



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

e- TENDER DOCUMENT

FOR

Recovery of spilled-out BRP from Nallah near Weigh Bridge No. 2 & transporting to New Concentrate Storage Yard & Emptying of Check Dam near Govt. Middle School at base Camp & transporting to area of old abandoned Tailing Dam behind LGO Plant at Jhamarkotra Mines, Udaipur (Rajasthan)

e-Tender No. RSMM/ CO / GM (Cont)/ Cont- 16 /16-17/ Dated.05.01.2017
Issued by

General Manager (Contracts),
Corporate Office, RSMML, Udaipur

Cost of Non Transferable

Tender Document(including tax) : Rs 573/-

Date of downloading of Tender: From 09.01.2017 to 13.02.2017 up to 1.00 pm

Last Date of submission of online Tender : 13.02.2017 up to 3.00 pm

Date of Opening of Techno-commercial Part: 14.02.2017 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 (Raj)

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

Email:- contractsco.rsmml@rajasthan.gov.in

Ref. no:-RSMM/CO / GM (Cont)/Cont-16 /2016-17

Dated 05.01.2017

E-DETAILED NOTICE INVITING TENDER

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

Brief Description	Estimated total quantity in BCM	Contract Period	Bid Security / EMD (in Rs.)
Recovery of spilled-out BRP from Nallah near Weigh Bridge No. 2 & transporting to to New Concentrate Storage Yard. & Emptying of Check Dam near Govt. Middle School at base Camp & transporting to area of old abandoned Tailing Dam behind LGO Plant and other related work etc. at Jhamarkotra Mines, Udaipur	28000 BCM	60 days	Rs. 30000/-
Cost of tender document is Rs.573/- (inclusive of VAT), payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing fees.	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of tender documents	From 09.01.2017 to 13.02.2017 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 13.02.2017 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 14.02.2017 at 3.30 pm at C. O. Udaipur		

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

- The Tenderer should have minimum turnover of Rs.3.75 Lacs in any one of the immediate preceding three financial year's i.e. 2013-14, 2014-15 & 2015-16 in its own name.

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

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

published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded 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. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes 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.

General Manager (Contract)

SECTION - I
Definitions, Interpretations

1.0 DEFINITIONS:

- 1.1 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.1.1 "**Agent**" shall mean the Agent for Industrial Beneficiation Plant so notified by the company in this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 1.1.4 "**Approving Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**Spilled- out BRP**" or "**BRP**" shall mean all types of BRP obtained by processing low grade rock phosphate ore in powdery form (-200 mesh size) with variable P₂O₅ having "Apatite" as main constituent mineral and variable moisture content which got spilled from new concentrate yard to nallah during monsoon season.
- 1.1.6 "**Check Dam**" shall mean the pond where rejects are being accumulated which is escaping from main process plant in slurry form.
- 1.1.7 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.1.8 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.9 "**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.
- 1.1.10 "**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, drawings, letter of Acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.11 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.12 "**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.

- 1.1.13 “**Commencement of work**” shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 1.1.14 “**Engineer-in-Charge**” shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC – Rock Phosphate.
- 1.1.15 “**Engineer’s Representative**” shall mean any resident Engineer or assistant to the Engineer-in-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 1.1.16 “**Final Certificate**” in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC – Rock Phosphate.
- 1.1.17 “**Managing Director**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.18 “**Group General Manager (Contract)/General Manager (contract)** ” shall mean the Group General Manager (Contract) of RSMML or his successor office.
- 1.1.19 “**Head of SBU & PC - Rock Phosphate**” shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.20 “**Plant Manager**” shall mean the Manager so designated under Mines Act. 1952 for Industrial Beneficiation Plant of Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.1.21 “**Letter of Acceptance**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 1.1.22 “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.23 “**Period of liability**” in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the Company.
- 1.1.24 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.25 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.26 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.27 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.

1.2 **INTERPRETATIONS:**

- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 1.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 1.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 1.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.9 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

SECTION - II INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format 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 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 scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the

- Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works
- viii. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.2 Tender Procedure

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

3.3 Tender Document Fee

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 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 on or before the date and time of submission of the Tender.

- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.7 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 3.8 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.10 Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.11 The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in

accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

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

ADDENDA/CORRIGENDA

- 3.15 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.16 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

- 3.18 The tenders shall be submitted online as prescribed above in the tender document and the following documents should be uploaded online:
- i) Power of Attorney in favour of the authorized representative signing the tender, as required.
 - ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer/ notary public as the case may be.
 - iii) Copy of PAN and Service Tax Registration Number
 - iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
 - v) Exceptions & deviations statement” to be submitted by the tenderer in FORM-3.
 - vi) Provident Fund Account Number of establishment and its effective date or undertaking as per annexure VII of tender document.
 - vii) Common undertaking as per annexure-II & IV of tender document.
- 3.19 Tenderer must uploaded the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. Tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.20 **PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online in the prescribed format. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-4 for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS/Delayed Bid

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

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

BID SECURITY DEPOSIT(EARNEST MONEY)

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

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the tenderer does not submit the prescribed Demand draft/ Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv If it is established that the tenderer has submitted any wrong information/ forged documents along-with the tender or thereafter.

VALIDITY

- 3.28 Tender submitted by tenderer shall remain valid for acceptance for a period 90 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 90days is liable to be rejected. The tenderer on its own shall not during the said period of 90days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

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

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.31 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.32 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.33 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.34 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

NEGOTIATIONS

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

CORRECTION OF ERRORS

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

PROCESS TO BE CONFIDENTIAL

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

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

Interference with procurement process

- 3.44 In case the bidder
- i) Withdraws from the procurement process after opening of financial bids;
 - ii) Withdraws from the procurement process after being declared the successful bidder
 - iii) Fails to enter procurement contract after being declared the successful bidder;
 - iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,
- Shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement , whichever is less.

SIGNING OF THE CONTRACT AGREEMENT

- 3.45 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 20 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- The contract agreement shall consist of –
- i) An agreement on non-judicial stamp paper of appropriate value,
 - ii) Tender document, along with the addenda/corrigendum, if any.
 - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

3.46 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 further split the work amongst more than one contractor if considered expedient at the sole discretion of the Company.
 - iv) to increase / decrease the period of contract and scope of work without any additional obligation on it.
 - v) not to carry out any part of work.
 - vi) to reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.47 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

REFUSAL / FAILURE

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

Section- IV
**GENERAL CONDITIONS OF CONTRACT (GCC)
GOVERNING FOR WORKS CONTRACTS**

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.3 The successful tenderer shall furnish a Security Deposit @ 10 % of total awarded contract value through Demand Draft in favour of RSMML, Udaipur /Bank Guarantee, within 15 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company on non-judicial stamp paper of valuing 0.25% of BG value subject to maximum of Rs. 25000 or on appropriate value *under Indian Stamp Act* prevailing on the date of issuance of BG from a PSU bank (except SBI)/ICICI/HDFC/Axis Bank having its branch at Udaipur. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.4 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 4.5 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.6 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.7 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being

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

- 4.8 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.9 In case the Bank Guarantee is invoked for any reason/s, the Contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.10 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.11 No interest is payable on S.D. amount.
- 4.12 In case of enhancement of quantum of work, due to any reason, the Contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the Contractor. Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

PROVIDENT FUND

- 4.13 The Contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.14 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. The contractor will be required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.15 However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the Contractor to the Engineer-In-Charge.

4.16 LEGAL & STATUTORY OBLIGATIONS

- i. The Contractor shall comply with the standard practices framed there under and regulations laid down by the Company/Government of India/Govt. of Rajasthan from time to time.
- ii. All relevant labour laws and safety regulations are required to be followed by the Contractor during the tenure of contract.
- iii. The proof of payment of contribution towards Provident Fund to the

Regional Provident Fund Commissioner as per prevailing rules for all the employees of the Contractor working at site shall have to be enclosed along with each bill submitted for payment. The Contractor must be registered with Regional Provident Fund Commissioner.

- iv. Before commencement of the work, Contractor shall be required to obtain and submit suitable insurance policy covering workmen compensation for all the employees working at site against any injury or death. This insurance policy shall be valid till the completion of the work.
- v. On completion of the work, the Contractor shall apply to the Engineer-in-charge for issue of completion certificate and the same will be issued within one month of completion of the work in all respects.
- vi. The Contractor shall perform the contract work in accordance with all applicable codes, statutory regulations. It is agreed and understood by and between the parties hereto that the Contractor shall comply with applicable law, rules, and regulations and by laws whether now in force or which may thereafter come in force during the currency of the contract and/or exclusion thereof.
- vii. The Contractor shall be responsible for compliance of the provisions of work men's Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provision Act, 1952, Payment of Gratuity Act 1972, Contract Labour (Regulation & Abolition) Act, 1970, Payment of wages act 1936, minimum wages act 1949, payment of bonus act 1956, mines act 1952. Industrial act 1947 or any other similar enactment's /rules made there under and statutory modification thereof the liability in respect of shall be that of Contractor's only. In case award of work the Contractor shall be responsible for insurance of employee.
- viii. Under the insurance scheme the contractor shall be required to get comprehensive insurance plan / Insurance policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the company on this account

SUB-LETING OF WORK:

- 4.17 The whole of the work included in the contract shall be executed by the Contractor alone and the Contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the Contractor .

