



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

**e-TENDER DOCUMENT**

**FOR**

**“To carry out Energy audit at IBP Plant of Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)”**

**E-Tender No. RSMM/CO/GGM (Cont)/Cont-23/19-20 Dated 24.09.2019**

*Issued by:*

**General Manager (Contracts),  
Corporate Office, RSMML, Udaipur – 313001**

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

**Date of downloading of Tender: From 24.09.2019 to 17.10.2019 up to 1.00 pm**

**Last Date of Online Submission of Tender: 17.10.2019 up to 3:00 PM**

**Date of Opening of Techno-commercial Part (Part I): 18.10.2019 at 3:30 PM**

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

**Corporate Office:**  
4, Meera Marg, Udaipur -313001  
Phone: (0294) 2428763-67,  
Fax: (0294) 2428768,2428739

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



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001 ,  
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739

Email:- [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)

**Ref. no :-RSM/CO / GM(Cont)/Cont-23/19-20**

**Dated: 24.09.2019**

**NOTICE INVITING TENDER**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:-

| Brief Description of work  | Period of contract  | Earnest Money (Rs.) |
|--|---|---------------------|
| To carry out Energy audit at IBP Plant of Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)  | 3 Months  | 29900/-             |
| Cost of tender document is Rs. 590/- (Inclusive of GST) by cash/Demand Draft/Pay Order/Banker’s Cheque, in favour of “RSMML Ltd.” Payable at Udaipur |   |                     |
| Processing Fee   | Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur |                     |
| Period of downloading of documents   | From 24.09.2019 to 17.10.2019 up to 1.00 pm                     |                     |
| Last Date & Time of online Submission of offer   | 17.10.2019 up to 3.00pm,  |                     |
| Date of opening of Techno Commercial offer   | 18.10.2019 at 3:30 pm, at C.O. Udaipur                          |                     |

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

- Tenderer should have minimum turnover of Rs. 3.74 Lac in any one of the last three preceding financial years i.e. 2016-17, 2017-18 & 2018-19 in tenderers name.
- Tenderer should be Accredited Energy Auditor of Bureau of Energy Efficiency and should have conducted atleast one energy audit of any industry with minimum contract demand of 5000 KVA.

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

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

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

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 -II**  
**DEFINITIONS, INTERPRETATIONS**

**1.0 DEFINITIONS:**

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

- 1.1 **"Alteration / Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.2 **"Approved"** shall mean approval in writing by the Company / Engineer-In-Charge / Officer-in-Charge.
- 1.3 **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
- 1.4 **"RSMML" or "COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.5 **"Contract Document"** shall mean collectively tender documents, telex / letter of acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.
- 1.6 **"Contractor"** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his / its / their legal representatives, administrators, successors, executors and permitted assignee.
- 1.7 **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of acceptance / telegram awarding the work, alteration / variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.8 **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.9 **"Contract Rate" or "Schedule Rate" or "Tendered Rates" or "Rate of Remuneration"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution / performance of all contractual obligations as per terms of the contract.
- 1.10 **"Commencement of work"** shall be reckoned from the date of issue of letter of acceptance excluding the stipulated mobilization period.
- 1.11 **"Officer-In-Charge" or "Engineer-In-Charge"** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.12 **"Managing Director"** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.13 **"Head of the SBU & PC- Rock Phosphate" or "Group General Manager" or "GGM (PHOS)"** shall mean Group General Manager for the SBU & PC – Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.14 **"Mines Manager"** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.
- 1.15 **"Mines"** shall mean Jhamarkotra Rock Phosphate Mines & Kanpur Group of Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 1.16 **"Letter of Acceptance"** shall mean intimation by a letter / telegram to Contractor that his / its tender has been accepted, in accordance with the provision contained in the letter / telegram / telex.

- 1.17 “**Notice**” or “**Notice in writing**” or “**written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered / Head / local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.18 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.19 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished / used required to be used / consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified / communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations , regulation codes.
- 1.20 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.21 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

## **2.0 INTERPRETATIONS:**

- 2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC-Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default

or omissions in the observance or performance of any of the acts, matters or things which are herein contained.

2.9 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.

