



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

**e- TENDER DOCUMENT**

For Modification in existing belt conveyor 3020 IBP plant of RSMML for BRP handling on turnkey basis including Design, engineering, supply, construction, erection & commissioning etc. at IBP, Jhamarkotra Mines, Udaipur

E-Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/19-20 Dated 21.06.2019

Issued by  
Group General Manager (Contracts),  
Corporate Office,  
RSMML, Udaipur

Cost of Non Transferable  
Tender Document(including tax) : Rs1180/-

Date of downloading of Tender: From 21.06.2019 to 18.07.2019

Pre-Bid Meeting Date & Time : On 10.07.2019 At 11:00 AM at SBU & PC-  
Jhamarkotra Mines, Udaipur,  
Rajasthan – 313001

Last Date of submission of online Tender : 18.07.2019 up to 3:00 pm

Date of online opening of Techno-commercial Part: 19.07.2019 at 3:30 pm

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

**Corporate Office:**  
4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2428743,2414396,  
Fax :0294- 2428768,2428739

**SBU & PC - Rock Phosphate,**  
Jhamarkotra Rock Phosphate Mines, Post:  
Jhamarkotra - 313015, UDAIPUR  
Phone: 0294-2342441-45FAX: 0294-  
2342444



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001 ,  
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739  
Email:- [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)

Ref. no :-e-tender no. RSMM/CO / GGM(Cont)/Cont-14/2019-20

Dated: 21.06.2019

### DETAILED E-NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) :-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
For Modification in existing belt conveyor 3020 IBP plant of RSMMML for BRP handling on turnkey basis including Design, engineering, supply, construction, erection & commissioning etc. at IBP, Jhamarkotra Mines, Udaipur	27.00 lakh	2.5 months	54000/-
Cost of tender document is Rs. 1180/- inclusive of GST, payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of tender documents	From 21.06.2019 to 18.07.2019 up to 1.00 pm.		
Date & time of Pre bid Meeting	10.07.2019, on 11:00 AM at SBU & PC- Jhamarkotra Mines, Udaipur, Rajasthan – 313001		
Last Date & Time of online Submission of offer	Dated 18.07.2019 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 19.07.2019 at 3.30 pm at C. O. Udaipur		

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

1. The tenderer should have minimum turnover of Rs 16.20 .Lac in any one of the immediate preceding four financial years i.e. 2015-16, 2016-17, 2017-18 & 2018-19 in tenderers name.
2. Tenderer should have successfully executed at least one similar nature of work in their own name comprising of value not less than **Rs. 10.80 lacs** in anyone of the preceding five financial years.

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

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

The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document , e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The decision of the company will be final and binding in this regard. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribed shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

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

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

# SECTION - I

## DEFINITIONS

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

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 **‘Statutory obligations(s)’** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 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 intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 **“Detailed Specifications”** shall mean the specifications for materials and works as specified in PWD BSR/ issued under the authority of PWD/ or as implied/added to or superseded by the special conditions.
- 1.10 **“Basic Schedule of Rates or BSR”** shall mean the schedule of rates issued under the appropriate authority of PWD from time to time. Words imparting the singular number include the plural number or vice versa.

- 1.11 “**Engineer-in-Charge**” shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.12 “**Group General Manager (Contract)**” shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.13 “**Group General Manager (Phos)**” shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.14 “**Agent**” shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.15 “**Mines Manager**” shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.16 “**Letter of acceptance**” (LOA)/ “**detailed letter of Acceptance**” (DLOA) shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.17 “**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.
- 1.18 “**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.
- 1.19 “**Tender**” shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

## SECTION - II

### Instructions to the Tenderer & General Conditions

#### 1.0 SUBMISSION OF OFFERS

- 1.1 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- 1.2 The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 1.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 1.4 A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 1.5 The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-E & F of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.
- 1.6 All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

#### 2.0 TENDER PROCEDURE

- 2.1 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.

- 2.2 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- 2.3 The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 2.4 It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- 2.5 The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- 2.6 The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- 2.7 The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

### **3.0 TENDER DOCUMENT FEE**

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

### **4.0 E-TENDERING PROCESSING CHARGES**

- 4.1 For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of opening of the Tender.
- 4.2 The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- 4.3 At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 4.4 Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

### **5.0 TECHNO COMMERCIAL OFFER:-**

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

- 5.1 Form 'A' with General information about the tenderer
- 5.2 Form 'B' Duly filled
- 5.3 PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure E.
- 5.4 Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account in support of turnover.
- 5.5 Power of Attorney in favour of the authorized representative signing the tender documents.
- 5.6 Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- 5.7 Copy of PAN & GST registration Number.
- 5.8 Tenderer should have to submit work completion certificate and performance certificate of similar nature of work in support of Pre-qualification criteria of tender.
- 5.9 Undertaking as per annexure-B, F & declaration as per Form C of tender document.
- 5.10 Bar chart/ pert chart showing details for completion of construction, erection, mechanical completion, testing, commissioning, performance guarantee tests etc. from commencement to completion.

