



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

TENDER DOCUMENT

FOR

**“Consultancy Services For Preparation of Feasibility Report
of Jhamarkotra Rock Phosphate Mine, Udaipur (Rajasthan)”.**

e-Tender No. RSMM/CO/GGM(C)/Cont-26/18-19 Dated: 09.01.2019

**Issued by:
General Manager (Contracts)
RSMML, 4- Meera Marg, Udaipur 313001**

Cost of Tender Document: 4720 /- (inclusive of GST)

Date of Downloading of Tender: From 10.01.2019 to 12.02.2019 up to 1:00 pm

PRE-BID MEETING : 30.01.2019 at 11: 00 AM at Corporate office

Last Date of Online Submission of Tender: 12.02.2019 upto 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 13.02.2019 at 3:30 PM

Registered Office:
C-89/90 Janpath
Lal Kothi Scheme,
Jaipur -302 015
Phone: 0141-2743734
Fax: 0141-2743735

Corporate Office:
4, Meera Marg
Udaipur - 313 001
Phone: (0294) 2428793, 2488763-67,
Fax : (0294) 2428768, 2428739

SBU & PC-Gypsum
02, Gandhi Nagar Scheme,
Bikaner -334001
Ph. 0151-2523295/2522270
Fax : 0151-2523519

**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**Ref. no: -RSMM/CO/ GGM (Cont)/Cont-26/ 18-19****Dated: 09.01.2019****e-NOTICE INVITING TENDER**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works:

Brief Description of work	Period of contract	Earnest Money (Rs)
<p>Preparation of Feasibility Report of Jhamarkotra Rock Phosphate Mine with the help of latest technology skill as per existing data, reports, plans, present production levels, and production requirement of the company to evolve a long-term plan and future development strategy for profitable exploitation of the deposit and it also includes review the Mineable reserves & Geological resources as per UNFC on the basis of present exploration data.</p> <p><i>“The zero date for the proposed Feasibility Report will be 01.04.2018. The projected pit configuration as on 01/04/2018 will be the starting point for the modified plans / schemes. The consultant will indicate pre project activities for dovetailing the present pit plan to the zero date plans.”</i></p>	06 Months	Rs.1.12 Lac (By BG/DD)
Cost of tender document is Rs.4720/- (inclusive of GST), payable in cash/by D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading the document	From 10.01.2019 to 12.02.2019 up to 1.00 pm,	
Pre- bid meeting	Dated 30.01.2019. at 11:00AM at Corporate Office Udaipur	
Last Date & Time of Submission of bid online	Dated 12.02.2019 up to 3.00 pm	
Opening of Techno-Commercial Bid	Dated 13.02.2019 at 3.30 pm	

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

- i.) The tenderer should have minimum turnover of Rs. 28.00 Lac in any one of the immediate preceding three financial year's i.e.2015-16,2016-17 & 2017-18 in its own name.
- ii.) Tenderer should have experience of successfully execution of one similar mining projects of at least 100 lakh (10 million) MT per annum of rock handling.

iii.) Tenderer should have the valid license of Datamine software in its name.

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

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. Joint ventures/consortiums/partnerships are allowed to participate in this tender subject to the joint/several responsibility; in such cases the cumulative turnover of partners/members should be considered.

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

The tenderer/bidder who has earlier been suspended, or, banned, shall not be eligible to participate in this tender during their banning/ suspension period

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11 & chapter IV of the Act shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

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(s) of tender for corrigendum/addendum, if any, to the tender.

SECTION-II

Definitions, Interpretations

2.1 DEFINITIONS:

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

- 2.1.1. "**Agent**" shall mean the Agent for Jhamarkotra Mines so notified by the company in this behalf.
- 2.1.2. "**Alteration/Variation order**" means, any order given in writing by the Engineer-In Charge to the Consultant from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2.1.3. "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 2.1.4. "**Appointing Authority**," wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.5. "**Bank Cubic Meter/s**" or "**BCM**" shall mean the volume of rock in site (in-situ) without being disturbed.
- 2.1.6. "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.7. "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.8. "**Consultant**" 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, project in-charge or successors and executors.
- 2.1.9. "**Contract**" shall mean the agreement between the Company and the Consultant for execution of the work/s including therein all documents such as invitation to tender, instructions to Consultant, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance /telegram awarding the work,
- 2.1.10. "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.11. "**Commencement of work**" shall be reckoned from the date of issue of detailed letter of Acceptance including the stipulated mobilization period.
- 2.1.12. "**Drawings**" / "**Plan**" shall mean all map/s, plan/s, section/s, sketch/s, lay-out/s, and tracing/s, or print/s, thereof with additions, alterations, corrections and modifications if any, and as are incorporated or required from time to time in the contract for proper execution of work as may be given / approved in writing by the

Engineer-in-Charge to the consultant from time to time in order to define broadly the scope and specifications of the work and reproduction/s thereof, for the execution of the contract.

