



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

e-TENDER DOCUMENT
FOR

**PREPARATION OF REVISED MINING PLAN AND MINE CLOSURE PLAN
OF GIRAL LIGNITE MINE PROJECT, TEHSIL SHEO, DISTRICT BARMER,
RAJASTHAN**

e-Tender No. RSMM/CO/GGM(C)/Cont.-21 /2018-19 Dated 21.11.2018

Issued: On behalf of RSMML

by
Group General Manager (Contracts)

4- Meera Marg, Udaipur-313001 (Raj)

PERIOD OF DOWNLOADING OF TENDER : From 22.11.2018 to 13.12.2018 up to 1:00 PM

LAST DATE OF ONLINE SUBMISSION : 13.12.2018 up to 3:00 PM

DATE OF ONLINE OPENING OF PART-I : 14.12.2018 AT 3:30 PM

Registered Office: C-89-90, Jan path Lal Kothi Scheme, Jaipur -302 015 Phone:0141-2743734 Fax : 0141-2743735	Corporate Office: 4, Meera Marg, Udaipur - 313 001 Phone : 0294-2428763-67, fax 0294-2428768,2428739	SBU & PC – Lignite: Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-302005. Phone No (0141)2227710, 2227938, 2227906, Fax: 141- 2227761
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Cost of tender document Rs. 1180/- (Inclusive GST) Non Transferable & Non Refundable.



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office, 4 – Meera Marg, UDAIPUR – 313004

Phone : 2427177, 2428794, 2428763-67 Fax: (0294) 2428739, 2428770,

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

Ref. no :-RSM/ CO/ GGM(Cont)/Cont-21 / 2018-19

Dated: 21.11.2018

DETAILED NOTICE INVITING e- TENDER

Online tender are invited in electronic form through <http://eproc.rajasthan.gov.in> for following works from reputed Bidders. The brief description of the work is as follows.

Brief description of work	Bid Security	Contract Period
Preparation & submission of Revised Mining Plan & Mine Closure Plan (1.0MTPA), to MoC, obtaining its approval from MoC, GoI, New Delhi, for Giral Lignite Mine (2639.823 hectare), Tehsil: Sheo, Dist: Barmer,	24,000/-	12 (Twelve) Months
Cost of tender document is Rs. 1180/- (Inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSM Ltd." Payable at Udaipur.		
Processing Fee	Rs.500 /- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading the document	From 22.11.2018 to 13.12.2018 up to 1:00 PM	
Last Date & Time of Submission of bid online	Dt. 13.12.2018 up to 3:00 pm	
Opening of Techno-Commercial Bid	Dt. 14.12.2018 at 3:30 pm, Online	

- (i) The tenderer should fulfill following pre-qualifying criteria:
- The tenderer should have minimum turnover of Rs.3.00 Lac in any one of the immediate three preceding financial years i.e. 2015-16, 2016-17 and 2017-18.
 - The tenderer/bidder must be RQP recognised by Ministry of Coal & / or having valid legal tie-up with RQP at the time of submission of bid.
 - RQP should be recognised by Ministry of Coal, GoI, to prepare Mining plans of Coal /Lignite, RQP certificate should be valid for at least next two year from the date of issue of Tender.

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

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 www.rsmm.com, eproc.rajasthan.gov.in and on sppp.raj.nic.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 submission

of techno-commercial part of tender.

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

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

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

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

General Manager (Contracts)

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

Section 1

Definition & Interpretation

- 1.0 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.
- 1.01 **“Contract”** shall mean an agreement between consultant and RSMML for performing the work as defined in the tender document.
- 1.02 **“Completion Period”** means the time permitted for completion of the entire Scope of Work’ and to the complete satisfaction of the RSMML.
- 1.03 **“Contract document”** shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments, modifications to the contract document, or its constituent documents.
- 1.04 **“Contract Rate”/“Schedule Rate /Rate of Remuneration”** means rate entered in figures and words in schedule/s by the Consultant and accepted by the RSMML as payable to the Consultant for preparation of the Revised Mining Plan for the Giral Lignite Mine, Barmer.
- 1.05 **“Consultant (s)”** shall mean the person or persons, firm or company whose tender has been accepted by the RSMML and shall include the consultants legal representatives, his successors, executors, permitted assignees with whom the RSMML shall enter into contract agreement for providing Project Consultancy Services for successful completion of the Scientific/Technical studies as per scope of work.
- 1.06 **“DLOA”** means the letter/ Fax of Acceptance issued by RSMML conveying its acceptance of bid to successful bidder.
- 1.07 **“Effective Date”** means the date of Issuance of Letter of Acceptance (LOA) .
- 1.08 **“Group General Manager (Lignite)”** shall mean the Group General Manager (GGM - L) of SBU and PC-Lignite of RSMML or his successor in office.
- 1.09 **“Managing Director”** shall mean the Managing Director of RSMML or his successor in the office as designated by the company.
- 1.10 **“Mineral Consession Rules”**Shale meanthe rules made by the Central Gov. in exercise of the power conferred by section 13 of MMDR Act,1957(67 of 1957) These rules are called here MineralConsession Rules.
- 1.11 **“Mines And Minerals (Development And Regulation) Act, 1957”** shall mean an Act to provide for the regulation of mines and the development of minerals under the control of the Union. Be it enacted by Parliament in the Eighth Year of the Republic of India.
- 1.12 **“MoC”** shall mean Ministry of Coal agency in the administrative structure of the Central Government for Coal Mining.
- 1.13 **“MoEF & CC”** shall mean Ministry of Environment, Forests & Climate Change (MoEF & CC) which is the nodal agency in the administrative structure of the Central Government for the planning, promotion, co-ordination and overseeing the implementation of India's environmental and forestry policies and programmes.