#### **6.0 PRICE OFFER in BOQ form**

The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST . The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

#### **7.0 VALIDITY OF OFFERS**

The tender offers should remain valid and open for acceptance, for a period of **120** days from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.

#### **8.0 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT**

- 8.1 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan state mines and minerals ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-



- Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.
- 8.2 The Earnest Money Deposit shall not bear any interest.
- 8.3 The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.
- 8.4 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.
- 8.5 The Earnest Money Deposit shall be forfeited in the following cases :
- i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
  - ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
  - iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
  - iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
  - v.) 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.

## **9.0 SECURITY DEPOSIT**

- 9.1 The total security deposit for the work shall be 10% of the accepted contract value. The successful tenderer shall furnish a Security Deposit @ 5% of the accepted total value of the contract through Demand Draft/Bank Guarantee in favour of RSMM, Udaipur, within 21 days of the issuance of Letter of Acceptance. The Bank Guarantee shall be provided only in the approved format of the company from a PSU (Except SBI/ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25 % of BG value subject to a maximum of Rs 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract period including defect liability period and/or extended, if any, plus a grace period of one year. The remaining amount of security deposit @ 5% shall be deducted from the RA bills on prorata basis after adjusting EMD.
- 9.2 The entire Security Deposit shall be refunded after one year of the expiry of defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered "No claim and No Dues Certificate" to the Company.
- 9.3 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.

9.4 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.

9.5 No interest is payable on S.D. amount.

#### **10.0 NEGOTIATIONS:-**

10.1 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.

10.2 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.

10.3 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.

#### **11.0 PRE BID MEETING:**

RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the tenderers on this tender document. **The meeting will be held at SBU & PC, Jhamarkotra Mines, Udaipur on 10.7.2019 at 11:00 AM.**

Tenderers are advised to send their queries/clarifications addressed to General Manager (IBP), SBU & PC- Rock Phosphate, RSMML, Udipuar, so as to reach him at least seven (7) days before the scheduled date of the pre bid meeting. A copy of this communication should also be endorsed to the General Manager (Cont.), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001.

Tenderers are advised to participate in the pre bid meeting in their own interest. However the tenderers are requested to confirm their participation.

#### **12.0 AWARD OF THE CONTRACT:**

The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement on the prescribed format, which shall be consist tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

#### **13.0 INTERFERENCE WITH PROCUREMENT PROCESS:**

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder;

- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bid documents after being declared the successful bidder, without valid ground;

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

#### **14.0 Goods and 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) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

#### **15.0 RATES & TAX DEDUCTION AT SOURCE:-**

- i. All taxes/ duties/ levies as are applicable except GST should be taken into consideration while making offer. Ignorance in it shall not be qualify for any additional payment. RSMML will reimburse at actual any tax / duties which are imposed/increased/withdrawn / decreased after the date of submission of offer & are directly applicable to this contract and payable by the contractor/recoverable by Company, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- ii. The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

#### **16.0 RIGHTS OF COMPANY**

The Company reserves the right -

- i. To reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii. Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii. To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv. Not to carry out any part of work.

- v. To reject the offer, if it is established that the tenderer has submitted any wrong /misleading information or forged documents along with offer or thereafter.

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

## **17.0 RIGHT TO REVIEW PERFORMANCE.**

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

## **18.0 TERMINATION OF THE CONTRACT**

- 18.1 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 18.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 18.3 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

## **19.0 PROVIDENT FUND**

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

- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure-E) for this purpose will be required to be furnished on a stamp paper of appropriate value, with their offer.
- iv) However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- v) Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through the EPFO website.

## **20.0 LEGAL & STATUTORY OBLIGATIONS:**

- 20.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 20.2 The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMML.
- 20.3 The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them & under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act, RTTP Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 20.4 The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- 20.5 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as

may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.

- 20.6 The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month. Payment to the labours/workmen is to be paid through Bank Account only.
- 20.7 The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- 20.8 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 20.9 The contractor shall have to obtain and produce the licence as applicable before starting the work.
- 20.10 The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- 20.11 The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- 20.12 All the provision of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

## **21.0 OTHER RESPONSIBILITIES OF CONTRACTOR**

- 21.1 The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 21.2 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 21.3 The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- 21.4 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation

- 21.5 The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- 21.6 Safety & discipline of the labour/ workers staff employed by him
- 21.7 The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

## **22.0 CRITERIA FOR DECIDING L-1 BIDDER**

The tenderer whose quoted rates are resulting into the lowest financial outgo considering total liability of GST for the company will be considered as L1 bidder. The total contract value will be arrived by adding sum total of all items. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

## **23.0 COMPENSATION**

### **For Delay in commencement:**

In case the Contractor fails to commence the work within 21 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.