- 2.1.13. "**Engineer-in-Charge**", (EIC) shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC - Rock Phosphate.
- 2.1.14. "**Engineer's Representative**" shall mean any resident Engineer or assistant to the Engineer-in-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Consultant by the Company.
- 2.1.15. "**Final Certificate**" in relation to the work shall mean the certificate regarding the satisfactory compliance, performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC - Rock Phosphate.
- 2.1.16. "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.17. "**Head of SBU & PC - Rock Phosphate**" shall mean Group General Manager for the SBU & PC - Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 2.1.18. "**General Manager (Contract)**" shall mean the General Manager (Contract) of Rajasthan State Mines and Minerals Limited or his successors in office so designated by the Company.
- 2.1.19. "**Deputy General Manager**" shall mean the Deputy General Manager of Rajasthan State Mines and Minerals Limited so designated for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the Company.
- 2.1.20. "**Mines Manager**" shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 2.1.21. "**Mobilization period**" shall mean the time allowed to consultant to mobilize the equipments & Man power to commence the work.
- 2.1.22. "**Letter of Acceptance**" shall mean intimation by a letter/telegram to Consultant that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 2.1.23. "**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.
- 2.1.24. "**Ore**" or "**Rock Phosphate Ore**" or "**Phosphorite**" shall mean all types of meta-sedimentary rock phosphate with variable P2O5 content having "Apatite" as main constituent mineral along with other associated impurities and occur as a well-defined bed with sharp & clear demarcating contact from the overburden/waste/secondary ore.

- 2.1.25. "**Period of liability**" in relation to work means the specified period from the date of issue of completion certificate up to the date of issue of unconditional final certificate during which the Consultant stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the Company unless otherwise as mentioned.
- 2.1.26. "**Rock**" shall mean all types of overburden, waste, secondary ore and Rock Phosphate ore of all the types, grades and categories encountered at Jhamarkotra Mines.
- 2.1.27. "**Secondary Ore**" or "**Secondary Rock Phosphate**" or "**Secondary Phosphate**" or "**SO**" shall mean all types of meta-sedimentary, remobilized thin apatite crust with variable P₂O₅ & other associated impurities and occur in scattered manner as stringers, intercrossing network of this veins along the cracks, fractures, pockets & cavities in the overburden/waste rock.
- 2.1.28. **Tailings**: minerals reject having the phosphate content P₂O₅ of 5% to 8% remain after beneficiation of ore.
- 2.1.29. **Tailing Dam**: storage place of mineral reject after beneficiation.
- 2.1.30. "**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.
- 2.1.31. "**Tender**" shall mean the offer/bid submitted by the Consultant against this inquiry for acceptance by the Company.
- 2.1.32. "**Tonne**" shall mean metric tonne (1000 Kilograms).
- 2.1.33. "**Waste Rock**" or "**Overburden**" or "**OB**" or "**O/B**" shall mean all types of sedimentary, meta-sedimentary, remobilized Dolomite, Dolomitic Limestone, Siliceous & Ferruginous Dolomites/Limestones, altered/weathered Siliceous & Ferruginous variants of calcium-magnesium rock and other intercalated and associated rock types including patches of Secondary Rock Phosphate. Except secondary rock phosphate patches, waste rock or overburden is normally devoid of any phosphate content (P₂O₅ content).

2.1 INTERPRETATIONS

- 2.1.1 Wherever it is mentioned that the Consultant 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 Consultant and liability discharged to the satisfaction of the Company at the cost and consequences of the Consultant.
- 2.1.2 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 Consultant to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Consultant.
- 2.1.3 The works upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to

- be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.
- 2.1.7 Notwithstanding the sub-divisions 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.
- 2.1.8 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.
- 2.1.9 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Consultant shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.1.10 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.
- 2.1.11 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.
- 2.1.12 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2 **DECLARATION BY THE CONSULTANT**
- 2.2.1 The Tenderer do hereby confirm and declare that they have independently inspected at mine site and obtained all relevant and necessary information's, data etc.
- 2.2.2 The Consultant has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and nature of various types of Rock Phosphate ore, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Consultant do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 2.2.3 The Tenderer/ Bidder would give a declaration that they have not been banned / suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.