- 1.14 “Officer-in-Charge”** shall mean the individual so designated in writing by the RSMML to Consultant to be the RSMML’s authorised representative to make day to day decisions. For the purpose of this contract all communications addressed to the RSMML’s representative and delivered shall be deemed to have been received by the RSMML.
- 1.15 “Project Manager”** shall mean the individual so designated in writing by Consultant to RSMML to be the Consultant representative and authorised to make day to day decisions. For the purpose of this Contract all communications addressed and delivered to the Project Manager shall be deemed to have been received by Consultant.
- 1.16 “Project Site(s)”** means the area of Giral Lignite mine area, adjoining areas and any other area required to be covered for execution of this assignment.
- 1.17 “RSMML/RSMML”** means Rajasthan State Mines & Minerals Limited having its registered office at 89-90, Jan path, Lal Kothi, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur, Rajasthan.
- 1.18 “Specification”** means and shall include the details, designs, drawings, statements of technical data equipment characteristics physical or chemical properties and all such particulars and documents mentioned in the tender document.
- 1.19 “Tender/Bid”** shall mean the tender / bid submitted by the tenderer /bidder for consideration & acceptance by the Company.
- 1.20 “Tenderer/Bidder”** shall mean the person, Firm/Company/Corporation submitting a tender/bid against the Invitation for Tender/Bid and shall include his/its/their heirs, executors, administrators, legal representatives, successors etc.
- 1.21 “UNFC Code”** shall mean classification of a mineral deposit having the three dimensional system with the following three axes: Geological Assessment, Feasibility Assessment and Economic viability.
- 1.23 “Work”** shall mean all activities required for the completion of the Revised Mining Plan, Mine Closure Plan and its approval from Ministry of Coal, GoI New Delhi with reference to the scope of work and the obligation to be undertaken by the consultant to this contract.

Section 2

2.1 Instructions to Tenderer

- 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, Bid security 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), Corporate Office at 4, Meera Marg, Udaipur, Rajasthan. 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 online 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 Consultant 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 Consultant 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

2.2 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.

2.3 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.

2.4 E-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge of 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

- 2.5 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

- 2.6 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

- 2.7 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.
- 2.8 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.
- 2.9 Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 2.10 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.
- 2.11 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

- 2.12 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.
- 2.13 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.

- 2.14 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

- 2.15 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.
- 2.16 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

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

SUBMISSION OF TENDERS

- 2.18 The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” should contain the followings:

1	Form 1	Letter for submission of Tender
2	Form 2	General information & Document submitted by tenderer, including PAN & GST number
3	Form 3	Details of Experience, if any
4	Form 4	Details of Turnover & Bank Details
5	Form 5	Exceptions & Deviations
6	Form 6	Performa for Price Bid
7	Annexure-A	Under taking on Non Judicial Stamp as per annexure A of tender document
8	Annexure-B	Performa of Bank Guarantee bond for Security
9	Annexure-C	Code of integrity and no conflict of interest
10	Annexure-D	Declaration by the Bidder regarding qualifications
11	Annexure-E	Grievance redressal during procurement process.
12	Annexure-F	Memorandum of appeal under the Rajasthan Transparency in Public Procurement act, 2012
13	Power of Attorney in favour of the authorised representative signing the tender	
14	In case of Joint Venture, the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture for participation in this bid.	
15	In case the bidder is having valid legal tie-up with RQP, undertaking and assurance of RQP shall be provided that RQP shall take up and complete the work in case of award of Contract to the bidder.	

2.19 Tenderer must upload 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. A 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 authorised 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.

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

- (a) The 'Price Bid' shall be submitted online in the prescribed format of BOQ available on www.eproc.rajasthan.gov.in. Failing which the bid will be rejected It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-6, 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.
- (d) The rates of remuneration to be quoted by the tenderer in form –6 of price bid as per BOQ should be including all duties and levies except GST and shall be firm & fixed for entire contractual period.