### **For Delay in completion:**

In case the Contractor fails to complete the total job within stipulated / extended period as given by the Engineer In charge, and is established that the delay is on account of contractors lapses, the company shall recover a pre-determined and agreed compensation @ 1% (one percent) of total value of contract on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value. The compensation levied by company, if any, will also attract GST as per prevailing rate.

## **24.0 DEFECT LIABILITY PERIOD**

The defect liability period for the work will be 1 year from the date of actual completion of work; if any defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

## **25.0 RISK & COST**

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfilment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

## **26.0 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 within a period of ten days from the date of such decision or action, omission as the case may be clearly given 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.

**27.0 DISPUTE & JURISDICTION**

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

**28.0 UNDERTAKING:**

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 and have signed each page of the tender document as token of acceptance of all terms& conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.  
Signature of tenderer with name& address.



## SECTION III

### SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

#### 1.0 BRIEF DESCRIPTION

- i. Jhamarkotra Rock Phosphate Mine located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). Jhamarkotra Mines is situated at an approximate distance of 27 Kms from the town of Udaipur in Rajasthan.

#### 2.0 SCOPE OF WORK

Company intend to award a contract for Design, supplying, erecting, commissioning for proposed modification in the existing belt conveyor 3020 IBP plant of RSMML for BRP handling, on 'Turn Key' basis. The scope of work as follows shall be on a "Turnkey" basis.

The scope of work under this tender includes design, basic and detailed engineering, preparation of drawings, manufacture, fabrication, assembly, shop testing, painting, packing, forwarding, delivery to site at IBP, Jhamarkotra Mines, RSMML, Udaipur, Rajasthan, transit insurance, unloading at site, storage of equipment at site structures, construction materials as indicated in technical specification, insurance at site, civil and structural work required to erect the equipment along with its auxiliaries, floorings, power distribution, shop electrics and illumination, instrumentation, other utilities as may be required to achieve the guaranteed capacity of the equipment under the scope of work on turnkey basis.

The handling of material in modification stage is BRP in cake form being generated by belt drum filter from the plant. The modification is proposed for recovery this cake form BRP to modified belt conveyor at floor of belt drum filter without hampering regular operation of existing plant and unloaded to reduce size belt conveyor 3020. Conveyor belts & modified chute to be installed and shall be covered and system shall have all safety features like pull cord switches belt sway switches emergency switches etc.

The capacities of handling of Cake form BRP on the proposed modified belt conveyor shall be as under:

- RATED CAPACITY : 100 TPH feed on dry basis
- DESIGNED CAPACITY : 110 TPH feed on dry basis

The Scope of work under this contract shall broadly include the following:

1. Detailed designing & engineering.
2. Surveying, site cleaning, dressing, leveling of the site as may be required.
3. Preparation of part flow sheet
4. Procurement of equipment, supply, erection, & commissioning on turnkey basis.
5. Related Civil works.
6. Fabrication/erection without hampering working of existing system for regular production.

7. If any existing system structure is required to modified or to change position of pipe lining, valves etc than as required of design aspects changes to be done.
8. Painting (primer & two coatings of paint).
9. List of recommended spare parts for 2 years operation.

All other works not specifically covered above but necessary for completeness of the work shall be deemed included in the scope of work of the contractor like removing and modifying existing vacuum pump pipe line if came in between modification. The contractor shall adhere to similar parameters as being used or taken in the existing plant for design of various structures & mechanical equipment under this tender.

**Scope of work under RSMML:** Following spares/ items will be provided:

1. Conveyor belt of desired width and length.
2. Impact Pad will be provided, if required so.
3. Gear box and motor for new modified belt.
4. For modification work and all related electric& instrument work will be in end of RSMML.

### **3.0 PERIOD OF CONTRACT**

The entire work covering design, engineering, manufacture, testing, inspection, delivery of plant & equipment, construction of civil work, erection, successful mechanical completion of the entire plant & equipment as per the contract shall be completed within **2.5 months from the date of issue of LOA/DLOA (i.e effective date of the contract)**.

Delivery/shipment of plant and equipment, structures, spares, tools and tackles etc. and completion time for construction, erection, mechanical completion, testing, commissioning, performance guarantee tests etc. and execution of the entire work under this contract from commencement to completion shall be in accordance with the bar-chart/ PERT chart approved by the Company.

The Contractor shall co-ordinate all the above deliveries in the sequence they will be required at site for construction and erection.

The contractor has to complete all the mentioned work as per tender provisions during 2.5 month from the date of issue of Letter of acceptance (LOA) /detailed letter of acceptance (DLOA) (including 21 days of mobilization period). Out of 2.5 month of the contract period only RSMML will give maximum 20 days of shut down period to the party and remaining work to be completed in running operation of plant.