SECTION-III
INSTRUCTIONS TO THE TENDERER

3.1 INSTRUCTIONS TO TENDERER & GENERAL CONDITIONS

- i Tender is to submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- ii The bidder should go through the website <https://eproc.rajasthan.gov.in>& the link "help for consultants "," information about DSC", FAQs & the bidder manual kid " to know the process for submitting the electronic bids at web site. The complete bid document has been published on the web site <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document e-Tendering processing fee.
- iii All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading & also signed digitally by the designated authorized representative of the bidder.
- iv A scanned copy of EMD, e-Tendering processing fee & cost of tender document must be enclosed along with the technical bid proposal failing which the bid will be summarily rejected.
- v The demand draft towards the cost of tender document fees, earnest money deposit & 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 of envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the scheduled submission 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 the offer of the tenderer shall be rejected.
- vi The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guarantee d. The tenderer is required to satisfy him in all respect before the submission of offer.
- vii The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matter whatsoever that might affect the carry out of the works at the scheduled rates & to have satisfy himself to the sufficiency of his tender. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release to the consultant from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature & magnitude of the works & requirement of the materials, equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing similar & same type of work etc & as to what all works he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the

contract documents. The consultant shall be deemed to have visited site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation & store go-downs etc & all other factors involved in the execution of works.

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

3.2 TENDER PROCEDURE

- i) e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii) The prospective bidders should register themselves in the e-tender portal & submit the bid electronically through the e-tender portal.
- iii) The bidders are requested to download the e-tender help manual & 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 provision of Government of India IT Act.
- v) The technical bid form & price bid form will be available in prescribed format for down loading. The registered bidders can log into the e-Tender system & download the bid forms.
- vi) The bid form should be filled & submit using the Digital Signature Certificate. The supporting documents as required in support of tender should be scanned & uploaded in the e-Tender system.
- vii) The bid form should not be changed or altered or tampered by the bidder. If the bid form found tampered, the bids will be summarily rejected.

3.3 TENDER DOCUMENT FEES

The tender document fees as mentioned in The NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.4 E-TENDERING PROCESSING CHARGES

For each & every bid submitted a non-refundable processing charge Rs.1000/- 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 & time of submission of the tender.

3.5 ONE BID PER TENDERER

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.

3.6 COST OF BIDDING

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.

3.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- i) All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorized him/her to sign on behalf of tenderer before submission of the tender.
- ii) Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- iii) Canvassing in connection with tenders is strictly prohibited for tenderer submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- iv) Tenderers in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.
- v) 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.

3.8 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- i) In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work 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 from pre bid meeting. 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.
- ii) The company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- iii) 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 responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

3.9 Pre Bid Meeting

- i) RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions / observations raised by the tenderers on this tender document. The meeting will be held at Conference hall of Corporate office of RSSML at 4 Meera Marg Udaipur on dated 30.01.2019 at 11:00 AM.
- ii) Tenderers are also advised to send their queries /clarifications in advance and addressed to Group General Manager, SBU & PC – Rock Phosphate, RSMML, Jhamarkotra Mines, Udaipur – 313015, so to reach him at least 7 days before the scheduled date of the pre-bid meeting.
- iii) Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation.

3.10 ADDENDA/CORRIGENDA

- i) 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.
- ii) Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

3.11 CURRENCIES OF THE BID AND PAYMENT

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

3.12 SUBMISSION OF TENDERS

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 authorized representative signing the tender, as required.
- ii) Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be. In case the tenderer/consultant makes 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 (Income Tax Number), GST number.
- iv) Attested copy of the Audited/CA Certified Balance Sheet for the financial years prescribed in the tender conditions in support of the turnover.
- v) Copy of documentary evidence in support of successfully execution of similar nature work as per pre-qualification criteria of tender.
- vi) Valid copy of license of Datamine software in the name of tenderer.
- vii) 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 during contract period except variation in rate of GST. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
- viii) "Exceptions and deviations statement" to be submitted by the tenderer in Form-C enclosed.
- ix) Provident Fund Account Number of establishment.
- x) Duly filled form A, B Annexure B, C D &F of tender document.