DEADLINE FOR SUBMISSION OF BIDS

2.21 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

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

OPENING OF THE TENDER

2.23 The Techno-Commercial Bid of the offer will be opened as per NIT . 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

2.24 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-5. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY

2.25 The tenderer must pay bid Security as per DNIT in the form of crossed demand draft (having validity of three month) in favour of “RSMML” and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected. No interest shall be paid by the company on the Bid security so deposited by the tenderer. The Bid security 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 bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The bid Security 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.

2.24 The bid Security 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 successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iii If the successful bidder 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 alongwith the tender or thereafter.
- v If the successful bidder fails to commence to work within the stipulated period.

VALIDITY

2.26 Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the said period of 120 days 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 Bid security 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

2.27 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- i) Meets the eligibility criteria.
- ii) Has been properly signed;
- iii) Is accompanied by the required securities; and
- iv) Is substantially responsive to the requirements of the Bidding documents.

- 2.28 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specification of the Bidding 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

- 2.29 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of 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.
- 2.30 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 2.31 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 2.32 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

PROCESS TO BE CONFIDENTIAL

- 2.33 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.
- 2.34 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

- 2.35 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")
- 2.36 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.

SIGNING OF THE CONTRACT AGREEMENT

- 2.37 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the successful tenderer/consultant.
- 2.38 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.

RIGHTS OF COMPANY

- 2.39 The Company reserves the right –
- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.
 - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii) Not to carry out any part of work.
 - iv) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.
 - v) Any canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable to rejection.
- 2.40 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

- 2.41 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 Consultant'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 Bid security /Security Deposit .

CODE OF INTEGRITY & CONFLICT OF INTEREST

- 2.42 Any person participating in the tendering process shall be subject to code of integrity and shall disclose conflict of interest, as defined in rule 80 and should not have a conflict of interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013. Appropriate actions against such bidder in accordance with section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified. Bidder shall be required to provide a declaration under

Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 in support of their qualification, as per annexure given in the tender document.

APPEALS

- 2.43 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.

DECLARTIONS TO BE MADE & SUBMITTED BY THE BIDDER

- 2.44 The following specific declarations/ undertakings/ affidavits are required to be made and submitted by the tenderer/bidder in the respective formats which are described at the end in this document as Forms-1 to 6. These are to be provided in appropriate manner on letter heads/ appropriate stamp paper as mentioned in respective formats. The affidavits/declarations on stamp/ letter heads are required to be submitted in original and scan copy of same should be uploaded online in the bid.
- 1 Form 1 : Letter for submission of tender
 - 2 Form 2 : General information about the tenderer including PAN & GST
 - 3 Form 4 : Turnover & Bank Details
 - 4 Form 5 : Exceptions & Deviations
 - 5 Form 6 : Price Offer (Blank). The Rate should be quoted through BOQ and submitted online as per e-tendering process.
 - 6 Annexure-A: Undertaking as per tender format
 - 7 Annexure-B under The Rajasthan Transparency in Public Procurement Rules, 2013 i.e Declaration by the Bidder regarding Qualifications
 - 8 Power of Attorney in favour of the authorised representative signing the tender
 - 9 In case of Joint Venture, the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture for participation in this bid.

2.45 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,

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

SECTION 3

General Conditions of Contract

Interpretation of contract document:

- 3.01 Except 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.
- 3.02 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to the Engineer In- charge whose decision shall be final and binding.
- 3.03 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 (SD):

- 3.04 The successful tenderer shall furnish a Security Deposit (SD) minimum of **Rs. 60,000/- (Rupees Sixty Thousand Only)** or 5% of the contract value as worked out by the awarded contract rate, with **whichever is higher**.
- 3.05 The total contract value will be calculated on the basis of contract rate of remuneration payable to the consultant for the awarded work of total contract period.
- 3.06 The successful tenderer shall furnished a security deposit as above through Demand Draft /Banker's Cheque /Bank Guarantee/e-Payment in favour of RSMML, Jaipur within 30 (Thirty) days of the issuance of such communication of acceptance of tender/letter of acceptance but before the release monthly payment of first running bill, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only on the approved format of the company issued by all public sector banks (Except SBI), ICICI Bank, HDFC Bank and AXIS Bank having its branch at Jaipur on Non-Judicial Stamp Paper of 0.25% of BG value subject to maximum of 25,000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee /Security in any other mode shall be valid for the entire contract and / or extended period, if any, plus a grace period of six months. The Company shall 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.
- 3.07 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Consultant 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 Consultant and the Consultant has rendered. "No claim and No dues Certificate" to the Company.
- 3.08 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Consultant either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or premature

- termination of the contract due to default of the consultant, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Consultant.
- 3.09 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.
- 3.10 All compensation or other sums of money payable by the Consultant 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 Consultant from the company on any account and in the event of the such amount being insufficient the Consultant 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.
- 3.11 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 Consultant. The Consultant shall pay to the company on demand any balance remaining due.
- 3.12 In case the Bank Guarantee is invoked for any reason/s, the Consultant 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 (Thirty) days from the date of invoking of original Bank Guarantee.
- 3.13 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Consultant 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.
- 3.14 No interest is payable on S.D. amount.
- 3.15 In case of enhancement of quantum of work, due to any reason, the consultant shall furnish additional security amount. This security amount will be progressively recovered from the payment due to the consultant.