### **4.0 PROCESS GUARANTEE**

The tenderer shall guarantee the satisfactory operation as per the standard norm (running of equipment for continuous 72 hrs or in batch with due approval of the company) of the each equipment inter alias with the plant as per flow sheet, which shall be duly approved by the Company.

### **5.0 ACCEPTANCE OF THE UNIT**

#### **5.1 Preliminary Acceptance**

After completion of the erection work, preliminary acceptance tests shall be taken up by the Contractor to prove that the plant/unit has been supplied as per the Contract and fit to be started up and commissioned.

Tests shall be performed on the individual equipment/units and shall be subject to the systematic check of the components and of the functional operation thereof.

Tests shall comprise idle & no-load tests. Tests shall be conducted by the Contractor under his sole responsibility and employing his personnel. Company's Supervisory Personnel may be present for witnessing such tests.

A detailed program of tests shall be drawn up by the Contractor and shall be subject to the approval of the Company. Such program may be revised and adjusted as may be required by the Company during the test run.

## **5.2 Commissioning**

Within 7 days from the date of successful completion of Preliminary Acceptance test, the Contractor shall start up and commission the unit in an integrated manner under his sole responsibility.

During the startup and commissioning, the Contractor shall perform the required adaptation, adjustments and rise to production capacity.

The Company shall, for the purpose of startup and commissioning, provide Supervisory personnel as may be available with him for normal operation. The Company will provide the raw materials for performance tests and trials. For all other requirements, utilities like manpower etc have to be made by the contractor at his own cost.

Commissioning of the unit shall be deemed to be successfully completed and the unit ready to commence normal production when the unit is able to turn out a product complying with the specifications as per this Contract and at the production rate along with consumption rates of raw materials, energies and utilities reasonably closer to normal operation.

Results of start-up tests and commissioning shall be recorded jointly by the Contractor and the Company.

On successful completion of commissioning of the unit, the Company will issue commissioning certificate.

The issue of commissioning certificate shall be subject to following:

- a) The Contractor has submitted all operation & maintenance manuals/documents in compliance with the provision of this Contract.
- b) The Contractor has set right all the objections/observations, if any, contained in the commissioning certificate.

The Plant/Unit will be operated by the contractor under direct supervision/instruction of the Company till conducting of performance guarantee test described below.

## **5.3 Performance Test**

Within 1 weeks of successful commissioning of the plant/unit the Contractor shall notify the Company in writing of commencement of Performance test. The Contractor shall conduct the performance test in accordance of the standard norm & as detailed in the tender clause elsewhere.

## **5.4 Final Acceptance**

Within 2 weeks of successful performance tests the Final acceptance certificate of the contracted work as a whole shall be given after the plant and equipment has been completely delivered and has rendered satisfactory integrated operation along with other inter-linked units of the Project.

Issue of final acceptance certificate by the Company shall be subject to the following:-

- a) All supplies including spares and services have been completed as per contract.
- b) The Contractor has met all other obligations under this contract.
- c) Final documentation incorporating latest modifications and as-built drawings has been submitted by the Contractor.

- d) The Contractor has set right all the objection/observation if any encountered during performance test and certified by the Company to the contractor in writing.

Acceptance and use of any unit of the works under the Scope of the Contractor shall not constitute a waiver of any portion of this contract and shall not be constructed so as to prevent the Company from requiring replacement of defective work that may become apparent after the said acceptance and also shall not absolve the Contractor of his obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that work or the contract until the work is completed in full in accordance with the provisions of this Contract.

On issue of final acceptance certificate by the Company, the equipment shall be deemed to have been handed over by the Contractor to the Company.

Completion Certificate will be issued by the Company, on Expiry of warranty period as stipulated under Clause.

## **6.0 PRE –QUALIFYING CRITERIA:-**

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

1. The tenderer should have minimum turnover of Rs 16.20 .Lac in any one of the immediate preceding four financial years i.e. 2015-16, 2016-17, 2017-18 & 2018-19 in tenderers name.
2. Tenderer should have successfully executed at least one similar nature of work in their own name comprising of value not less than **Rs. 10.80 lacs** in anyone of the preceding five financial years.

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

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

The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document , e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The decision of the company will be final and binding in this regard. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribed shall not be accepted. All communications /correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

## **7.0 SPECIAL CONDITIONS OF CONTRACT**

### **7.1 Powers to determine the Contract**

The Competent authority may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contractor and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner, comply with the requirements of such notice a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the or make winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of the contract.
- (iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers:-
  - (a) To determine and/or rescind the contract as aforesaid (*of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.
  - (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always

that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

- (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof a sufficient part thereof as the case may be.