2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

3.0. **Declaration by the Contractor:**

3.1 The contractor do hereby confirm and declare that they have independently inspected existing infrastructure of IBP Plant , Jhamarkotra Mines including other related areas, ascertained and obtained all relevant and necessary information data, particulars existing wage structure / categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, settlement/s with the recognized union for the same and similar nature of work/s, category-wise wage structure and working conditions, facilities etc. at Jhamarkotra Mines.

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

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

SECTION-III  
**INSTRUCTIONS TO THE TENDERER**

**3.1 TENDERERS TO OBTAIN HIS OWN INFORMATION**

- i. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in the tender document are basically for reference & guidance of tenderer. The tenderer are required to satisfy him in all respect, before the submission of offer.
- ii. The tenderer shall be deemed to have examined the tender document, to have his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rate and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer are deemed to know the scope, nature and magnitude of the works and requirement of tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The tenderer, at his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing & entering into a contract with the company in case he is awarded the work. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, labour etc. and all other factors involved in the execution of works.
- iii. The tenderer, if awarded work, shall not be eligible for raising any dispute or claims in case he is hindered in execution of work due to his negligence / omission / error in not collecting the details required for execution of the work.
- iv. The tenderer shall be deemed to have independently inspected the SBU & PC-Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, particulars, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects

**3.2 Instructions to the Tenderer & General Conditions**

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along

with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.

- vi. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

### **3.3 Tender Procedure**

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

### **3.4 Tender Document Fee**

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

### **3.5 e-tendering processing charges**

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



### **ONE BID PER TENDERER**

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

### **COST OF BIDDING**

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

### **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

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

### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- 3.13 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 3.14 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 3.15 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

### **ADDENDA/CORRIGENDA**

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

## CURRENCIES OF THE BID AND PAYMENT

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

## SUBMISSION OF TENDERS

3.19 The tenders shall be submitted online as prescribed above in the tender document. The **“Techno – commercial Bid”** should contain the following:

- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gezatted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iii) Copy of PAN card & Good and Service Tax Registration Number.
- iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- v) Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer
- vi) “Exceptions & Deviations statement” to be submitted by the tenderer in form D of tender document
- vii) Provident Fund Account Number of establishment and its effective date or undertaking as per annexure-B
- viii) Duly filled form A, B,C. and annexure H of tender document.
- ix) Undertaking/affidavit as per annexure C & E given in tender document.

3.19 Tenderer must uploaded the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. 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.

## 3.20 PART-II Price Bid’ (BOQ)

- (a) The ‘Price Bid’ shall be submitted online in the prescribed format. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-4/ BOQ for quoting the price offer. Bids not received in the prescribed format available online at <https://eproc.rajasthan.gov.in> are liable for rejection. In case the bid in any other format was uploaded by the bidder the same is liable to be rejected and will not be considered for evaluation. The BOQ should not be changed or altered or tampered. If the BOQ is tampered, the Bids will be summarily rejected. The Price Offer/Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

## DEADLINE FOR SUBMISSION OF BIDS

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

## **LATE BIDS**

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

## **OPENING OF THE TENDER**

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

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

## **EXCEPTIONS AND DEVIATION**

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

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

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

3.27 The earnest money of a tenderer shall be forfeited in the following cases:-

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

## **VALIDITY**

3.28 Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120days is liable to be rejected. The tenderer on its own shall not during the said period of 120days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

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

## **EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

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

- 3.31 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects 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.
- 3.32 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.33 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.34 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

## **EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1**

- 3.35 The price bid of techno-commercially qualified tenderers will be evaluated to ascertain the lowest bidder. The tenderer with lowest quoted rates in price bid/BOQ. BOQ/Form E/BOQ will be decided as L-1."

## **NEGOTIATIONS**

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

### **CORRECTION OF ERRORS**

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

### **PROCESS TO BE CONFIDENTIAL**

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

### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 3.43 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 3.44 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.

### **3.45 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 under RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement , whichever is less.

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

- 3.46 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 21 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

- 3.47 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**

- 3.48 The Company reserves the right –
- i) to reject any or all the tenders, in part or in full, without assigning any
  - ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
  - iii) to increase / decrease the quantity and period of contract, without any additional obligation on it.
  - iv) not to carry out any part of work.
  - v) to reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter. The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.
- 3.49 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

#### **REFUSAL / FAILURE**

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

## GENERAL CONDITIONS OF CONTRACT

### 4.1 INTERPRETATION OF CONTRACT DOCUMENT

Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-Incharge whose decision shall be final and binding.