Consultant to be Liable for all Payments to his Workers / Employees:

- 3.16 The consultant 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.

The consultant 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.

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

Goods & Service Taxes:

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

Waiver and Liability to pay Compensation:

- 3.23 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 be the Consultant, the consultant shall be liable to pay compensation amount to the Company, the consultant shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Consultant for past and future compensation shall remain unaffected.

3.24 Company not Liable to pay Compensation:

The Consultant 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 Consultant.

3.25 No Claim if work is Abandoned or Postponed:

The Consultant will 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 Consultant.

No Compensation for Alteration in or Restriction of work:

3.26 If 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 consultant, 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 specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Insurance:

3.27 Under the insurance scheme the consultant shall be required to get comprehensive insurance plan, Universal Health 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. The management on this account shall reimburse no amount.

Discrepancies between Instructions:

3.28 Should any discrepancy occur between the various instructions furnished to the Consultant, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Consultant's staff, the Consultant 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:

- 3.29 The Consultant and/or his sub-consultant and their employees, at Consultant's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Consultant the same shall be enforced by the Engineer-in-Charge at the Consultant's expenses.
- 3.30 The Consultant shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 3.31 The Consultant shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 3.32 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Consultant shall provide toilets for the use of the employees at the work site at his cost.
- 3.33 First aid facilities and supplies as required by the rules for the time being in force or to come in force in near future shall be kept on the work site by the Consultant at his cost. The Consultant at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with it.

Company may do part of work:

- 3.34 Upon failure of the consultant which includes sub-consultant/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, or also engages another Consultant to carry out the work at the risk and cost of the Consultant. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Consultant, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Consultant shall be bound by such decision of the Company.

Power to order Suspension of work:

- 3.35 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the consultant 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 Consultant 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 Consultant. The Consultant shall not be entitled for any extra payment in case of such suspension. The

Consultant without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. If the Consultant is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the consultant if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider making some adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the consultant.

Change in Constitution:

- 3.36 The Consultant shall inform the Company before any change is made in the constitution of the Firm/ Company or induction or retirement of any of the partners/ directors at the earliest.

Compliance in respect of various Acts:

- 3.37 The consultant 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 as applicable to this work .Non-compliance of the provisions/ stipulations of the those Acts and rules made there will render the Consultant liable to payment of necessary compensation/penalty, as deemed fit by the Company.

Compensation and Liability:

- 3.38 The consultant at his cost shall affect insurance for all the consultant's employees and persons engaged in the performance of the contract. If any of the work is sublet the consultant shall require the sub-consultant to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Consultant's insurance.
- 3.39 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 consultant, 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 Consultant shall be bound by such decision of the Engineer-in-Charge.
- 3.40 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 consultant or any of his sub-consultant or third party etc and the Consultant 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.

Force Majeure:

- 3.41 Neither the Consultant nor the RSMM shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety , 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, 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. 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.

Service of Notice on Consultant:

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

Termination:

- 3.43 If the Consultant 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 provisions of the contract, it shall be open to the Company in its option, by written notice to the consultant: -
- (a) 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 consultant 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 Consultant and the consultant 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 Consultant or any part thereof and complete the same through any other agency at the risk and cost of the consultant and the contract, 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.
- 3.44 Before determining the contract, as aforesaid, and provided that, in the judgment of the company, the default or defaults committed by the consultant is or are curable or may be cured by the Consultant if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Consultant to cure the default within such time as may be specified in the notice.
- 3.45 In the event of the Company proceeding in the manner herein above prescribed:-
- (a) The whole of the Security Deposit furnished by the Consultant or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Consultant, 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, equipments, machinery tools and tackles belonging to the consultant, as may be deployed / used for the work.
- (b) The money that may have become due to the Consultant 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 fully workmanship in respect of such work shall, under the contract rest exclusively with the Consultant and shall be subject to deduction of all amounts due from the Company to the Consultant, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 3.46 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the consultant 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 Consultant.
- 3.47 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

Dispute, Jurisdiction:

- 3.48 The place of the contract shall be Jaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the MD RSMML shall be final and binding.
- 3.49 No courts other than the courts located at Jaipur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 3.50 The consultant shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION-4

Special Conditions of Contract (SCC)

4.0 Applicability:

These terms and conditions are in addition to the General terms and conditions specified in earlier Sections of this tender document. These special terms and 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:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, and Lignite etc.