In the event of any one or more of the above course being adopted by the competent authority the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **7.2 Time Extension**

If the contractor shall desire an extension of the time for completion of the work in the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final & binding on the contractor) reasonable grounds be shown therefore authorize in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

Failure or delay by the Company to hand over to the Contractor possession of the land necessary for the execution of the works, or to provide the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

## **7.3 Completion Certificate**

Within ten days of the completion of the work, contractor shall give notice of such completion to the Engineer-in-charge and within ten/thirty days on the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, nor shall the work be

considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his their work, People on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal or scaffolding surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, The Engineer-in-charge may at the expenses of the contractor remove such scaffolding surplus, materials and rubbish, etc. and dispose off the same as he thinks fit and clean off such dirt as aforesaid. The contractor shall have no claim in respect of any such scaffolding of surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**N.B.** - Ten days will apply in the case of works at the headquarters of the Engineer-in-charge and thirty days will apply in case of work at a station other than the headquarters of the Engineer-in-charge.

#### **7.4 Cleaning of premises included in completion**

During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the vent of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

#### **7.5 Payment of Bills**

Payment shall be made after successful work completion. Thecontractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.

#### **7.6 USE OF COMPLETED PORTIONS:**

Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof, Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.

All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof

delays the completion of the reminder of the work, the Company may grant such extension of time as it may consider reasonable if so requested by the contractor. The decision of the company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the Contractor or not. The Contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-In-Charge. The work in the mining areas shall be done strictly in accordance with the provisions of Mines Act, 1952. Metalliferous Mines Regulation 1961 and directives issued from time to time by the Directorate General of Mines Safety and /or other statutory authority.

#### **7.8 COORDINATION AND INSPECTION OF WORK:**

The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-In-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-In-Charge or his authorized representative. A register shall be maintained by the Contractor in which the Engineer-In-Charge after inspection shall write the instructions to be issued by the Engineer-In-Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.

In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other Contractor, working in the area and the departmental work of the Company being executed in other areas of the mine. The Contractor shall confer with Engineer-In-Charge regarding details, pertinent to phases of work, which may affect the work to be performed under the contract and shall be schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other Contractor /s and departmental work of the Company.

#### **7.9 WORK ON WEEKLY DAY OF REST AND HOLIDAYS:**

Subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on weekly day of rest and holidays, the Contractor will approach the Engineer-In-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The Contractor will make payment to the labour for the paid holidays declared by the Company from time to time. And contractor should have to carry out work 24X7 days.

#### **7.10 OTHER CONDITIONS, OVERTIME ETC:**

The working time at the site of work is 24 hours per day in shift working i.e., 3 (*Three*) shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. The Company on this account will entertain no extra claim. The Contractor shall be responsible for idle wages if payable to his workers.

The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not



affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.

The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act, 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

**7.11 MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:**

The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.

If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be affected/ delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such material to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company which ever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in execution of the works. The Contractor shall provide all necessary materials. Equipment and labour etc. for the execution and maintenance of the works until final completion thereof.

**7.12 DISCREPANCIES BETWEEN INSTRUCTIONS:**

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

**7.13 INSPECTION OF WORKS:**

The Engineer-In-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-In-Charge/ Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been give to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/ itself.

**7.14 CONTRACTORS OFFICE AT SITE:**

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

**7.15 SAFETY, SANITARY & MEDICAL FACILITIES:**

The Contractor and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.

The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.

The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.

All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.

First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. Medical check-ups of employees/ persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

**7.16 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

The Contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his / their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-In-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

Whenever any of the member of the Contractor or its representative shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all cost /compensation in connection therewith.

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

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

#### **7.17DAMAGE TO PROPERTY:**

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

#### **7.18RIGHTS OF VARIOUS INTERESTS:**

The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.

Whenever the work being done by any department of the Company or by other contractor employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc. whatsoever.

#### **7.19POWER OF ENTRY:**

During execution of Contract, if in the opinion of Engineer-In charge, it is found that:

- i) Contractor has failed to execute the Contract in conformity with contract document or
  - ii) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or
  - iii) Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
  - iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
  - v) Contractor has abandoned the work; or
  - vi) Contractor during the continuance of the contract has becomes bankrupt,
- then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the Contractor as per provisions of contract.

#### **7.20COMPANY MAY DO PART OF WORK:**

Upon failure of the Contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of

the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

#### **7.21POWER TO ORDER SUSPENSION OF WORK:**

The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the Contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the Contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider to make some adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the Contractor.

#### **7.22LIENS:**

If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Company all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

#### **7.23RIGHT OF WAY:**

The Company will provide the right of way for the facilities to be constructed under the contract. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.

When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the Contractor. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

#### **7.24 CHANGE IN CONSTITUTION:**

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

#### **7.25 COMPLIANCE IN RESPECT OF VARIOUS ACTS:**

The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.