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS /EMPLOYEES

- 4.18 The Contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.19 The Contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action

arising out of operation of this contract or at the termination/completion of this contract.

- 4.20 The company shall not pay any additional amount on any such account. The only remuneration payable to the Contractor by the company will be on the basis of accepted rates and work executed thereof.

TAXES AND INSURANCE:

- 4.21 The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety etc or any other civil or criminal court, tribunals by reason of any violation by Contractor or his sub-Contractor /s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.
- 4.22 The rates quoted by the tenderer shall be on 'firm price' basis during the pendency of the contract period and the Contractor shall not be eligible for any escalation in the rates on what so ever ground. The rates quoted will be inclusive of all taxes, duties, levies, including Service tax as applicable on this contract (up to the last date of submission of bids). The present applicable rate of Service Tax is @15.0%.
- 4.23 Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to Contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the Contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- 4.24 The Contractor shall be responsible for depositing all statutory taxes as applicable and payable by him in this contract to the respective statutory authorities. The Company shall not be liable for any default on this account.

SERVICE TAX:

- 4.25 **The** Contractor shall be responsible for depositions of such service tax as applicable, to the concerned authorities time to time. The quoted rates, accepted by the company are inclusive of Service Tax, as applicable. The Service Tax shall be deposited by the contractor. The present applicable rate of Service Tax is @15.00%. Tenderers will be required to quote in accordance with the rates prevailing on the last date of submission of offer. However, in

case of any variation in the rate of service tax; the same shall be recovered/ reimbursed by the company. The tenderer shall also confirm the applicability of service tax on this work on them as per applicable rules & provisions of service tax as applicable to contract.

INDEMNITY

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

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.29 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the Contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.30 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the Contractor's expenses or sell them by auction and/or private sale on account of the Contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the

proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor .

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

- 4.32 The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

- 4.33 If at any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the Contractor , who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

4.34 MANPOWER FOR THE WORK:

- a. Sufficient manpower required for execution of the contractual work will be employed by the Contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act,1923.
- b. RSMML will not in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the manpower engaged by the Contractor for this work.
- c. The Contractor shall have to make all payments to the workers/labours/staff etc. engaged by him every month latest by the 7th day of the following month through bank transfer. The minimum wages applicable at present are to be followed.
- d. If the Contractor fails to pay to the workers/staff/labour any dues, RSMML may make arrangements for payment thereof after giving 15 day's notice to the Contractor and deduct the amount along with expenses from its bills and/or from its security or in such other manner

as may be deemed fit by RSMML.

OTHER CONDITIONS, OVERTIME ETC:

- 4.35 The Contractor shall be allowed to work between 6.00 A.M. to 6.00P.M. except at the time of blasting, on all working days other than the weekly day of rest, i.e. MONDAY and other holidays declared by the Company. At the time of blasting, loading equipment, trucks & persons if any, in the area of blasting, have to vacate the area of blasting. Overtime work may be permitted in case of need and with the prior written approval of Engineer-in-Charge and company will not compensate the same. No extra claim will be entertained by the Company on this account. The Contractor shall be responsible for idle wages if payable to his workers.
- 4.36 The provisions of Contract (R&A) Act 1970 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.

DISCREPANCIES BETWEEN INSTRUCTIONS:

- 4.37 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.

SAFETY, SANITARY & MEDICAL FACILITIES:

- 4.38 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 provide 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.
- 4.39 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 boots, helmets, dust and face masks, and any 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.
- 4.40 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge / Plant Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.41 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.
- 4.42 Whenever any of the Contractor 's employees 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 the 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 costs/compensation in connection therewith.

- 4.43 The contractor shall be responsible for the proper conduct and behavior of all the 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 relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

DAMAGE TO PROPERTY:

- 4.44 The Contractor shall be responsible for making good at his cost to the satisfaction of the Company any loss or any damage to buildings, 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 their employees, agents, representative etc.

RIGHTS OF VARIOUS INTERESTS:

- 4.45 The Contractor shall co-operate and afford other agency s 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 agency s 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.

POWER OF ENTRY

- 4.46 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 3 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
 - vi) Contractor has abandoned the works, or
 - vii) Contractor during the continuance of the contract 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 work by his employees. The Company shall then be free to take appropriate action against the Contractor as per provisions of contract.