3.13 Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/ Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, 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 along with the techno- commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.14 PART II 'PRICE BID'

- a) The 'Price Bid' shall be submitted online in the prescribed format only available at www.eproc.rajasthan.gov.in . Bidders are advised to download the prescribed BOQ file available on the <https://eproc.rajasthan.gov>& fill the rates as instructed. 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. . It is suggested to the tenderer carefully the instructions mentioned in the Performa at Form-D / BOQ for quoting the price offer.
- b) The rates are to be quoted in Rupees as per the price format.
- c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

3.15 DEADLINE FOR SUBMISSION OF BIDS

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.

3.16 LATE BIDS/DELAYED BIDS

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

3.17 OPENING OF THE TENDER

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

3.18 EXCEPTIONS AND DEVIATIONS

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

3.19 BID SECURITY/EMD

The tenderer must pay Earnest Money/Bid Security as per detailed out in NIT in the form of Crossed Demand Draft/Banker's Cheque (having validity of three months) in favour of RSMML and drawn on any Nationalized/Scheduled Bank at Udaipur and attach the same in original with the technical bid of the tenderer, 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 (or disqualified bidders) 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 and its acceptance by him. The earnest money deposited by the successful tenderer will

be refunded after submission of SD if it in form of BG, if EMD in the form of cash then it will be appropriate 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.

3.20 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 successful tenderer does not commence the work with in the stipulated time period.
- iii) If the successful tenderer does not submit the prescribed Bank Guarantee (BG) &/ or DD as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iv) If the successful 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.
- v) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

3.21 VALIDITY

Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part-I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the aid period of 120 days or in extended period, cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited & tender will not be considered for 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 responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

3.22 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

A substantially responsive bid is one, which confirms to all the terms, conditions, and spacification 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?

3.23 EVALUATION OF TECHNO-COMMERCIAL BID

- i) The techno-commercial bids of substantially responsive tenderer 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 otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- iii) The tenderer shall be prepared to furnish clarification/information and attend meetings /discussion as required by the company from time to time.
- iv) Price bid (Part-II) only of Techno-Commercially accepted tenders shall only be opened.

3.24 NEGOTIATIONS

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

3.25 CORRECTION OF ERRORS

Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
- b) Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totaling or carry forward in the amount quoted by the consultant 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.

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.

3.26 PROCESS TO BE CONFIDENTIAL

- i) 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.
- ii) The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

3.27 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- a) 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/E-mail/Fax. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum unit that the company will pay to the consultant in consideration of the execution and completion of the works by the consultant as prescribed in the contract (hereinafter and in the Contract called "the Contract Price").
- b) The notification of award will constitute the formation of contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

3.28 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder;

- i) Withdraws from the procurement process after opening of financial bid
- 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 extent to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

3.29 SIGNING OF THE CONTRACT AGREEMENT

- a) The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the consultant.
- b) The contract agreement shall consist of;
 - i) an agreement on non-judicial stamp paper of appropriate value,
 - ii) tender document, along with the addend/corrigenda, if any
 - iii) Letter of Acceptance &/or Detailed Letter of Acceptance
 - iv) Agreed variations, if any &
 - v) Any other document as mutually agreed.

3.30 RIGHTS OF COMPANY

- a) The Company reserves the right;
 - i) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
 - iv) Not to carry out any part of work.
 - v) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- b) 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.

3.31 REFUSAL / FAILURE

In the event the tenderer, after the issue of communication of acceptance of tender by the company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the consultant's calculated and willful breach of contract, and in such an event the company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT

- i.** 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.
- ii.** Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-In charge whose decision shall be final and binding.
- iii.** 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 successful tenderer shall furnish a Security Deposit @ 10% of total value of contract through Demand Draft in favour of RSMML, Udaipur /Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU(except SBI Bank) /ICICI/HDFC/Axis Bank having its branch at Udaipur on non-judicial stamp of 0.25% of BG value subject to maximum of Rs. 25000 or as per prevailing stamp duty Act as 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 and/or extended period, if any, plus a grace period of three months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- ii.** The entire Security Deposit shall be refunded after three months of the expiry of contract, provided the Consultant has fulfilled all contractual obligation and rendered “No claim and No Dues 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 Consultant 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 Consultant.
- iv.** 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.

- v. All compensation or other sums of money payable by the Consultant to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Consultant from the Company on any account and in the event of the such amount being insufficient the Consultant shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- vi. In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the consultant. The Consultant shall pay to the company on demand any balance remaining due.
- vii. In case the Bank Guarantee is invoked for any reason/s, the consultant is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee. In case of Invocation of Bank Guarantee; the amount received will be treated as inclusive of GST.
- viii. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Consultant shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- ix. No interest is payable on S.D. amount.
- x. In case of enhancement of quantum of work, due to any reason, the consultant shall furnish additional security amount. This security will be recovered from the payment due to the consultant.