- i) The Contract Labour (Abolition & Regulations) Act 1971
- ii) The Payment of Wages Act, 1936
- iii) The Employee's Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv) The Maternity Benefit Act, 1961
- v) The Payment of Bonus Act, 1965
- vi) The Mines Act, 1952
- vii) The Payment of Workmen's Compensation Act 1923
- viii) The Minimum Wages Act, 1948
- ix) The Payment of Gratuity Act, 1972
- x) Forest Conservation Act, 1980
- xi) Air & Water Pollution Acts
- xii) Mines Rules 1952
- xiii) Metalliferous Mines Regulations 1961
- xiv) Indian Explosives Act 1984 & Indian Explosives Rules 1940
- xv) Mines Vocational Training Rules 1966
- xvi) Mines & Minerals Regulation & Development Act 1972
- xvii) Mineral Concession Rules 1960
- xviii) Mineral Conservation & Development Rules 1988
- xix) Environment Protection Act 1986 and Environment Protection Rules 1986
- xx) Indian Forest Act 1927
- xxi) Fatal Accident Act 1985
- xxii) Motor Vehicles Act, 1939
- xxiii) Apprentice Act,
- xxiv) Industrial Dispute Act, 1947
- xxv) Standing Orders Act, 1946
- xxvi) Electricity Act, 1910

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

All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.

The Contractor should take adequate precautions for protecting his employees working in the mines for any risk from fall of material from overburden dump, moving of machineries/dumpers, handling of explosives, movement of belt conveyers, fire in machineries/crusher/fuel & lubricant storage depot, loading of material in dumpers etc.

The Contractor shall provide to his supervisors with written safe operating procedures for the work to be carried out, stating clearly the risk involved and how it is to be managed. He shall also ensure that all his workers comply with safe operating procedures

#### **7.26 SAFETY MEASURES**

This specification deals with the subject matter of safety and protection to be observed in the Civil Construction. This shall be followed along with all related statutory requirements/obligation and including Governmental byelaws, codes, ordinance of local or central authorities related to the construction work.

In case of complicated work like deep excavation, intricate shuttering and framework, excavation in loose soil and below water table, stacking of excavated earth etc., work plan with necessary drawings and documents have to be prepared by the Contractor and got approved by the Engineer-in-charge.

#### **INDIAN STANDARD**

4081	-	Blasting & Drilling
4130	-	Demolition of Buildings.
3764	-	Excavation Work.
5121	-	Piling & other Deep Foundations.
4014(P-II)	-	Scaffolding, steel Tubular.
3696(P-I & II)	-	Scaffolds and Ladders.
4138	-	Working in Compressed Air.
7493	-	Working with Construction Machinery.
8989	-	Erection of Concrete Framed Structures.

#### **7.27 COMPENSATION AND LIABILITY:**

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

In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.

The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company

against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

#### **7.28 LIABILITY FOR ACCIDENT TO PERSONS:**

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

On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the Contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

#### **7.29 SUBLETTING OF CONTRACT**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt to do so or becomes insolvent or commences any insolvency proceedings or make any composition with the creditors or attempts to do so or any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise shall either directly indirectly be given, promised or offered by (he contractor or any of his servants or agents to any employee of the Company in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the company and the same consequences shall endure as if the contract had been rescinded under the relevant clause and in addition the contractor shall not be entitled to recover or being paid for any work therefore actually performed under the contract.

#### **7.30 LUMP SUM WORK.**

When the contract includes lump sum in respect of the parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under the contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may in his discretion pay the lump sum amount entered in the contract and the certificates in writing of the Engineer-in-charge shall be final and conclusive against the contract with regard to any sum or sums payable to him under the provisions of the clause.

#### **7.31 Dismantling & Disposal thereof**

Contractor in course of the work should understand that all materials including ms steel roller etc materials, obtainable in the work of dismantling etc. will be considered as the Company's property and will be disposed off the best advantage of the Company. All the dismantling material will be deposited to central store and its liability of contractor.

#### **7.32 Technical Examination & Audit**

The Company shall have right to close an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be

made after payment to the final bill and if as a result of such Audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner prescribed elsewhere in the tender or in any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

## **8.0 GENERAL TECHNICAL SPECIFICATIONS**

### **8.1 Introduction**

This section contains the general specifications, which should be used as a basis for the design of equipment plant, building, and services. Unless specifically stated otherwise, all moving machinery is to be supplied complete with drive and motor of the totally enclosed, fan cooled type, suitable for operation in wet or dusty environments. Wherever practical the tenderer should make every endeavor to standardize equipment and motors. The plant and equipment should be suitable for operation in an ambient temperature of 45<sup>0</sup>C. and more. The tenderer are required to give detailed catalogues for the equipment covered in the scope of supply.