4.1 Location and Accessibility of Site:

The **Giral Lignite Mine Project**, proposed for Preparation of Revised Mining Plan, Mine Closure Plan (1.0MTPA), is located at a distance of about 43 K.m. NW of Barmer Town, Tehsil- Sheo, District, Rajasthan. The area is located between Latitude N-26°01'24''-26°05'16''LongitudeE-71°13'47''-71°16'43'' and can be located on Survey of India Toposheet No.40 N/4 and 40 N/8.

Barmer railway station is the nearest railway station. The Nearest Railway Station is Barmer lying on Jodhpur – Munabao BG section of N-W Railwav. (43km) and the nearest airport is at Jaisalmer at a distance of about 155 Km from the site.

4.2 Pre-qualification criteria

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

- (i) The tenderer should have minimum turnover of Rs.3.00 Lac in any one of the immediate three preceding financial years i.e. 2015-16, 2016-17 and 2017-18.
- (ii) The tenderer/bidder must be RQP recognised by Ministry of Coal & / or having valid legal tie-up with RQP at the time of submission of bid.
- (iii) RQP should be recognised by Ministry of Coal, GoI, to prepare Mining plans of Coal /Lignite, RQP certificate should be valid for at least next two year from the date of issue of Tender.

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

The company reserves the right to accept or reject or cancel any or all tenders without assigning any reason whatsoever. The company also does not bind itself to accept the lowest price offer. The company shall not be responsible for any postal or loss of offer. Offers furnished through Fax/E-Mail/ Telegram etc. shall not be considered. The RSMML will not entertain any claim on account of late receipt/postal delay /non-receipt of tenders.

4.3 **Criteria for Deciding Lowest Tenderer:**

The price bids/BOQ of the techno-commercially acceptable tenderers will be evaluated to deciding the lowest tenderer (L-1) on the basis of the lowest quoted rate offered for the total contract work in BOQ/form-6 as per price Format.

4.4 **Price Negotiation**

- i. Negotiations if required 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.
- ii. 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.
- iii. 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.

4.5 **SCOPE OF WORK:**

Preparation of Revised Mining Plan, Mine Closure Plan (1.0MTPA) as per guidelines of MoC, GoI, its submission & Presentation and obtaining approval from MoC, GoI, New Delhi. for **Giral Lignite Mine** (2639.823 hectare), Tehsil: Sheo, Dist: Barmer, The time schedule of work shall be as under:-

S. No.	Work	Tentative Time Schedule from date of DLOA	Payment Schedule on completion at different stages
1	Preparation and submission of Revised Mining Plan, Mine Closure Plan to MoC, GoI.	With in Six months	20%
2	Presentation of Revised Mining Plan, Mine Closure Plan to MoC, GoI.	On the date prescribed by MoC	20%
3	Fulfillment of scrutiny points and re-submission of Revised Mining Plan and Mine closure Plan to MoC, GoI	09 months or within the scheduled time frame given by MoC , whichever is earlier	20%
4	Obtaining Approval of Revised Mining Plan & Mine Closure Plan from MoC, GoI.	Tentatively Twelve(12) months	40%
Note: any delay on account of late communication from Ministry of Coal, GoI may be considered by the Company on the request of the Consultant and prescribed time periods mentioned above shall be modified.			

Note: the requisite number of Reports & Documents as prepared by the Consultant shall be provided for submission at various Government Departments at different stages, for which, no additional remuneration shall be paid.

4.6 PERIOD OF CONTRACT, MOBILISATION & COMMENCEMENT OF WORK:

4.6.1 The period of contract shall be **Twelve (12) months** from the date of issuance of Letter of Acceptance (LOA). In the event of the award of the contract, the consultant shall have to commence the work immediately within 21 days from the date of issue of Letter of Acceptance (LOA). Consultant shall have to mobilize their equipments/ manpower/resources for commencement of work within 21 days from the date of acceptance of its offer

4.6.2 In exceptional circumstances & at its sole discretion, the company may extend the mobilization period if so requested by the consultant. In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to withdraw the letter of Acceptance and forfeit the Bid Security Money deposit (EMD).

4.7 Compensation for Delay in Commencement & Completion of work:

For Delay in Commencement

Compensation @ 0.5% of the total contract value on weekly basis with maximum up to 5% of the contract value may be levied in case; Consultant fails to commence the work within scheduled period, of issuance of LOA/DLOA. If the delay is on the account of consultant is more than 10 weeks then the company may withdraw the letter of acceptance and forfeit the Bid Security Money & /or security deposit (SD) also.

For Delay in Completion of work

In case of failure to complete the work up to S.No 1 of clause 4.07 as per given tentative time schedule from the date of DLOA in totality then the company shall have absolute discretion to levy predetermined compensation @ 1% of the total contract value on weekly basis with maximum up to 10% of the contract value, if the delay in completion of work is on the account of consultant is more than 10 weeks then the company may also forfeit the security deposit (SD).

4.8 Right to review Performance:

4.8.1 The Company reserves its rights to review and assess performance of 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 right and discretion may take appropriate action including termination of the contract.