COMPANY MAY DO PART OF WORK:

- 4.47 Upon failure of the Contractor 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 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 fifteen percent additional charges thereon to cover all departmental charges/expenses and the Contractor shall be bound by such decision of the Company.

POWER TO ORDER SUSPENSION OF WORK:

- 4.48 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 suspension of work, and obtain prior approval. No extension of time shall be 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 15 days at a stretch then Company may consider making some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the Contractor.

COMPLIANCE IN RESPECT OF VARIOUS ACTS

4.49 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 there under 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 1970
- ii) The Payment of Wages Act, 1936
- iii) The Employees' Provident Fund Act 1952 & Employees' Provident Fund Scheme 1952
- iv) The Mines Act 1952.
- v) The payment of Workmen's Compensation Act 1923.
- vi) The Minimum Wages Act., 1948
- vii) Mines Rules 1952
- viii) Environment Protection Act 1986 and Environment Protection Rules 1986
- ix) Fatal Accident Act,
- x) Motor Vehicles Act-1988
- xi) Industrial Dispute Act, 1947,
- xii) Rajasthan Transparency in Public procurement Act 2012

4.50 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions 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.

4.51 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.

4.52 The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under. The Contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/mining practices.

COMPENSATION AND LIABILITY:

4.53 Insurance shall be effected by the Contractor at his cost for all the Contractor's employees and persons engaged in the performance of the contract.

4.54 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 decisions of the Engineer-in-charge.

- 4.55 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 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.

LIABILITY FOR ACCIDENT TO PERSONS:

- 4.56 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.
- 4.57 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.

FORCE MAJEURE:

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

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

NOTICES: SERVICE OF NOTICE ON CONTRACTOR:

- 4.59 Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The Contractor shall furnish to the Company, the name, designation and addresses of his/its authorized agent at the work site and at Udaipur.

SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY & THE ENGINEER-IN-CHARGE:

- 4.60 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Rajasthan State Mines & Minerals Limited, Jhamarkotra Mines-313015 Distt. Udaipur and copy to authorized representative at the Plant Manager, Industrial Beneficiation Plant, Jhamarkotra Mines-313015 Distt. Udaipur, and
- (b) In the case of the Engineer In-charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.61 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorised partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.62 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the Contractor :-
- (c) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the Contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the Contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

- (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

Before determining the contract, as aforesaid, and provided that, in the judgement of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

4.63 In the event of the Company proceeding in the manner herein above prescribed-

- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work,
- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor , whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

4.64 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the Contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor .

Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up-to the date of such termination.

APPEALS:

4.65 Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be

clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

DISPUTE, JURISDICTION

- 4.66 The place of the contract shall be Jhamarkotra Mines, Distt Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC (Rock Phosphate) of the company shall be final and binding.
- 4.67 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.
- 4.68 The Contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION-V
SPECIAL CONDITIONS OF CONTRACT (SCC)
GOVERNING WORKS CONTRACTS

APPLICABILITY

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

INTRODUCTION

- 5.1 The Rajasthan State Mines & Minerals limited is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc. The rock phosphate concentrate is produced from the processing of low grade ore in the main process plant in the form of powder at Industrial Beneficiation Plant at Jhamarkotra Mines; district Udaipur in the state of Rajasthan. The Jhamarkotra Mines is situated at an approximate distance of 27 Km from the town of Udaipur in Rajasthan.

5.2 PREQUALIFICATION CRITERIA

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

- 1) The Tenderer should have minimum turnover of Rs.3.75 Lacs in any one of the immediate preceding three financial year's i.e. 2013-14, 2014-15 & 2015-16 in its own name.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case. The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded 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. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes 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.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has:

- a. made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
- b. poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

WORKING HOURS

- 5.3 The Contractor shall be allowed to work between 6.00 A.M. to 6.00P.M. except at the time of blasting, on all working days other than the weekly day of rest, i.e. MONDAY and other holidays declared by the Company. At the time of blasting, loading equipment, trucks & persons if any, in the area of blasting, have to vacate the area of blasting. The work shall be carried out during such hours and as per such time schedules in conformity with all the terms & conditions of the contract and as may be directed by the company from time to time.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

- 5.4 The price bids of the techno-commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to overall contract values for the total tendered work. The eligible bidder whose quoted rates are resulting into lowest financial outgo for the company will be considered as L1 bidder. The total contract value will be arrived by adding total of amount column of price bid. The final figure so arrived will decide the total contract value for the purpose of deciding L1 bidder.