4.3 ASSIGNMENT & ADDITIONAL CONTRACTS

The consultant 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 Consultant from any liability or obligation under this contract and the Consultant shall be responsible for all acts, defaults and neglects of the sub-consultant, his agent and employees fully as if those are the Consultant's own acts. The RSMML shall have a right to engage any other consultant for similar or other kind of job as may be deemed necessary by the RSMML.

4.4 RECORDS, REGISTERS, ETC

The consultant shall 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 authorised representative at such place & time as may be directed.

4.5 STATUTORY OBLIGATIONS

- i.** The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the consultant as may be required by any department of State/Central Government or any other Statutory Body.
- ii.** The consultant shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM, Environment and pollution Control Board etc., during the period of this contract. The consultant shall not be entitled to any claim for damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.

4.6 TAXES

- i.** The rate quoted by bidder will be exclusive of Good and Service Tax (GST). However the rates will be inclusive of any other levies and duties as applicable on this contract (Up to last date of submission of the bid).
- ii.** The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the consultant shall not be eligible for any escalation in the rates on what so ever ground.
- iii.** Timely deposition of GST and filing of requisite tax returns of relevant period would be the sole responsibility of the consultant. The consultant will also ensure that necessary credit on this account is available to RSMML in the next month. In-case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of consultant or any other amount due to him/or from security deposit, as the case may be.
- iv.** In case of reversal of input tax credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns toward the payment for the work, consultant is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/retain such amount from the bills of consultant or any other amount due to him/or from security deposit, as the case may be.
- v.** Further, the consultant shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filed for relevant tax period.

4.7 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES

- i.** 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 consultant or recovered by the Company, as the case may be. The reimbursement to/recovery from the consultant 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.
- ii.** 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.

4.8 COMPANY NOT LIABLE TO PAY COMPENSATION

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

4.9 NO CLAIM IF WORK IS ABANDONED OR POSTPONED

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

4.10 LIABILITITES IN RESPECT OF CONSULTANT

The consultant shall be responsible for maintaining and doing the contracted work in such a way that the work operates at full capacity and with due regards to safety and ensures compliance of the applicable statutory rules & regulations.

The consultant shall bear all costs, expenses, etc., that may be incurred on purchase, maintenance, and operating the assigned work.

4.11 LIABILITY FOR ACCIDENT TO PERSONS

- i. Besides the liabilities of the Consultant under the "Workmen's Compensation Act", Fatal Accident Act, M.V.Act, "Mines Act" the following shall also apply to the Consultant.
- ii. On the occurrence of any accident resulting in death or bodily injury to a workman employed by the consultant, the Consultant 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 Consultant shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

4.12 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.

4.13 FORCE MAJEURE

Neither the Consultant nor the Company shall be considered to be in default in the performance of their respective obligations under this consultant if such performance is prevented or delayed because of the conditions constituting force majeure which

shall include but not limited notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract?

4.14 SERVICE OF NOTICE ON CONSULTANT

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

4.15 SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE OFFICER-IN-CHARGE

- i) Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
 - a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Jhamarkotra Mine, Udaipur and copy to authorised representative at the Jhamarkotra Mine, Udaipur, and
 - b) In the case of the Officer In charge, if dispatched or left at or posted to the address of his/its authorised representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- ii) Notice and communication addressed to the Company shall be valid only if duly signed by the Consultant or his duly authorised partner or his principal officer acting for him on his behalf.

4.16 TERMINATION

- i) If the Consultant fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the consultant:-
 - a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the consultant shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Consultant and the consultant and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - b) Without determining the contract, to take over the work of the Consultant or any part thereof and complete the same through any other agency at the risk and cost of the Consultant and the Consultant, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- ii) Before determining the contract, as aforesaid, and provided that, in the judgement of the company the default or defaults committed by the Consultant is or are curable or may be cured by the Consultant if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Consultant to cure the default within such time as may be specified in the notice.
- iii) In the event of the Company proceeding in the manner herein above prescribed-
 - a) The whole of the Security Deposit furnished by the Consultant or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Consultant, the excess cost referred to aforesaid.
 - b) The money that may have become due to the Consultant on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty execution of work, under the contract rest exclusively with the Consultant and shall be subject to deduction of all amounts due from the Company to the Consultant, whether under the terms of the contract or otherwise, authorised or required to be recovered or retained by the Company.
- iv) The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the consultant abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Consultant.
- v) Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

4.17 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 giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2013 with prescribed fees.