In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

### 4.2 SECURITY DEPOSIT

- i) The contractor shall furnish a **Security Deposit @ 10% of the accepted total value** of the contract in the form of Demand Draft/Bank Guarantee, in favour of RSMML, Udaipur within 21 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU (Except SBI)/ICICI/Axis/HDFC Bank having its branch at Udaipur on non –judicial stamp paper of 0.25% of BG value or Rs. 25000/- whichever is higher or as per the prevailing stamp duty act applicable on the date of issuance of BG. No amendment in this format shall be acceptable to the company The Bank Guarantee shall be valid for the entire contract period and/or extended period if any, plus a grace period of six months. The Company shall be entitled to an cash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein.
- ii) The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Due Certificate” to the Company.
- iii) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- iv) If the Contractor or their employees cause any damage or destroy the property belonging to the Company or others during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).
- v) 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.
- vi) All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in

cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- vii) In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at anytime thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- viii) In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- ix) In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forthwith make good the deficit on demand, so that the total amount of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- x) No interest is payable on S.D. amount.
- xi) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recorded from the payment.

#### **4.3 RATES AND TAXES**

- i) The rates quoted by the bidder will be exclusive Good and Service Tax (GST) However the rate will be inclusive of any other levies and duties as applicable on this contract (Up to last date of submission of the bid)
- ii) The rate 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 the rates on what so ever ground.
- iii) Timely deposition of GST and filling of requisite tax returns of relevant 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 bill of contractor or any other amount due to him/or from security deposit, as the case may be.
- iv) In case of reversal of input tax credit (ITC) imposition of penalty on account of payment of GST and default in filling of returns toward 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 bill of contractor or any other amount due to him/or from security deposit, as the case may be.
- v) Further, the contractor shall submit an undertaking with monthly bill bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filled for relevant tax period.

#### **4.4 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to 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.

The company shall fully entitle 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.

#### **4.5 PROVIDENT FUND**

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



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

#### **4.6 RESOURCES, MANPOWER, FACILITIES ETC.**

- I) The contractor will have to bring and deploy requisite instruments, tools, tackles etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.
- II) The contractor shall make its own arrangements at its own cost for facilities like transportation etc, required for satisfactory execution of the contract.

#### **4.7 INCIDENTAL & CONTINGENT WORKS**

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

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

- i) The staff/supervisors etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/ staff/supervisors etc., to be engaged by the contractor for the contracted work.
- ii) The Contractor shall be responsible for the proper conduct and behavior of all the labours/staff/supervisors and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the company or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.
- iii) The contractor shall have to make all payments to the workers/labours/staff etc. engaged by them every month latest by the 7th day of the following month

#### **4.9 MISCELLANEOUS LIABILITIES**

- A) The contractor shall be responsible for making all arrangements at its cost and expenses for : -
  - i) Instruments, Tools & tackles, and any other equipment for accomplishing the work satisfactorily.

- ii) Safety and discipline of the workers/ staff employed.
  - iii) Workmen compensation policy/ appropriate insurance policy as applicable shall be taken
  - iv) Providing protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the workers/ staff etc deployed at work site.
  - v) Minimum wages as made applicable from time to time by Ministry of Labour & Employment, Govt. of India shall have to be paid to the persons engaged by the Contractor against this contract.
- B)** The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure is incurred by the RSMML on the above items that will be recovered from the contractor's bills/security deposit.
- C)** The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

#### **4.10 ASSIGNMENT & ADDITIONAL CONTRACTS**

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

#### **8.0 RECORDS, REGISTERS, ETC.**

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

#### **4.11 STATUTORY OBLIGATIONS**

- i. The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body. The contractor shall be responsible for payment of any and all contributions, duties, levies and taxes payable now or hereinafter to be imposed by Central or State Government for execution of work under the contract.
- ii. The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- iii. The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.
- iv. If due to the failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms & conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risk etc., shall be recovered immediately from the bills/security deposit etc. of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

**4.12 COMPANY NOT LIABLE TO PAY COMPENSATION :**

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

**4.13 NO CLAIM IF WORK IS ABANDONED OR POSTPONED :**

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

**4.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK**

- i. If at any time after the commencement of the work the company shall for any reason or whatsoever required not to do the whole work or part thereof as specified, to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, and instructions which shall involve any curtailment of the work as originally contemplated.
- ii. Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by them. Such amendment shall be deemed as part of the agreement.