SCOPE OF WORK AND SPECIAL CONDITION OF CONTRACT

5.5 SCOPE OF WORK:

Scope of work for Recovery of spilled-out BRP from Nallah near Weigh Bridge No. 2 and transporting to New Concentrate Storage Yard & emptying of Check Dam near Govt. Middle School at base Camp & transporting it to area of old abandoned Tailing Dam behind LGO Plant Jhamarkotra Mines, Udaipur (Rajasthan) work includes excavation, transportation, proper unloading stacking & leveling, and all other preparatory & allied works etc at Jhamarkotra Rock Phosphate Mines generally shall include but not limited to the followings:

- a) Cleaning of the site for measurement of present surface levels, which shall be treated as OGL (Original ground level) for the purpose of ascertaining the excavation quantity.
- b) **Excavating, Scrapping & Collection** of spilled out BRP from nallah and Tailings from check dam by using Backhoe Shovel (JCB)/ front end loader.

- c) **Loading** of Scrapped BRP & tailings from nallah and check dam respectively by using front-end loaders into the trucks/tippers up to the specified capacity.
- d) **Proper leveling** of the material in the trucks to avoid spillage. Retrieval of the spilled BRP / Tailings from the transportation route.
- e) **Transportation** of BRP / Tailings from nallah / check dam to new concentrate storage yard and to area of old abandoned Tailing Dam behind LGO Plant respectively & proper unloading including dumping & leveling, as per the requirement of the Company. As per work requirement the contractor shall have to use suitable equipment to carry out proper dumping & leveling at his / their cost. The one side distance from natural nallah near weigh bridge-2 to new concentrate yard is approximately 500 meters and from check dam to abandoned tailing dam situated behind LGO crushing plant is 1.50 Km.
- f) Contractor shall maintain daily record of different trucks loaded from nallah / check dam including truck numbers, etc as per the instruction of Engineer in Charge.
- g) All related jobs as per the requirement of company as ascertained by Engineer-In-Charge from time to time, terms & conditions of the tender document and specifications of the contract, including all preparatory & allied works pertaining thereto and/or relating to this work and required for carrying out the above scope of work are also deemed to be part of the scope of work.

Broad scope of work has been detailed as above. However, any job not specifically mentioned here-above, but required to be carried out for this nature of work is also deemed to have been included in the scope. All tools & tackles to carry out above mentioned job, has to be arranged by the contractor himself.

PERIOD OF CONTRACT:

- 5.6 The period of the contract shall be 60 days (for both works) from the date of issuance of the Letter of Acceptance (LOA)/Detailed Letter of Acceptance (DLOA). The above two works shall be executed simultaneously strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc. The Contractor shall commence the work within a period of 7 days from the issuance of LOA/DLOA. However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of fifteen days. Such termination shall not entitle the contractor for any claim whatsoever.

5.7 QUANTITY

The contractor shall recover an approximate quantity of 8000 BCM of spilled-out BRP from Nallah near Weigh Bridge No. 2 & transporting to New Concentrate Storage Yard and an approximate quantity of 20000 BCM by emptying of Check Dam near Govt. Middle School at base Camp & transporting to area of old abandoned Tailing Dam behind LGO Plant of Mines. However this quantity is only indicative and may change depending upon the requirement of the company. The Contractor shall neither be entitled nor be eligible to raise any claim on account of their vehicles/equipments /manpower being idle on any day or for any period during the contractual completion period.

CONTRACTOR 'S REMUNERATION & PAYMENT:

- 5.8 For payment purposes the Contractor shall raise the bill in triplicate on monthly basis to receive its remuneration from the RSMML.
- 5.9 The Contractor, on submitting the bill duly verified by the Engineer In-Charge for the work done, is entitled to receive a monthly payment within a period of fifteen (15) days after submission of the bill.
- 5.10 The payment against the bill will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the Contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 5.9.1 The bill should be supported with details as per clause 5.5 (f) and documents relating to OGL & level on completion of work.
- 5.10 The Company shall make payment due to the Contractor by crossed Account Payee cheque/RTGS/NEFT.

COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND / OR DELAYED OPERATION & SHORTFALL IN PERFORMANCE

- 5.11 Time is essence of this contract. In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to levy predetermined compensation @ 1% of the total contract value on weekly basis, if delay is on the account of contractor. Further the company may withdraw the letter of acceptance & forfeit the earnest money deposit (EMD) &/or Security Deposit (SD).
- 5.12 The Company may provide targets of minimum quantities of BRP & tailings to be excavated & transported by the contractor from respective areas to designated places as elaborated above. In case the Contractor fails to complete the total job within stipulated period and it is established that the delay is on account of contractor's lapses, the company shall recover a pre determined and agreed compensation @ 10% of the remuneration payable for the actual shortfall in quantity subject to maximum of 10% of total contract value.
- 5.13 The compensation/penalty so paid/and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.
- 5.14 Besides, failure of the contractor to work as per scheduled targets will also entitle the Company to get the work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency. In such event, the company shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit.
- 5.15 Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.
- 5.16 The performance of the contractor shall be reviewed on monthly basis. If the contractor fails to execute the work as per the scheduled targets, the contractor shall be liable to pay predetermined & agreed compensation

RIGHT TO REVIEW PERFORMANCE

- 5.17 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.
- 5.18 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.

RISK & COST

- 5.19 In the event of failure on the part of the contractor to execute the work as per time schedule and for such quantities as prescribed by the Company from time to time, the Company shall be entitled to engage other agency at the RISK & COST of the contractor.
- 5.20 Further, RSMML may require the contractor to improve the performance of work within seven days of the receipt of a notice by the RSMML and if the contractor fails to improve its performance on pro-rata basis within this period of seven days, then the RSMML may get the work done by other agency at the cost & risk of the contractor without any further notice. 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 7 days.
- 5.21 The amount of such expense for engaging other agency at the RISK & COST of the contractor and/or damages shall be adjusted by the Company from the monthly bills of the contractor and any other amount payable to the contractor under this contract. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations.

Chapter 6

PROCEDURE FOR MEASUREMENT OF QUANTUM OF WORK DONE BY THE CONTRACTOR

6.1 SETTING OUT WORKS

- 6.1.1 The Company shall furnish to the contractor information regarding survey stations and level bench mark level and the Contractor shall set out the works at his cost and shall provide competent staff as may be necessary and required under rules and regulations and shall be solely responsible for the accuracy of such survey and setting out.
- 6.1.2 The contractor shall depute an authorized surveyor immediately after issuance of Letter of Acceptance for taking the initial ground levels of the working area proposed to be worked by the contractor under this contract. All survey reports shall be jointly signed by the authorized representative of the Company and the Contractor.
- 6.1.3 The Contractor shall be responsible for providing, fixing and maintaining at his cost all stakes, plates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance, should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance at his/its cost of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-In-Charge. The approval thereof or rendering any assistance by the Engineer-In-Charge in setting out the work shall not relieve the Contractor of any of his/its responsibilities and obligations.
- 6.1.4 Before beginning the works, the contractor shall at his/its own cost, provide all necessary reference and level posts, pegs, bamboo's, flags, ranging rods and other materials etc, for proper layout of the work in accordance with the scheme acceptable to the Engineer-In-Charge. The center, longitudinal face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable the Theodolite/or total station to be set over it. The contractor shall start no work until all these points are checked and approved by the Engineer-In-Charge in writing but such approval shall not relieve the Contractor or any of his/its responsibilities. The Contractor shall also provide to the Company - all labour, material and other facilities, as necessary free of cost for the proper checking of layout and inspection of the points during the progress of work.
- 6.1.5 Pillars bearing geo-deistic marks located at the sites of works should be protected.
- 6.1.6 On completion of the works, final survey shall be carried out and the

Contractor shall submit the field engineering details and survey documents, the geo-deistic documents according to which the work was carried out.

RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

- 6.2.1 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work.
- 6.2.2 It may be necessary at time to discontinue portions of the Contractor's work in order that the Engineer-In-Charge/Surveyor may make measurements or surveys without interruptions or other interference's that might impair the accuracy of the results. At times, on request of the Engineer-In-Charge, the Contractor shall discontinue his/its work to such **extent** as may be necessary for this purpose. The Contractor shall not be entitled for any extra payment on account of same.
- 6.2.3 No extra or additional payment will be made to the contractor for such discontinuance of work or delay occasioned by the Surveyor's establishing or checking lines or grades or making other measurements or by the Engineer-In-Charge inspections and no **extension** of time will be allowed for such delay.

DETERMINATION OF VARIOUS PARAMETERS

- 6.3.1 For the purpose of this contract the determination of various parameters, viz. Chemical and physical analysis of mineral/waste/etc.! volume to weight conversion factor (insitu/loose), size determination of mineral/waste/etc., weight of material, various survey and related parameter, any other parameter whose determination is required in terms of contract etc. etc., as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Contractor. **In** case the contractor desires he can associate its representatives during the determination of these parameters by the company, for which he can inform the Engineer in Charge.