4.18 DISPUTE, JURISDICTION

- i.** The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by agreement. However the decision of the Company shall be final and binding.
- ii.** No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii.** The consultant shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.2 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.

5.3 INTRODUCTION

Rajasthan State Mines & Minerals Limited (RSMML) is a public sector enterprise of Government of Rajasthan. Rajasthan State Mines & Minerals Ltd. (RSMML) has originated from a private company -Bikaner Gypsum Limited (BGL) that was founded in 1947. In the year 1973-74 the government took over Bikaner Gypsum Limited (BGL) and formed Rajasthan State Mines & Minerals Limited (RSMML) with its registered office at Jaipur and Corporate Office at Udaipur. Rajasthan State Mines & Minerals Limited (RSMML) acquired the status of a public sector enterprise of Government of Rajasthan w.e.f. 1/4/1988. Government of Rajasthan holds more than 99.9% shares of Rajasthan State Mines & Minerals Limited (RSMML). Subsequently, in the month of Feb'2003 Government of Rajasthan amalgamated two of its companies i.e. Rajasthan State Mines & Minerals Limited (RSMML) and Rajasthan State Mineral Development Corporation Limited (RSMDC) under Section 396 of the Companies Act, 1956. After amalgamation, four mineral based Strategic Business Units & Profit Centers (SBU & PC) have been set up as detailed out below -

1. SBU & PC – Rock phosphate at Jhamarkotra (Udaipur).
2. SBU & PC – Gypsum at Bikaner
3. SBU & PC – Center – Limestone at Jodhpur
4. SBU & PC – Lignite at Jaipur

The Corporate office situated at Udaipur co-ordinates and controls all the activities of different Strategic Business Units & Profit Centers. Other than respective Strategic Business Units & Profit Centers (SBU & PC) as above, the Company has also got its offices at Jaisalmer, Nagaur, Barmer and New Delhi.

5.4 GENERAL DETAILS

Jhamarkotra Rock Phosphate Mine is situated 26 Km. SE of Udaipur City. The deposit falls in Survey of India Topo sheet No. 45 H/15 between latitude 24⁰49' to 73⁰52'. It is one of the largest opencast mine in India other than coal & steel sector.

The Strategic Business Unit & Profit Center - Rock Phosphate of RSMML is presently engaged in mining of rock phosphate and 100% of the total Rock Phosphate production is contributed by Jhamarkotra Rock Phosphate Mine. The vital importance of Rock Phosphate as a key agriculture input and that of Jhamarkotra Rock Phosphate Mine as a reliable source of good quality Rock Phosphate on the national perspective is well established. Today, an array of sophisticated mining machinery operates at Jhamarkotra; it is one of the most modern, scientifically and largest open cast mine lay out in the country outside the

steel and coal sectors. The approved ore production and LGO milling from Ministry of Forest & Environment (MOEF) per annum is 1.76 Million Tones & 0.90 Million Tones respectively. Presently, ore production is about 1.20 Million Tones and total rock handling is about 21.0 Million Tones per annum.

The high grade ore (HGO) containing +30% P₂O₅ is excavated and dispatched to the fertilizer industries after crushing. Whereas, about 0.06 Million Tones of crushed LGO (18-20% P₂O₅) is sold after grinding of rock phosphate ore to finer size & its bagging is done for direct application in fertilizer industry. From conservation point of view of the mineral, RSMML has put up a beneficiation plant with capacity of 3000tpd for processing of 16.50% P₂O₅ low-grade ore and produce concentrate of 31.54% P₂O₅. The whole system of production i.e. excavation, loading, transportation, unloading, blending, crushing and stacking etc is through highly mechanized machineries.

5.5 THE DEPOSIT

The Jhamarkotra Rock Phosphate deposit was discovered in 1968 by Department of Mines and Geology, Government of Rajasthan. Since then extensive exploration work was carried out in Jhamarkotra area to establish the available phosphate resources.