4.8.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the consultant from the security deposit or any sum due to the consultant from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the consultant, in case, the consultant fails to perform the work.

4.9 **Consultant's Remuneration:**

- 4.9.1 The consultant, in view of the services rendered for the work under scope of work and in view of terms and conditions mentioned herein shall be entitled to get remuneration. Accepted rate shall be considered as the rate of remuneration to the consultant.
- 4.9.2 The schedule of rates or contract rate or rate of remuneration shall include an indemnity to the company which the consultant hereby gives against all actions, proceedings, claims, damages, costs & expenses arising from the incorporation in or use on the works of any such articles/processes or materials, equipment or machinery to be brought to the site for use on work, shall borne by the consultant.
- 4.9.3 Without in any way limiting the provisions of the proceeding ,sub clause, the schedule of rates or rate of remuneration shall be deemed to include & cover the cost of all inputs for the works or otherwise, also all rents,& other payments for the works, all equipments, temporary works, materials, labour, insurance, fuel, stores & appliances to be supplied /deployed by the consultant & all other matters in connection with each item in the schedule of work & the execution of the work or any portion thereof finished complete in every respect & maintained as shown or described in the contract documents.
- 4.9.4 The rate of remuneration shall be deemed to include & cover the risk of all possibilities of delay & interference with the consultant's conduct of which occur from any cause including orders of the company in the exercise of his/its powers & on account of extension of time granted due to varies reasons & for all other possible or probable cause of delay/s in execution of this work by the consultant. The consultant shall not be entitled to raise any claims &/ or dispute on account of any rise in the price of stationery, equipment/s, spares, statutory or otherwise on any ground or reason or account of whatsoever.

4.10 **Terms of Payment (Billing):**

- 4.10.1 Remuneration is to be paid by the company to the consultant as per schedule given at clause 4.07 after submission of requisite security deposit.
- 4.10.2 For payment purpose the consultant shall raise the bills on completed work, to receive its remuneration from the office of the GGM (Lignite), Khanij Bhawan, Jaipur & the bills shall be duly verified by the concerned Officer In-charge in respect of the work that it is being/has been carried out as per terms & conditions of the contract.
The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period."
- 4.10.3 The rate as accepted by the company & governed as per the LOA/DLOA alone shall be considered for billing purpose. The company shall be deducting applicable taxes as prevailing, from the bills of the consultant.
- 4.10.4 Payment of the bills shall ordinarily be released within 15(fifteen) days from the date of receipt of bill at SBU-PC (Lignite) office Jaipur.

4.11 Escalation/De-Escalation:

The consultancy remuneration rate will remain firm & fixed during contract period; and no escalation will be considered on account of any changes by Ministry of Coal, Government of India, in process / methodology for approval of Revised Mining Plan, Mine Closure Plan through any notification, office memorandum, guidelines, circulars etc; after submission of offers.

4.12 Running Account Payments to be regarded as an Advance:

4.12.1 All running account payments (progressive payments) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed.

4.12.2 The final bill shall be submitted by the consultant within 75 (Seventy Five) days from the date of his request for the completion certificate of the work, otherwise the Officer/Engineer-in-Charge's recommendation for total amount payable shall be final and binding on the Consultant.

4.13 Receipt of Payment:

Receipt of payment made must be signed by a person authorized holding power of attorney in this respect on behalf of the consultant.

4.14 Closing of the Contract:

Within 75 (Seventy-five) days of the completion of the work in all respects, as defined in the contract document, the Consultant shall be required to obtain completion certificates as to the completion of work from RSMML.

4.15 Application for Completion Certificate:

4.15.1 When the Consultant fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application 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) Consultant shall submit the No claim in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- (ii) Indemnification Bond of appropriate value on Non-Judicial stamp paper.
- (iii) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the consultant or his sub-consultant.
- (iv) Certificate of satisfactory execution of the contract from the Engineer-In-Charge.

4.15.2 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Consultant, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Consultant by the Company or any statutory authority from time to time.

4.15.3 The consultant, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him/it under the contract. The final bill

shall be submitted by the consultant within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the consultant.

4.16 Final payment and Release:

- 4.16.1 On completion of the work and issuance of completion certificate, the consultant shall submit his / its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise, makeover to the contract as his final payment subject to the Consultant furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.
- 4.16.2 All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final bill.
- 4.16.3 No claim shall be made or be filed by the consultant and the company shall not be liable to pay any money to the consultant, except as specially provided for in the contract. Acceptance by the consultant of the final payment as aforesaid shall operate as estoppels and shall be, a release to the Company from all claims and liability to the consultant in respect of anything done or furnished by the consultant for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-charge or any other person relating to or effecting the work.
- 4.16.4 Final payment including the security deposit will be released to the consultant on completion of work and after obtaining the approved Revised Mining Plan & Closure Plan from MoC.