**4.15 LIABILITY FOR ACCIDENT TO PERSONS**

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

**4.16 WAIVER**

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

**4.17 SUSPENSION OF WORK**

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

If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Rock Phosphate of RSMML.

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

- i. If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate of RSMML and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.
- ii. If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub-clause.
- iii. The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of penalty for shortfall quantity, shall have the right to terminate the contract after giving fifteen days notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.
- iv. Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- v. In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favor of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- vi. On occurrence of three defaults in a year in making payment to the workers/labours/staff, etc., by due date as per terms of this tender, the contract may be terminated by the RSMML without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.
- vii. Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 60 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing up to date of termination.

#### **4.19 FORCE MAJEURE**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to notice/s from the Directorate of Mines Safety Office, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event

and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

#### **4.20 IDEMNITY**

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

#### **22.0 DISPUTE & JURISDICTION**

- 21.3 The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of RSMML shall be final and binding.
- 21.4 The contract shall in all respects to be and shall be construed as an Indian contract and in conformity with Indian laws, and shall be subject to the jurisdiction of courts at Udaipur in the State of Rajasthan and no other courts outside Udaipur in India shall have jurisdiction to try any suit or proceedings or petitions and or any other matter pertaining to, connected with and/or ancillary to this contract.
- 21.5 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

#### **4.21 APPEALS:**

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

#### **4.22 UNDERTAKING:**

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms & conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.

## **Section-V**

### **Chapter -1**

#### **SPECIAL CONDITIONS OF CONTRACT**

##### **5.1 APPLICABILITY**

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

##### **5.2 INTRODUCTION**

- i. Jhamarkotra Rock Phosphate Mine located near village- Jhamarkotra, Tehsil- Girwa in District- Udaipur, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). Jhamarkotra Mines is connected by all weather roads to Udaipur city.
- ii. The tenderers must get themselves fully acquainted with the description and volume of the work, location, route, distance & time required to cover the distance etc. of the route given herein the tender before quoting of their rates. Tenders received shall be deemed to have been submitted after fully acquainting themselves of all the factors, road condition and other peculiar conditions of the work under the contract. The tenderer shall not be allowed to and are not entitled to raise any dispute/objection what so ever or to raise any claim of damage/compensation with regard to the road conditions, timings, stoppage, route, volume of work etc. at any stage/time and/or that the workers employed by him demanding higher rates of wages and that the cost of operation has gone up for any reason/ground what-so-ever except of diesel escalation and variation in taxes as provided in the tender.

##### **5.3 PRE-QUALIFICATION CRITERIA**

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

- i) Tenderer should have minimum turnover of Rs. 3.74 Lac in any one of the last three preceding financial years i.e. 2016-17, 2017-18 & 2018-19 in tenderers name.
- ii) Tenderer should be Accredited Energy Auditor of Bureau of Energy Efficiency and should have conducted atleast one energy audit of any industry with minimum contract demand of 5000 KVA.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors "," information about DSC", FAQs & the bidder 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](http://www.rsmm.com) / [eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) & on <http://sppp.rajasthan.gov.in> for the purpose of downloading.

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

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

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.

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

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

#### 5.4 **PERIOD OF CONTRACT**

- i) The period of contract shall be three months from the date of issue of Letter of acceptance/DLOA.
- ii) The above period of three months of contract includes the period of 21 (Twenty one) days allowed for mobilization reckoned from the date of issue of LOA/DLOA. The work shall be executed strictly as per time schedule by deploying adequate personnel, tools & tackles etc.

5.5 **Time Schedule for work:** work shall be completed within three months of the issue of LOA/DLOA.

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

- 1 Scope of work covers energy audit of the entire electrical system of IBP Plant for minimizing the consumption of electricity. The expert shall conduct study of the system and identifying the areas where there is possibility of reducing the consumption and suggest methods thereof.
- 2 Scope of work described below is tentative and can be suitably modified in view of functional requirement after mutual discussion with your team members and our plant head or his representative while carrying out the audit work without any additional financial implication to RSMML.

