Transformer Oil Filtration at Jhamarkotra Mines of SBU & PC: (RP) is inclusive of but not limited to the following Clause 4.2.2 below inclusive of the sub- clauses.

**4.2.2 Special Conditions Applicable for the Work Of Rate Contract for Transformer Oil Filtration: -**

**A. *Scope of contractor's supply and responsibility.***

The filtration of the transformer oil of Power/ Distribution transformers installed at Jhamakotra Mines, IBP etc of SBU&PC-Rock Phosphate.

The bidders shall have filtration machines for filtration of transformer oil with required testing facilities, manpower etc. The transformers Oil shall be filtered such that this does not pose any difficulty to perform normal work and dirt/impurities /moisture is removed completely. In case of any deviation is found at any time in any normal functioning of transformer oil after the filtration, the same will have to be taken up free of cost.

The bidders should have transformer oil filtration machine of minimum 1000 gallons per hour capacity with high vacuum attachment for carrying out filtration of big transformers.

Two samples of the transformer oil shall be drawn from each transformer/OLTC before and after filtration and shall be tested for dielectric strength as per IS 6972, 1993.The test results to be witnessed by Engineer In-charge or his

representative. The acidity test of transformer oil samples shall be done as per the requirement in consultation with Engineer In-charge.

The contractor shall have to ensure that the temperature of transformer oil attains 60<sup>o</sup> C during filtration to effectively drive out the moisture from the oil.

As per requirement, the filtration of oil will be done round the clock without any extra cost. The contractor will have to reach at our site within 3 days on receipt of information to execute the job of filtration. Minimum quantity of oil offered for filtration shall be 500 liters at a time.

All the tools, tackles & manpower required for filtration including consumable material, if required any, shall be in the scope of the bidder.

The Company shall not reimburse any transportation cost for shifting/ transportation of filter machine/accessories from one location or to the other, therefore all such things are to be arranged by the contractor only and is included in the scope of work.

Good quality of workmanship shall be ensured all the times. The transformers shall be offered for inspection during and after filtration, whenever required by RSMML.

The staff deployed by the contractor should be well conversant with the electrical system. Any damage to the men & machinery on account of electrical system shall be the sole responsibility of the contractor only.

While filtration, the contractor shall have to be more careful for good quality of work and that no harm is reached to the transformer during filtration.

- B. **Performance Guarantee:** The filtration work shall carry a guarantee for six months' from the date of filtration against any defect for quality of filtration. In case defect like poor quality of filtration is detected during this guarantee period, the same has to be rectified free of cost.
- C. **Testing:** The job carried out shall be required to be tested in the presence of Engineer Incharge or his authorized representative of RSMML.
- D. **Completion Period:** Time being the essence of the work, the bidders shall be required to start the filtration work within three days of receipt of intimation but in case of emergency, the job shall have to be started within 24 hours without any extra cost

and shall be completed as per the time schedule given by the Engineer In-charge. Intimation may also be given on phone or any such communication. RSMML will have full liberty to get the job done through any alternative agency in case of the delay is more than seven days at the risk & cost of

- E. **Penalty on Delay:** For any delay in providing timely services by the contractor to the satisfaction of RSMML, as specified in clause no D as above, the contractor will have to pay penalty @ one percent of transformer oil filtration work value of the transformer per day the filtration work not completed subject to a maximum of 10 percent of the job work value.
- F. **Insurance:** Before commencement of the work the contractor will have to ensure that all the employees required to be deployed for

the filtration work are covered under valid Workmen Compensation insurance against any injury or death during execution of the contract. It is expressly understood that the risk, cost and consequences of failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his /their account. RSMML will not have any responsibility or liability thereof.

- G **Wages:** If the contractor fails to pay to the staff any dues, the RSMML may make arrangements for payment thereof after giving 15 days notice to the contractor and deduct the amount along with the expenses from its bills and/or from its security or in such other manner as may be deemed fit by RSMML. The claim of invoice should be annexed with proof of wages (payment to staff).
- H. **Criteria for L-1 tender:** The lowest tenderer will be decided on the basis of lowest rate in Rupees per litre for the filtration of transformer oil quoted by the tenderer in the price offer i.e. **Form G.**

**Form "A"**

( on the letter head of the bidders)

**LETTER OF SUBMISSION OF TENDER**

DATE:

FROM

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**To:**

**The DGM (Electrical)  
Rajasthan State Mines & Minerals Ltd.,  
Jhamarkotra Mines, Jhamarkotra,  
UDAIPUR 313 015.**

**Sub:** Tender for the Rate Contract for transformer oil filtration at Jhamarkotra mines of SBU&PC-Rock Phosphate.

**Ref:** Tender No. RSMM/Phos/Eng(E)/22(2)/2020-21/1140 Dt: 21.06.2020

**Dear Sir,**

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money of Rs 8,400/- (Rupees eight Thousand four hundred Only) in the form of crossed Demand Draft in favor of RSMML payable at Jhamarkotra/ Udaipur, particulars thereof are mentioned herein below.

<b>D.D. No</b>	<b>Date</b>	<b>Name and Address of Bank</b>	<b>Amount</b>
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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. 8,400/- (Rupees eight Thousand four hundred Only) 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, and 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/conditions.
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, \_\_\_\_\_ .