#### **8.1.1 Conveyor**

i. **Belt Conveyors**

Belt Conveyors will be of grade 'A' construction with protected edges with minimum 5 mm top cover and 2 mm bottom cover and conveyor will be provided by RSMML. Frames to support idlers should be of standard bridge/channel stringers and provided with deck plate of 3 mm thickness. Deck plate should be provided for sufficient length in loading region or for full length as required. Fixing holes in the idlers baseboard should be made slotted for adjustment and belt alignment. Conveyors gallery should have walkway on one side and catway on the other side. The design of all structure should be as per IS: 800. Belt conveyor inclination will not exceed 14<sup>0</sup>. Belt material should be selected considering the service requirement. The design & manufacture of belt conveyors shall comply with currently applicable IS standards.

ii. **Bearings**

The bearings used on conveyor pulleys should be anti-friction bearings with dust proof type, pillow blocks provided with grease nipples for lubrication. These should be mounted in such a manner that these can be easily replaced during operation and maintenance.

iii. **Safety guards**

Guards for chain, V-belts, and gears should be of expanded metal or side ½" opening, No. 16 industrial mesh with No 16 gauge bent steel plates on top, ends and exposed bottoms. Removable dip pans are to be provided for chain and gear guards. All guards should be removable for access to the machinery.

iv. **Lubrication**

Pressure lubrication fittings of adequate size to be provided on all bearings and machinery parts requiring lubrication.

vi. **Pulleys:**

Pulleys should be of welded steel construction with closed ends with keyed hubs for six inches and smaller shafts. Pulley face should be at least 75 mm greater than the belt width. Lagging where required will be 6 mm thick rubber vulcanized to the face of the pulley. All pulleys should be crowned face construction.



- vii **Belt Cleaners:**  
Should consist of counter weighted rubber blade scrapper at each discharge pulley.
- viii **Chutes:**  
Chutes and other plate work should have ample stiffness and brackets for support from adjacent structure. Specified thickness of liners of Mn. Steel TISCERAL plate should be provided and shall be fitted with counter sunk bolts on every chute surface coming in contact with ore. The liners should be of replaceable construction. The valley angle should be of minimum 55<sup>0</sup>. The proper bolting system should be designed for easy dismantling of the chute covers for access of replace the liners during maintenance and operation.
- ix **Belt Conveyor galleries;**  
All the belt conveyors should be covered with corrugated GI sheet with proper illumination.

## 8.2 GENERAL CIVIL SPECIFICATION

The contractor will include all civil works in foundation, flooring, and cable trenches, inside and outside the area in the same manner as already exist in the plant. Minimum thickness of floor should be 50 mm. The work includes levelling of area up to 6 meters all-round the transfer point. The concrete floor below the transfer house etc shall be provided.

The platform and walkways would be made with standard steel gratings (electrical flash welded).

The design, construction, quality of materials and workman-shop and the like for all civil Engineering works shall conform to the relevant Indian Standard Specifications.

All conveyors will have walkways on both sides. Roofing and side coverings are to be provided.

Signature of the tenderer

Witness:

Address:

# TECHNO COMMERCIAL OFFER

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

## General Information about the Tenderer

Name and address of Tenderer				
Name of Contact Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	2015-16	2016-17	2017-18	2018-19
Name & Address s of Banker(s)				
PAN No,				
GST Registration No.				
PF Account number				
If tenderer is in any other business also Please specify				
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate				
Others (specify)				
Bank details of RTGS  1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch				

**(Signature of Tenderer with seal)**

**PART – I (Technical Bid)**

Name of work : For Modification in existing belt conveyor 3020 IBP plant of RSMML for BRP handling on turnkey basis including Design, engineering, supply, construction, erection & commissioning etc. at IBP, Jhamarkotra Mines, Udaipur

E-Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/19-20 Dated 21.06.2019

**Pre- qualifying criteria – (Turnover :)**

Year	Turnover (Attested copy of CA certified/ audited Balance Sheets of last four financial years & other appropriate proof i.e. Form -16 are enclosed.)
2015-16	
2016-17	
2017-18	
2018-19	

Signature of tenderer with address.

## DECLARATION

*(On the letter head of the tenderer firm)*

I/We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid".

If any such additional condition and/ or deviation is found in the "Price Bid", then same may be ignored and treated as withdrawn from our side.

**Signature with name & seal**

Date

Place

**"PRICE-BID" Performa**  
**To be submitted strictly online in the prescribed format provided**  
**at <https://eproc.rajasthan.gov.in>**

**Name of work:** For Modification in existing belt conveyor 3020 IBP plant of RSMML for BRP handling on turnkey basis including Design, engineering, supply, construction, erection & commissioning etc. at IBP, Jhamarkotra Mines, Udaipur