#### **3 The quantification of current energy consumption :-**

- (A) An energy audit is essentially a study to determine the amount and cost of energy consumed and to identify opportunities for potential savings. This is achieved by carrying

out a technical investigation of the control and flow of energy in the plant or a process, or even a specific piece of equipment.

(B) The first objective for plant energy audit will be “To quantify the amount of energy consumed in plant”. This will determine the current baseline position and will allow for the current situation to be assessed.

#### 4. IBP Plant Details:

(A) Plant General Details:-

|                                  |                             |
|----------------------------------|-----------------------------|
| <b>Product / Products</b>        | Rock Phosphate Beneficiated |
| <b>Plant Production Capacity</b> | 3000 TPD                    |

(B) Electricity (for Jhamarkotra Complex : Consisting of Plant and mining facilities.)

| Contract Demand, kVA  | Minimum Billed Demand   | Minimum Billed Demand, kVA | Demand Charges (Rs.) |
|---|-------------------------|----------------------------|----------------------|
| <b>6500 KVA(from Discom)</b><br><b>4000-5000 KVA(for plant)</b> | <b>75 %</b>             | <b>4875 KVA</b>            | <b>Rs.185/KVA</b>    |
| Average Power Factor  | Minimum PF Reqd. by SEB | PF Incentives/ Penalty     | Monthly Bill         |
| <b>0.998</b>  | <b>0.90</b>             | <b>Incentive</b>           | <b>Rs. 1.3 crore</b> |

(C) Monthly Power consumption details:-

| Source | Current Year Qty/Units | Last Year Qty/Units | Landed Cost Per Unit/Lit/Kg etc. | Major Consumption Points                            |
|--------|------------------------|---------------------|----------------------------------|---|
| SEB *  | 38.79 Units/MT         | 36.59 Units/MT      | Rs. 7.60 / Unit                  | Ball Mill , Blower, Roller Press , crusher and pump |

\*SEB :- State Electricity Board

#### 5. Load Details :-

| <i>Equipment Name</i>       | <i>Qty.</i> | <i>Capacity &amp; Type</i>   |
|-----------------------------|-------------|--|
| <b>Transformer</b>          | <b>8</b>    | <b>2000 KVA,3.3/0.433 (05 No.)</b><br><b>1250 KVA,3.3/0.433 (01 No.)</b><br><b>1650 KVA,3.3/0.433 (02 No.)</b> |
| <b>Lighting Transformer</b> | <b>4</b>    | <b>200 KVA (01 No.) 433V/220V , 3Phase</b><br><b>100 KVA (02 No.) 433V/220V , 3Phase</b>                       |



|  |           |   |
|--|-----------|---|
|  |           | <b>63 KVA (01 No) 433V/433V , 3Phase</b>        |
| <b>Air Blowers</b>                               | <b>01</b> | <b>325 KW<br/>Impeller open cage cantilever</b> |
| <b>Air Conditioner Packaged/<br/>Ductable AC</b> | <b>6</b>  | <b>3 X 11 ton<br/>3 X 10.4 ton</b>              |
| <b>Air Conditioner Window/ Split AC</b>          | <b>10</b> | <b>1.5 ton</b>                                  |
| <b>Cooling tower Pumps</b>                       | <b>1</b>  | <b>11 Kw</b>                                    |

## 6. Motors of various equipment (> 7.5 Kw)

### (A) Motors of various equipments (MPP Plant):-

| S.No. | KW                                    | Nos. | Use                      |
|-------|---------------------------------------|------|--------------------------|
| 1     | 600 Kw (3.3 KV)                       | 01   | Ball Mill operation      |
| 2     | 325 Kw (3.3 KV)                       | 01   | Air Blower operation     |
| 3     | 350 Kw LT                             | 02   | Roller Press             |
| 4     | 132 Kw LT                             | 02   | Vacuum Pumps             |
| 5     | 75 Kw LT                              | 03   | 'Pump operation          |
| 6     | 55 Kw LT                              | 03   | Pump operation           |
| 7     | 37 Kw LT                              | 16   | Pump operation           |
| 8     | 30 Kw LT                              | 05   | Pump operation           |
| 9     | 22 Kw LT                              | 03   | Screen + Pump operation  |
| 10    | 18.5 Kw LT                            | 57   | Floataion cell           |
| 11    | 15/11/9.3 Kw LT                       | 30   | Pump operation           |
| 12    | 7.5,5.5,2.2 Kw LT (Less than 9.3 Kw ) |      | Many motors in operation |