Chapter 7

PAYMENT TO THE CONTRACTOR & CERTIFICATES

7.1 CONTRACTOR'S REMUNERATION:

- 7.1.1 The remuneration to be paid by the Company to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Engineer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.
- 7.1.2 The rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Company by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the **extent** of the works and materials required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.
- 7.1.3 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, pumps, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- 7.1.4 The schedule of rate or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, accessories, materials of whatsoever kind for the works and shall include an indemnity to the Company which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials octroi or other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work, shall borne by the Contractor.
- 7.1.5 No exemption or reduction of customs duties, excise duties, sales tax or any

port duties, special Road Tax, Road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess, taxes or charges (from or any other body), whatsoever will be granted or obtained element of all of which expenses shall be deemed to be included in and covered by the contract rate or schedule of rate. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

- 7.1.6 The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of **extension** of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason or accounts whatsoever.

PROCEDURE FOR MEASUREMENT/BILLING OF WORK-IN-PROGRESS:

- 7.2.1 All survey measurements shall be monthly and in metric system. All the works in progress will be jointly measured by the representatives of the Engineer-In-Charge and the contractor's authorised agent progressively. Such measurement will be got recorded on the basis of excavation configuration in the measurement book by the Engineer-In-Charge or his/its authorised representative and signed in token of acceptance by the Contractor or his/its authorised representatives. For the purpose of taking joint survey measurement the Contractor's representative shall be bound to be present at site on prior notice in this regard by the Engineer-In-Charge. If, however, he absents for any reason whatsoever, the measurements will be taken by the Engineer-In-Charge or his representative and the same shall be deemed to have been taken as correct and binding on the Contractor. Measurements and computations will be made by such method/s as the Engineer-In-Charge may consider just and appropriate for the class of work measured including but not limited, to the methods of average and area computed from cross section, plans, grid system or topographic contours etc. If considered advisable by the Engineer-In-Charge for greater accuracy prismoidal corrections, or corrections for curvature in alignment will be employed and binding on the Contractor. For the purpose of computing quantities, the digital Planimeter shall be considered as being an instrument of precision adopted for the measurement of areas under contract. *However the company reserves the right to use the computerised survey and computation methods for measurement of quantities. The contractor shall not raise any dispute whatsoever on this account.* The dividing limits, lines or plans between adjacent items or classes or excavation or other type of works where not definitely indicated on the plans, or in the specifications shall be determined by the Engineer-In-Charge.
- 7.2.2 Notwithstanding anything contained herein above in order to minimise the chances of discrepancy arising out of the projected excavation and actual

excavation, the company reserves the right to make available to the contractor additional cross sections across the strike length of the area covered within the purview of this work under the contract. Such additional cross section in turn shall be taken by the Contractor as reference section for the aforesaid purpose.

7.2.3 The Company reserves the right to associate third party for carrying out original, monthly and final excavation survey at regular intervals. The Contractor's remuneration under this agreement will be subject to such surveys and adjustment or any discrepancy found thereof. The Company will have sole discretion to appoint Government or Semi-Government or private surveying agency(ies) like the Directorate of Mines & Geology, survey of India, Indian Bureau of Mines etc and the Contractor will be bound by such survey/s without any claim of additional payment for the same.

7.2.4 BASIS OF PAYMENT: The basis of payment shall be the quantity as measured by survey at mines, on monthly basis.

7.2.5 Income tax (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall be furnished to the contractor.

CLOSING OF THE CONTRACT

7.3.1 On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Engineer-in-Charge for his satisfaction are required to be submitted to the Engineer-In-Charge.

- i) Month-wise details of work executed by the contractor/Certificate of satisfactory performance.
- ii) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- iii) Details of PF deposited by the contractor,
- iv) No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
- v) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

7.3.2 On receipt of this last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducing all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

UNDERTAKING

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

For and on behalf of the tenderer/
Contractor (Authorized Signatory)

Seal & Dated

LETTER OF SUBMISSION OF TENDER

DATE:

FROM: _____

To:

The Group General Manager
(Contracts), Corporate Office, 4 -
Meera Marg, Rajasthan State
Mines & Minerals Ltd.,
UDAIPUR 313001 (Raj).

Sub: "Recovery of spilled-out BRP from Nallah near Weigh Bridge No. 2 to New Concentrate Storage Yard & Emptying of Check Dam near Govt. Middle School at base Camp to area of old abandoned Tailing Dam behind LGO Plant at Jhamarkotra Mines"

e-Tender No. RSMML/ CO / GM (Cont)/ Cont- 16 /16-17/ Dated.05.01.2017

Dear Sir,

1. I/We possessing requisite resources, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
 2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
 3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
 4. I/We have deposited Earnest Money of Rs ----/- (Rupees ----- Only) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
- | D.D. No | Date | Name and Address of Bank | Amount |
|---|-------------|---------------------------------|---------------|
| 5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount of Rs. - | | | |
| -----/- (Rupees ----- Only) and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents. | | | |
| 6. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions. | | | |
| 7. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation. | | | |
| 8. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer. | | | |
| 9. I/We hereby declare that the decision of the RSMML management in offer made by selection/rejection of the tender/Contractor shall be acceptable and binding on me/us. | | | |

Date, the _____ day of, _____ 2016 ____.