**Signature of bidder  
With the seal of the firm.**

Witness

Name in Block Letters: \_\_\_\_\_

Full Address \_\_\_\_\_



(On the letterhead of the bidder(s))

**FORM "B"**

Tender No. RSMM/Phos/Eng (E)/22(2)/2020-21/1140

Dt-21.06.2020

Name of the bidder(s)

**GENERAL INFORMATION ABOUT THE BIDDERS**

1.	Name & full address of the bidder with telephone/fax numbers etc.	
2.	Name of the Authorised contact person	
3.	Whether Proprietor / Partnership / Company <b>B. In case of Individual</b> i) Name and nature of business. ii) Date of commencement of business iii) Copies of last three year's Balance Sheet <b>B In case of Partnership</b> i) Name of Partners ii) Whether the partnership is registered iii) Date of establishment of firm iv) Copies of last three year's Balance Sheet of the firm. <b>C. In case of Company</b> i) Amount of paid up capital ii) Name of Directors iii) Date of registration of company iv) Copies of last three year's Balance Sheet of the company.	
4.	Date of Incorporation (enclose partnership deed/ certificate of incorporation / Memorandum of Association & Article of Association)	
5.	Reference	
6.	If the bidder(s) is in any other business, please specify.	
8.	Power of Attorney in favour of the authorized representative signing the tender, as required.	Enclosed /Not Enclosed
9	Copy of PAN card issued by Income Tax Department.	
10	GSTN (copy to be enclosed)	
11	Any other relevant information	
12	In case the bidder(s) is related with any director or officer of the company, give declaration	

We hereby agree to abide by all the terms & conditions of the said tender notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Signature of bidder with office seal  
(Indicate capacity of the bidder(s))

Place

(On the letter head of the bidder(s))

**FORM "C"**

**Tender No.** RSMM/Phos/Eng (E)/22(2)/2020-21/1140

**Dt:** 21.06.2020

Name of the bidder(s)

**DETAILS OF EXPERIENCE OF THE BIDDER(S)**

Description of Similar works	Quantum of Work	Period of work	Gross Value (in Rupees)	Name of Company worked with

(Signature of the bidder(s) with Seal)

**Note:** Please attach documentary evidence such as certified attested copies of work orders, completion certificates, TDS certificates etc. in support of above details of experience claimed.

(On the letter head of the bidders)

**FORM "D"**

**EXCEPTIONS AND DEVIATION**

**Tender No.** RSMM/Phos/Eng (E)/22(2)/2020-21/1140  
Name of the bidder(s).

**Dt:** 21.06.2020

Bidder(s) may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

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

(Signature of the bidder(s) with seal)

**Undertaking**

(on non judicial stamp paper worth Rs.10/-)

Ref: **Tender No.** RSMM/Phos/Eng (E)/22(2)/2020-21/1140

**Dt: 21.06.2020**

Name of Tenderer.....

I.....S/o Shri.....aged.....

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

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

undertake oath and state as under:-

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

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

**FORM "F"****Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD**

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

(Signature of the bidder with Seal)

**(On the letter head of the bidder )****Tender No.** RSMM/Phos/Eng (E)/22(2)/2020-21/1140**Dt:**21.06.2020**Name of the bidder: -****PRICE OFFER**

This part of the tender should contain the 'Price bid ' only and should be submitted in a separate sealed envelop superscribing on the envelope the tender no, Name and address of the bidders and indicating in bold letter PRICE BID only. The price bid should be submitted strictly in proforma as given below.

The price quoted shall be deemed to include and cover all costs, expenses, taxes, duties, levies and liabilities of every description and all risk of every kind but excluding GST.

- A. Filtration of Transformer Oil for dehydration and reconditioning of power/distribution transformers installed at Jhamarkotra Mines, IBP etc. of SBU & PC: Rock Phosphate.

(1) Filtration of Transformer Oil for dehydration and re-conditioning of power/distribution transformers installed at Jhamarkotra Mines, IBP etc. of SBU & PC:Rock Phosphate.	Rate in Rs per liter	
(2) Acidity test of each transformer oil sample.	Rate in Rs per sample	

**Note:**

1. The rates quoted are for the scope of work detailed in the tender document, inclusive of all applicable taxes, duties, and levies etc but excluding GST.
2. The rates shall be firm & fixed during the tenure of the contract and no escalation in the rates shall be permitted.

(Signature of the bidder with seal)

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

Any person participating in a procurement process shall:

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

**Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



### Grievance Redressal During Procurement Process

The designation and address of the First Appellate Authority is –

Mines Department  
Government of Rajasthan,  
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department  
Government of Rajasthan,  
Jaipur

(1) **Filing an appeal**

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

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

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

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

(4) **Appeal not to lie in certain cases**

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

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

(5) **Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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

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

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

1. Particular of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal :  
.....(Supported by an affidavit)
7. Prayer:  
.....  
Place .....  
Date .....  
Appellant's Signature

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

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

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

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Udaipur on non judicial stamp paper of value equal to @0.25% (zero point twenty five percent) of BG amount subject to maximum of Rs.25000/-) or as applicable at the time of submission of BG.

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

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines 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.

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.

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. \_\_\_\_\_.

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.

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

We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance /agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance /Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

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.

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.

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

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.

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 \_\_\_\_\_.