### (B) Motors of various equipments (LGO Plant )

| S.No. | KW              | Nos. | Use                        |
|-------|-----------------|------|----------------------------|
| 1     | 190 KW LT       | 01   | Primary crusher            |
| 2     | 200 KW LT       | 01   | Secondary crusher          |
| 3     | 160 KW LT       | 01   | Tertiary crusher           |
| 4     | 75 KW LT        | 01   | Conveyor                   |
| 5     | 55 KW LT        | 01   | Conveyor                   |
| 6     | 37 KW LT        | 03   | Conveyor                   |
| 7     | 30 KW LT        | 04   | Conveyor/ vibrating screen |
| 8     | 18.5 KW LT      | 07   | Conveyor                   |
| 9     | 11 KW LT        | 02   | Feeder                     |
| 10    | Less than 11 Kw |      | Many motors in operation   |

## 7. Energy Audit activities shall include all areas of Industrial Beneficiation plant:

### (A) Pumps (water pumping and process pumping): -

- (i) Measurement and analysis of operating parameters like flow rates, head and power consumption to evaluate the pump efficiencies.
- (ii) Flow control methods and suggestions thereof.
- (iii) Pumping system study to optimize the operating parameters and in turn reduce the pumping power consumption.

**(B) Process Machine (including Ball Mill , Air Blower, Crusher , Conveyor , Roller Press etc.) :-**

- (i) Measurement and analysis of power consumption profile during operating conditions and non-operating conditions of the machines.
- (ii) Study of idle running of equipments, if any.
- (iii) To look possibilities to reduce energy use.

**(C) Electric Motors :-**

- (i) Study of loading & efficiency of motors.
- (ii) Performance parameters of motors, Economics of replacement of under loaded & inefficient motors.
- (iii) The operations of main electric motors to be studied using appropriate instrumentation support to assess the loading pattern, Power Factor and other operational parameters.
- (iv) Also, study of Mechanical power Transmission systems to be undertaken to evolve suitable recommendations wherever feasible for energy efficiency improvements.

**(D) Package air conditioners: -**

Evaluation of operating performance of Air Conditioners. Evaluation of specific energy consumption of Air conditioners. Identification and suggestions for corrective action for performance improvement and energy saving potential.

**(E) Lighting:-**

- (i) Examination of the lighting system in all the areas, measurement of illumination levels, etc. to improve lighting efficiency and optimizing lighting levels as per relevant standards.
- (ii) To look possibilities to reduce energy use by incorporating energy efficient lighting system, equipments and lay out changes.

**8. Transformers;**

- (i) Assessment of the loading pattern and losses of installed transformers to identify measures for reduction of losses.
- (ii) Identification of possible Energy conservation options in this area.

**9. General Terms & conditions :-**

- (i) The Contractor has to identify the scope for energy conservation and will have to provide cost benefit analysis of identified energy conservation opportunity.
- (ii) The entire recommendations should be backed up with techno economic calculations including the estimated investments required if any for implementations of the suggested measures and simple payback period.
- (iii) Provisions for all the instruments required for energy audit , like electrical power analyser , Lux meter , ultrasonic flow meter (for liquid and gaseous fuel , water) , tachometer , thermometer (Infrared) , leak detector meter etc. as required are in the scope of contractor.
- (iv) Contractor shall have to submit the valid calibration certificate of the requisite instruments.
- (v) The Energy audit team must use safety gadgets i.e. safety shoes, safety helmet, goggles, ear plug etc. , inside the installations where energy audit shall be carried out. Contractor should ensure the safety of his work personnel while carrying out the audit jobs. Supply of safety gadgets are in the scope of contractor.