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

Witness name in Block Letters: Full Address

FORM-2**CHECK LIST**

e-Tender No. RSMM/ CO / GM (Cont)/ Cont- 16 /16-17/ Dated.05.01.2017

Name of Tenderer/ Contractor _____
 The Check List should be submitted' alongwith TECHNO-COMMERCIAL
 (PART-I) BID' in the proforma as given below:-

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	13-14	14-15	15-16
Name & Address s of Banker(s)			
PAN No,			
Service Tax Registration No.			
PF Account number			
Labour License Number			
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate			
Others (specify)			
Bank Details for Online transfer of EMD Bank Account No. Banker details: a) Name b) Branch No. c) Address d) IFSC code			

Type of A/c : Saving / Current / CC/ any other

1. The Tenderer shall upload the following document as listed above, Photocopies of the documents shall be attested by the gazetted officer or Notary public before uploading

(Authorised
Signatory)

FORM -3

EXCEPTIONS AND DEVIATION

e-Tender No. RSMM/ CO / GM (Cont)/ Cont- 16 /16-17/ Dated.05.01.2017

Name of Tenderer/ Contractor _____

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

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

**Signature of tenderer(s)
With the seal**

FORM -4

PERFORMA OF PRICE OFFER

(To be submitted online only in the prescribed BOQ format available for downloading on <https://eproc.rajasthan.gov.in>)

Sub: Recovery of spilled-out BRP from Nallah near Weigh Bridge No. 2 to New Concentrate Storage Yard & Emptying of Check Dam near Govt. Middle School at base Camp to area of old abandoned Tailing Dam behind LGO Plant at Jhamarkotra **Mines, Udaipur (Rajasthan)**

e-Tender No. RSMM/CO/GGM (Cont)/Cont-04/16-17 Dated 07.06.2016

Name of Tenderer

S. No.	Particulars	Approx. Quantity	Unit	Rate/Unit (Rs/BCM)	Total Amount Rupees (Rs)
1	Recovery of spilled-out BRP from Nallah near Weigh Bridge No. 2 & transporting to New Concentrate Storage Yard as described in the scope of work of Tender document.	8000	BCM		
2.	Emptying of Check Dam near Govt. Middle School at base Camp & transporting to area of old abandoned Tailing Dam behind LGO Plant as described in the scope of work of Tender document.	20000	BCM		
2.	Total				

Note:

1. The quoted rate by the tenderer shall be inclusive of all taxes, duties and levies including Service tax. The present applicable rate of Service tax is @ 15.00%
2. Tender rates must be entered in figures & words.

Dated: -----

(Authorised Signatory)

Name of the Designation/ Relationship of the authorized Signatory with the tenderer

Annexure-I

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU bank (except SBI)/ICICI/HDFC/Axis bank except SBI having its Branch office at Udaipur on non-judicial stamp paper on non-judicial stamp paper of valuing 0.25% of BG value subject to maximum of Rs. 25000 or on appropriate value *under Indian Stamp Act* prevailing on the date of issuance of BG.)

B.G. _____ Dated _____

This Deed of Guarantee made between _____ a Bank, having its registered office at

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

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm

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

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

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

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

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Contractor . Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the Contractor or ourselves or liquidation or winding up or dissolution or insolvency of the Contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the Contractor and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

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

AFFIDAVIT

(on non judicial stamp paper of appropriate value-)

e-Tender No. RSMM/ CO / GM (Cont)/ Cont- 16 /16-17/ Dated.05.01.2017

Name of Tenderer.....

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

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) The incase of award of work the work will be commenced within 07 days from the date of issue of LOA/DLOA.
- (8) 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/

Signature of Tenderer(s)

(Authorized Signatory)

With Seal

Place:

Date:

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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date
Place

Signature of bidder
Name:
Designation:
Address:

Annexure-V

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) **Filing an appeal**

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

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

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

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

- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

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

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

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

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

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

7. Prayer:

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

AFFADAVIT

(on non judicial stamp paper of appropriate value)

IS/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)

Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD

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

Signature of Contractor with address