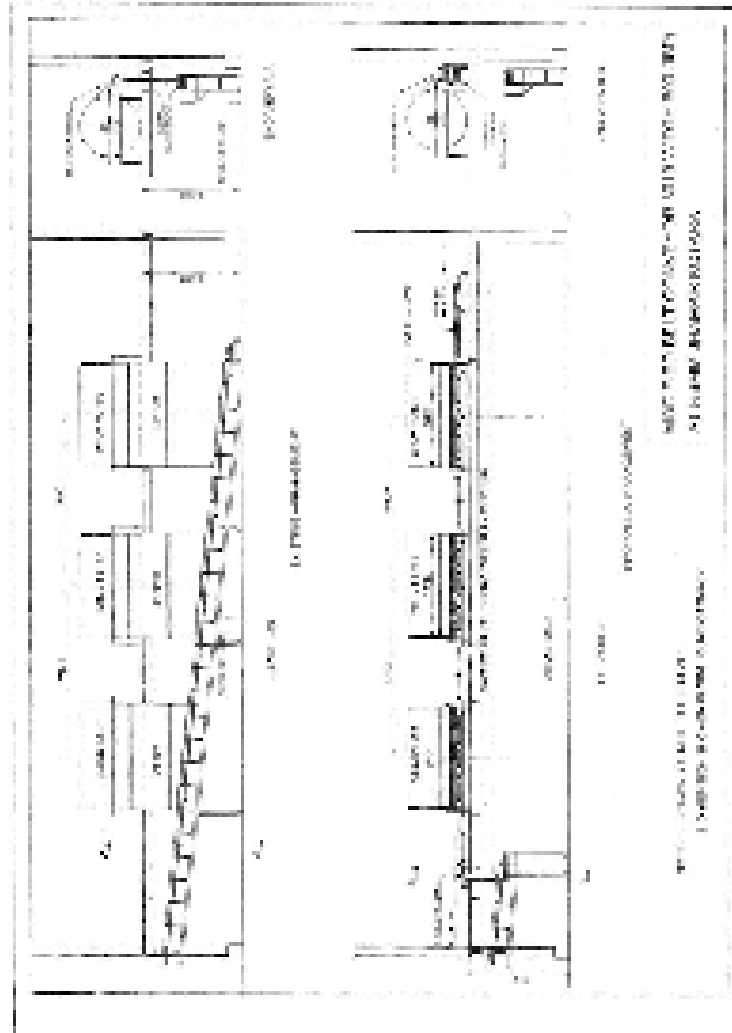
**Contract Period:** 2.5 Months

S.N	Particulars	Unit	Quantity (Approximate)	Rate
1	Design and engineering of layout for modification work.	lump sum in Rupees	Lump sum	
2	Dismantling and material shifting to central store of all structure to carry out the modification work which includes existing chute, liners, belt conveyor etc.	Rupees PMT	20 MT.	
3	Supply of steel structural materials, equipment at site inclusive of all taxes & duties, handling, freight, insurance charges, etc.	Rupees PMT	18 MT	
4	Civil works for foundation and grouting with beams.	lump sum in Rs.	Lump sum	
5	Fabrication, Erection and commissioning of Steel Structures & Sheeting including shop painting etc	Rupees PMT	18 MT	
6	Rubber items like side skirts, impact pad, impact roller and scrapper and rubber lagging on pulley and chute.	Lump sum in Rs.	Lump sum	
7	Total			

**Terms & Conditions:**

1. The contractor shall quote rate in Rupees for complete work as mentioned in above schedule in the spread sheet BOQ-1 as given at <https://eproc.rajasthan.gov.in>. Payment shall be made on actual measurement basis for used material.
2. The rates quoted will be inclusive of all taxes, duties, levies as applicable on this contract (up to the last date of submission of bids) excluding GST Rate and including of cost of additional and other allied work etc. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment. All statutory deductions shall be made as per relevant provision.
3. Before start of work & after completion of work, site should be photographed and attested.
4. All construction material receipt should be supported with gate pass.
5. I hereby declare that the GST component on this work if awarded to me will of .....%

Tentative flow diagram of modification work for material handling:-



**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 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
  - 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 For procurement in response to their Notice Inviting Bids 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 conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Name:

Place

Designation:

Address:



The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

**(1) Filing an appeal**

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

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

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

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

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

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

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

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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

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

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

1. Particular of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. ground of appeal  
.....  
.....  
.....(Supported by an affidavit)

7. Prayer:.....  
.....  
.....

Place.....  
Date.....  
Appellant's Signature

**Additional conditions of Contract****1. Correction of arithmetical errors**

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

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

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

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

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

**AFFADAVIT**

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

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

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

Deponent  
(Authorized Signatory)

**VERIFICATION**

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

Deponent  
(Authorized Signatory)

**Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 MeeraMarg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.**

**AFFADAVIT**

(on non judicial stamp paper worth Rs50/- )

E-Tender No. RSMM/ CO / GGM (Cont)/ Cont-14/19-20 Dated 21.06.2019

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 RSMM 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 or any government organisation/department.
- 3) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- 4) I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
- 5) That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- 6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- 7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms & conditions mentioned therein are acceptable to we/us.
- 8) I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.”
- 9) I hereby declare that the GST component on this work if awarded to me will be of ....%

Signature of Tenderer(s)

With Seal

Date:-----

Place:-----

**Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 MeeraMarg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.**