- (vi) The energy audit team must follow Mines Regulation, 1984 in the installation where energy audit is being carried out.
- (vii) The bidder may visit / inspect the installations at their own cost, if required, before submitting the offer.
- (viii) The expenses towards transportation of man & materials, data collection, accommodation (food and lodging) of personnel, local transport & travel, expenses towards draft & final report preparation, delivery & report presentation etc. will be in the scope of bidder/contractor. Bidder must quote the rates accordingly.
- (ix) The audit shall be carried out without causing any interruption to the regular work of the Plant or process. However, any shutdowns/interruptions are required depending on the site conditions the same will be decided mutually.
- (x) The contractor has to submit the draft energy Audit reports within 30 days after carrying out Energy Audit.
- (xi) During presentation of the draft audit reports, if any modification is called for, the same has to be incorporated and a copy of final draft report is to be submitted within 15 days.
- (xii) 2 sets of hard copies of final energy audit report (comprising of observations and recommendations with adequate financial justification, vendor support data etc.) with proper binding along with one soft copy should be submitted.

## 10 SPECIAL CONDITIONS:

### (i) Applicability:

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

## 11 Insurance:

- I) Before commencement of the work the contractor shall have to ensure that all the employees are covered by workmen compensation / suitable insurance against any injury or death during execution of the contract.
- II) The insurance policy should be continued till the completion of the contract period. The contractor will produce copy of the policy of the said insurance before commencement of work to the Engineer Incharge. It is expressly understood that the risk, cost and consequences of the failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his/their account. RSMML will not have any responsibility or liability thereof.

## 12 TERMS OF PAYMENT

- i. For payment purposes the contractor shall raise the bills in triplicate after completion of work to the Engineer In charge. Payment shall be released within 30 days of receipt of bills duly verified by Engineer In charge. The rates as accepted by the Company shall only be considered for billing purpose.
- ii. **Schedule of Payment:-**  
**Payment shall be made as detailed below on submission of audit report**
  - a. 80% on Final draft report submission.**
  - b. 20% on final report submission and on closure of contract.**
- iii. The Contractor, on submitting the bill duly verified by the Section In-Charge for the work done, is entitled to receive a payment within a period of thirty (30) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing

- rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- iv. The Company shall make payment due to the Contractor by crossed Account Payee Cheque/RTGS/NEFT. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s.

## **19.0 COMPENSATION :-**

- (1) In case the Contractor fails to mobilize and commence the work within stipulated/extended period, the company shall recover a predetermined and agreed compensation @ 0.5% of the annual contract value on weekly basis from the contractor. In case the compensation amount exceeds beyond 02% then other provision of tender document including forfeiture of EMD, termination of contract may be taken at company's sole discretion.
- (2) In the event of the contractor fails to complete the work as per agreed specifications in full/part as per work completion period , the Company shall be entitled at its option either :
  - (a) To recover from the contractor as agreed pre determines compensation @ ½ % (Half Percent) per week of the total value of contract for each week or part thereof the work has been delayed , subject to a maximum of 5 % of the total value of the contract. In case the compensation amount exceeds beyond 05% then action as per other provision of tender document including forfeiture of SD, cancellation/ termination of contract may be taken at company's sole discretion.
- (3) Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.
- (4) GST on compensation in addition to above compensation will also be charged as per prevailing GST rules.

## **20.0 RIGHT TO REVIEW PERFORMANCE**

- (i) The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.
- (ii) 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 Tenderer from the security deposit or any sum due to the Tenderer from the company.

## **21.0 RISK & COST**

In the event of failure on the part of the Tenderer to execute the work as per time schedule the company shall be entitled to engage/hire/deploy other agencies at the risk and cost of the Tenderer.

The amount of such expense/ damages shall be adjusted by the company from the bills of the Tenderer and any other amount payable to the Tenderer under this contract. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the Tenderer for non fulfilment of the contractual obligations.

## **22.0 CLOSING OF THE CONTRACT**

On completion of the work, the Contractor shall submit his final bill. The final bill along with following documents and any other document/information etc. as required by the Engineer-in-Charge for his satisfaction are required to be submitted to the Engineer-In-Charge. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor, No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract, Indemnification Bond on Rs. 100/- Non Judicial stamp paper. Stamp paper must be in the name of party.