Area of Jhamarkotra deposit constitutes a part of Aravalli Super group comprising of meta-sediments resting unconformable over Pre-Aravalli Banded gneissic complex consisting of schists, gneisses and granites. Meta-sediments of Jhamarkotra area represent a succession of shallow water geo-synclinal marine sediments deposit during Precambrian period on the basement of Banded Gneissic complex. The sediments show low grade regional metamorphism. The rock phosphate occurs in the form of conspicuous grey irregularly shaped bodies showing concentric algal structure called stromatolite. These are cylindrical bodies growing perpendicular to bedding plane. The phosphorite bed forms an excellent marker bed both for structural and stratigraphic reconstruction. Generally the phosphate bed is sandwiched in a carbonate sequence comprising of lower and upper impure dolomitic limestone, which shows conspicuous and considerable lateral and vertical facies variation.

The phosphate bed in this area could be traced over a strike length of about 16 kms with varying width from 35 meters to few centimeters. However, the average surface width is about 15 meters. The phosphate bed shows large scale thickening and thinning and often pinching out altogether & reappear after some distance. At places, the attitude of the beds including the phosphate horizon changes sharply. The dip of the phosphate bed in general is around 40 degree to 50 degree and at times attains verticality and even overturned. The grade of rock phosphate is mainly governed by the stromatolites as the phosphate is fully restricted to the stromatolites. It is only stromatolites, which bear phosphate and rest of the material including their matrix (dolomite) is free from it. Natural concentration had taken place at different zones of deposit through the process of leaching and chemical weathering resulting into washing out of the matrix portion resulting increase of in-situ density of stromatolites. On account of natural concentration through chemical weathering grade of respective zones are rich having higher P₂O₅ percentage. In fact, grade of phosphate mainly depends on the extent of leaching and density of stromatolites. Stromatolites are largely fragmented, crushed and pulverized in case of high-grade ore (HGO). At places deformation had also improved the quality of rock phosphate by way of permitting easy percolation of meteoric water & consequent removal of impurities. This can be seen in D &

E blocks. While in case of LGO, the stromatolites are well preserved as such and their density per unit area is much less and matrix portion is much more, so concentration of P₂O₅ is poor. Besides weathering and leaching action, the percentage of stromatolites, type of stromatolites, the geo-synclinal basin, folding, faulting has also affected the grade of ore in the different areas of deposits.

Total area of Jhamarkotra Mining Lease is 1370.369 hectares. The area is divided into blocks: A Ext., A, B, C, D, E, F and G. Presently there are three main mining pits viz. Western Pit comprising of Block A, B & A extension blocks, Central Pit comprising of Block C, D & E blocks and Eastern Pit comprising F & G blocks are being worked. Updated Surface Plan placed at Annexure 'A' shows location & mine working of all blocks, HGO crushing plant/s, LGO crushing plant, waste dumps, Industrial Beneficial Plant (IBP), different ore stacks and other details.

5.6 EXPLORATION STATUS

The Jhamarkotra Rock Phosphate deposit has been explored by Department of Mines & Geology, Government of Rajasthan in phases from 1968 to 2013 through exploratory boreholes and trenches/pits. In the meanwhile, RSMML has also drilled about 97 additional exploratory holes of short depths during course of mining. In the last, M/s Soiltech, Pune has drilled 53 exploratory holes (2015-16 to 2016-17) and updated status detailed out in the table below;

Block	Number Trenches and Pits	Diamond Drill Bore Holes by DMG		Diamond Drill Bore Holes by M/s Soiltech		Total Diamond Drill Bore Holes	
		Number	Meterage	Number	Meterage	Number	Meterage
A-Ext	35	29	2614.95	11	1326.50	40	3941.45
A	25	38	4444.57	2	0284.70	40	4729.27
B	24	74	8621.84	4	0601.50	78	9223.34
C	16	56	5582.42	7	1039.50	63	6621.92
D	30	118	12897.76	3	0323.50	121	13221.26
E	16	64	7647.99	5	0830.50	69	8478.49
F	25	35	3327.99	16	1766.00	41	6169.99
G	51	39	3178.62	5	0728.00	44	3906.62
S Total	222	453	48316.14	53	6900.20	506	55216.34
H	81	39	4784.85	0	0	39	4784.85
I	30	0	0	0	0	0	0
J	56	2	0136.00	0	0	2	136.00
K	84	37	2600.50	0	0	37	2600.50
S Total	251	78	7521.35	0	0	78	7521.35
Total	473	531	55837.49	0	0	584	62737.69

5.7 MINING & RELATED ACTIVITIES

The mining of rock phosphate from Jhamarkotra Deposit was commenced in the year 1968-69. For systematic development of the Jhamarkotra deposit, definitive feasibility report (DFR) had been prepared by M/s Soframine, BRGM of France and M/s EIL, New Delhi. Under DFR a project life of 20 years was conceived with zero date as 01/04/1987. The said DFR recommended for Jhamarkotra Integrated Project involving concurrent mining of HGO & LGO and setting up of an Industrial Beneficiation Plant of 1500 TPD throughput capacity for up-gradation of LGO.