4.17 Obligation of RSMML:

RSMML will provide Geological/Exploration/Analysis data, Copy of earlier approved Revised Mining Plan, and other relevant reports of technical studies, and latest surface Plan/Working Plan, & drawings.

Reports are available with RSMML. In case consultant requires any data relating to aforesaid studies the same shall be provided for reference and guidance.

4.18 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 me/us.

Date:
Place:

For and on behalf of the tenderer
(Signature of tenderer with seal)

(On the letterhead of the tenderer)
LETTER OF SUBMISSION OF TENDER

FROM,**DATE:**

M/s _____

To,

The Group General Manager (Contract),
 RSMML Corporate office, 4 Meera Marg Udaipur

Sub: Tender for Preparation & submission of Revised Mining Plan, Mine Closure Plan (1.0MTPA) & Presentation to MoC, approval from MoC, GoI, New Delhi. for **Giral Lignite Mine (2639.823 hectare), Tehsil: Sheo, Dist: Barmer, (Rajasthan).**

Ref: e-Tender No. RSMM/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby-tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same.
 2. I/We agree to execute the contract according to the specified period/time schedule, at the schedule rate quoted by me/us for the work in accordance with all the terms & conditions of the tender document. It is expressly understood by me /us that the time is the essence of the contract.
 3. I shall pay the compensation to the company in case of failure on my/our part as per the provision stipulation contained in the terms & conditions of the tender document.
 4. I/We have deposited Bid Security Money (as per NIT) in the form of crossed Demand Draft in favour 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.
- | DD 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 Bid Security Money amount as mentioned in NIT and/or security deposit, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents. The company shall also be at liberty to withdraw & cancel the notice of acceptance of tender(LOA)including forfeiture of the Bid Security Money amount as deposited with bid &/or security deposit as mentioned under clause 4 if the consultant fails to complete the following: <tr> <td colspan="4">a) Furnishing of security deposit within the overall period of 30 days from the date of issuance of DLOA &</td> </tr> <tr> <td colspan="4">b) Execution of agreement within stipulated time period from the date of issuance of DLOA.</td> </tr> | | | | a) Furnishing of security deposit within the overall period of 30 days from the date of issuance of DLOA & | | | | b) Execution of agreement within stipulated time period from the date of issuance of DLOA. | | | |
| a) Furnishing of security deposit within the overall period of 30 days from the date of issuance of DLOA & | | | | | | | | | | | |
| b) Execution of agreement within stipulated time period from the date of issuance of DLOA. | | | | | | | | | | | |
6. I/We enclose documentary proof of requisite document as specified in the tender document.
 7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
 8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulations.
 9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
 10. I/We hereby declare that the decision of RSMML management in selection/rejection of the tender shall be acceptable and binding on me/us.

Date, the _____ day of, _____

201.....

Signature of tenderer(s) with the seal**Witness****Name & address in Block Letters: _____**

(On the letterhead of the tenderer)

GENERAL INFORMATION ABOUT THE TENDERER

Tender No. e-Tender No. RSMM/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018:

Name of Tenderer

1.0	Name & address of tenderer with Telephone no., Mobile No., Fax No. etc.
2.0	Status of tenderer : Individual/Proprietorship Firm/Partnership Firm/ Limited Company (Attach duly attested documents in support of your status)
3.0	(a) In case of Proprietorship Firm; Attested Certificate of registration of your establishment (b) In case of Partnership Firm; Attested Certificate of registration of your establishment if registered & partnership dead (c) In case of Limited Company; Attested copy of certificate of your incorporation/ memorandum and articles of association, lists of directors, bye laws etc.
4.0	Power of Attorney in favour of the authorized representative signing the tender, as required.
5.0	One complete tender document as issued by company duly filed in signed & stamped on each page by the tenderer /authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of acceptance of the terms & conditions of this tender.
6.0	Bid Security Money Deposit (EMD) in the manner specified in NIT.
7.0	A copy of PAN (INCOME TAX) Number
8.0	A copy of GST Registration Number
9.0	Undertaking that no condition is mentioned in Part –II "Price Bid"& confirmation to the effect that the price quoted in Part-II "Price Bid" of the tender will remain firm. During contract period. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
10.0	Attested copy of Audited Balance Sheet, Profit& Loss Account for the last three Financial Years i.e. . 2015-16, 2016-17 and 2017-18in support of the turnover by the tenderer.
11.0	Information regarding details of work of similar type & value carried out in the past years by the tendered in Form-3
12.0	Turnover for last three financial years Form-4
13.0	Exceptions & Deviations statement by the tendered in Form-5
14.0	Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case/litigation is pending against it with the company & other companies in relation to the contractual works. Annexure-A
15.0	The tenderer /bidder would give a declaration on their letter head that they have not been banned / suspended or de-listed by RSMML.
16.0	Declaration whether you are covered under MSMED Act or not, if yes, then give

	your registration number alongwith copy of the same.
17.0	Undertaking as per annexure A of tender document.
18.0	Proforma of guarantee bond for security deposit Annexure-B
19.0	Documents in support of Recognition (RQP) of MoC, GoI for the preparation of Revised Mining Plan of Coal/Lignite.
20.0	Code of integrity and no conflict of interest Annexure-C
21.0	Declaration by the bidder regarding qualifications Annexure- D
22.0	Grievance redressal during procurement process Annexure- E
23.0	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 Annexure-F