### **Undertaking**

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

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

Seal & Dated

**TECHNO COMMERCIAL OFFER**

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

**FORM "A"**

E-Tender No. RSMM/CO/GGM (Cont)/Cont-23/19-20 Dated 24.09.2019

Name of the Tenderer

**GENERAL INFORMATION ABOUT THE TENDERER**

|     |  |  |
|-----|--|--|
| 1.  | Name & full address of the tenderer with telephone/fax numbers etc.  |  |
| 2.  | Name of the Authorized contact person  |  |
| 3.  | Whether Individual, Firm or Company  |  |
| 4.  | Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)  |  |
| 5.  | Name of Partners/Directors   |  |
| 6.  | Turnover (in Rupees)   |  |
| 7.  | Name & Address s of Banker(s)  |  |
| 8.  | PAN No,  |  |
| 9.  | GST Registration No.   |  |
| 10. | PF Account number  |  |
| 11. | If the tenderer is in any other business, please specify.  |  |
| 12. | Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate |  |
| 13. | Others (specify) BEE enlistment  |  |
| 14. | Bank details of RTGS<br>1. Complete Bank Account No.<br>2. IFSC/NEFT Code of Branch<br>3. Name of Bank & Branch                  |  |

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

Date:

Signature of tenderer with office seal

(Indicate capacity of the tenderer)

Place

Proprietor/Partner/Manager/Director

**PART – I (Technical Bid)**

**FORM “B”**

**Name of work:** To carry out Energy audit at IBP Plant of Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)

**NIT No. :** E-Tender No. RSMM/CO/GGM (Cont)/Cont-23/19-20 Dated 24.09.2019

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

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

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

**DETAILS OF EXPERIENCE OF THE TENDERER**

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

Name & Signature of Tenderer  
with seal

**(Signature of the Tenderer with Seal)**

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

**DECLARATION**

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

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

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

**Signature with name & seal**

Date

Place



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

**FORM"D"**

**EXCEPTIONS AND DEVIATION**

Tender No- E-Tender No. RSMM/CO/GGM (Cont)/Cont-23/19-20 Dated 24.09.2019

Name of the 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 documents | Subject | Deviation |
|-----|-----------------------------|--------------------------------|---------|-----------|
|     |                             |                                |         |           |

**(Signature of the tenderer with Seal)**

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

**(CONSISTING OF BOQ)**

**Name of work:** To carry out Energy audit at IBP Plant of Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan).

**NIT No. :** E-Tender No. RSMM/CO/GGM (Cont)/Cont-23/19-20 Dated 24.09.2019

**Contract Period:** 03 Months

Price Performa for To carry out Energy audit at IBP Plant of Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)

| S. No. | Description   | Rate/ Amount (in<br>Figures)<br>Rate/ Amount (in<br>words) |
|--------|---|--|
| 1      | To carry out Energy audit at IBP Plant of Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan) | Rates to be quoted online in BOQ                           |

**Note:**

1. In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
2. The rate quoted will be inclusive of all taxes (excluding GST), duties, levies. All statutory deductions as applicable shall be made from bills.
3. Bill/invoice for service is required to show applicable Goods & service tax separately.

Signature of the tenderer with seal

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Udaipur on non judicial stamp paper of 0.25of BG amount subject to maximum of Rs.25000/- or as per prevailing act as on the date of issuance of BG. )

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

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

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

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

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 contractor of any of the terms and/or conditions contained in the Letter of Acceptance /Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance /agreement by reason of the said contractor's failure to perform the covenants contained in said letter of acceptance /agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance /agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_ ( scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are

in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance /agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance /Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, 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 \_\_\_\_\_.

**AFFIDAVIT**

Affidavit for PF declaration in support of tender (to be typed on non-judicial stamp paper of Rs. 50/-) for those who do not have the PF registration no.

I ..... S/o ..... aged ..... Years  
..... Resident of ..... On behalf of the tenderer i.e. M/s .....

Hereby take oath and state as under :

1. That I/We have submitted a tender for .....
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e.the above tenderer / contractor).
4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent  
(Authorized signatory)

**Verification**

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

Deponent  
(Authorised signatory)

Dated: -----

(Authorised Signatory)

Place: -----

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

**Undertaking**

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

Ref: E-Tender No. RSMM/CO/GGM (Cont)/Cont-23/19-20 Dated 24.09.2019

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

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

Signature of Tenderer (s)  
(Authorised Signatory)  
With seal

Place:

Date:

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

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

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

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

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

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

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

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

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

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

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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.

**Bank Details of Tender for RTGS/NEFT/Online refund of EMD**

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

**Signature of Contractor with address.**