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

Date: -----

Place: -----

(On the letterhead of the tenderer)

DETAILS OF EXPERIENCE, if any

Tender No. e-Tender No. RSMM/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018:

NAME OF TENDERER:

Tenderer will give information of the similar work done during immediate 03 preceding years as per the Proforma given below:

Work order No.	Full particulars of similar work carried out by the tenderer	Period	Value of contract (break up during immediate three preceding years)	Number of projects taken up during immediate three preceding years	completion time (months)	Penalty or liquidated damages Paid (if any)
1	2	3	4	5	6	7

It is certified that the above information is correct.

Date:
Place:

Signature of tenderer(s)
with the Seal

(On the letterhead of the tenderer)

DETAILS OF TURNOVER & Bank Details**TURNOVER FOR LAST 03 FINANCIAL YEARS**

Tender No e-Tender No. RSMM/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018:

NAME OF TENDERER:
.....

Financial Year	2015-16	2016-17	2017-18
Turn over (in Lac Rs.)			

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

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

Place:**Date:****NOTE:**

Enclose copies of audited balance sheets, profit & loss account statement & other documents in support of above.

**Signature of tenderer/ (s)
with the seal**

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATIONS

Tender No. e-Tender No. RSMM/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018:

Name of Tenderer.....

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

No.	Page No of tender document	Clause No of tender document	Subject	Deviations

**Signature of Tenderer(s)
with the seal**

Place:

Date:

**PROFORMA FOR 'PRICE BID
(To be submitted strictly Online in BOQ)**

1. Tender No. e-Tender No. RSMM/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018:
 2. Name of Tenderer:
 3. Price Bid for

DESCRIPTION OF WORK	Total Rate (in Rs)	
	(In Figure)	(In Words)
Preparation of Revised Mining Plan & Mine Closure Plan (1.0MTPA) submission & Presentation to MoC, obtaining approval from MoC, GoI, New Delhi. for Giral Lignite Mine (2639.823 hectare), Tehsil: Sheo, Dist: Barmer. with details as given in Scope of Work etc.	<i>Should be quoted online in BOQ and should not be indicated here</i>	<i>Should be quoted online in BOQ and should not be indicated here</i>

NOTE:

1. The Tenderer must enter the Unit Rate **only in the BOQ which is to be filled online. The rate should not be indicated here.**
2. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other Levis and duties, as applicable on this contract (up to last date of submission of bid) and shall be firm & fixed for entire contractual period.
3. No condition should be attached to the Price offer.

**Signature of Tenderer(s)
With Seal**

Date: -----

Place: -----

UNDERTAKING

(On Non Judicial Stamp Paper worth Rs.50/-)

Tender No. e-Tender No. RSMML/CO /GGM(C)/ Cont-21 /2018-19 dated: 21.11.2018:

Name of Tenderer.....

IS/o Shriage.....years, resident of.....on behalf of tenderer i.e. M/s.....(name of tenderer),hereby undertake oath & state as under:

It is undertaken that

- (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 declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (3) 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 &
- (4) As Applicable: That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
OR
We are not registered under MSMED Act.
- (5) 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.
- (6) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (7) "I/we hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us."

Signature of Tenderer(s) with the Seal

Date: -----

Place: -----

ANNEXURE-‘B’

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public sector banks (Except SBI Bank) ICICI Bank /HDFC Bank /Axis Bank, having its Branch office at Jaipur on non-judicial stamp paper of value 0.25% of BG Value subject to maximum of Rs. 25000 or as per stamp duty act prevailing on the date of issuance of BG)

B.G _____

Dated _____

This Deed of Guarantee made between _____ a Public sector bank, ICICI Bank /HDFC Bank /Axis 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 Consultant) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of the Consultant and agreement dated _____ entered into between RSMML and M/s. _____(Consultant), 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 Consultant to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said consultant 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 Consultant or any other person and irrespective of the fact whether any dispute is pending between the Company and the Consultant 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 consultant of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said consultant’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 consultant 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 Consultant 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 Consultant 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 consultant.

Any letter of demand delivered at the bank's above branch/divisional office or Jaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - lignite 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 Consultant 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 Consultant 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 consultant or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Consultant 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 consultant or ourselves or liquidation or winding up or dissolution or insolvency of the consultant 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 consultant and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____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....

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 subConsultant, 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;

Signature of bidder

Date
Place

Name:

Designation:

Address:

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS.

The designation and address of the First Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
Jaipur

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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. ofBefore 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 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.