Looking to the need for sustaining the profitability and production under stringent and competitive market scenario, Jhamarkotra Project went for a further Updation study of the deposit to ascertain the longevity of the mine. Accordingly M/s SNC Lavalin, Canada and M/s EIL, New Delhi carried out an Updation study for the Jhamarkotra Project and prepared a long term updated mining scheme with effect from 01/4/1998 for the project life of next about 15 years. With implementation of said Updated Mine Plan and improved confidence on the resources and market dynamics, the rock handling made a shift to the peak of 24 Million Tones with an average of 21 Million Tones in a year. Further, M/s Mecon India carried out an Updation study for the Jhamarkotra Project considering the present market scenario and prepared a long term updated plan for the project life of next about 15 years from the year 2006.

Apart from the detailed mining and beneficiation scheme drawn under definitive feasibility report (DFR) of M/s Soframine, BRGM of France, Updation Report of SNC Lavalin, Canada and Updation Report of M/s Mecon Limited, a government of India Enterprise, Ranchi in the year 2006-07, additional studies in the specific areas mentioned below have been conducted for Jhamarkotra Rock phosphate Mine.

- Slope stability studies – by CIMFR, Dhanbad (1991 & 2004)
- Hydro geological studies – by GWD Jodhpur (1991), Bhabha Atomic Research Centre (BARC) and National Institute of Hydrology (NIH), Roorkee
- Environmental management plan – by PDIL Sindri (1991) & CIMFR, Dhanbad (2004)

5.8 PRESENT MINING METHOD

The opencast mining method is being followed at Jhamarkotra Mine for exploitation of the mineral. Presently there are three main mining pits viz. Western Pit comprising of Block A, B & A extension blocks, Central Pit comprising of Block C, D & E blocks and Eastern Pit comprising F & G blocks are being worked. The main activities of the department are concentrated in central pit whereas western & eastern pits have been developed and operationally conceived by the external agencies. The central pit has attained the maximum depth of 190metres and the water table is being depleted substantially to work in dry conditions of the pit floor. The working levels are kept dry by continuous pumping of ground water through tube wells constructed on periphery of the pit limit. Presently, the annual excavation of rock is about 22 Million Tones (HGO- 0.55 Million Tones, LGO- 0.75 Million Tones and Waste- 20.70 Million Tones) with deployment of large size equipment such as 6.0/5.0/3.2/2.8/1.2 cum hydraulic excavators, 85/35/30 Tones dumpers and 200/152/104 mm dia drills.

The mining method involves 10m high benches, breaking the rocks with explosives, loading the material with excavators and haulage with dumpers. The pit slopes are presently being maintained as 42 degree for hanging wall slope and 36 degree for footwall. However as recommended under the Updation Plan prepared by revised mining scheme, proposal for steeper slope angles i.e. 48 degree maximum in the hang-wall is under consideration for approval by DGMS. Haul roads of 22m width in case of departmental and 12m in case of contractual workings are being maintained. For working benches minimum width of 40m/30m is kept. A fleet of equipment is being maintained for miscellaneous activities like construction of access roads, ramps, drainage, sump, water sprinkling system, maintenance of roads by means of graders, dozing at waste dump sites and cleaning at the working faces.

The Western Pit comprises of block A-extension, A & B. The Western Pit will have a final pit configuration having strike length of 3500 meters and a maximum width of about 300 meters. The A Extension phosphorite horizon extends over a strike length of about 1500-meter. It is largely continuous. The horizon strikes at about 20o Az and generally dips steeply eastward at about 80o. The Rock Phosphate of area A Extension represents the western limb of the main Jhamarkotra syncline. Phosphate grades are generally in the 20% to 30% P2O5 range. The assay indicates a high R2O3 content due to alumina and iron enrichment of the clayey matrix; silica content in the ore is also high. The wall rocks are typically cherty dolomites & appear massive and competent. The A block phosphorite horizon extends over a distance of 1300 m, generally dipping to the east 50o to 85o Az. The B block phosphorite unit is continuous with A block from where it trends eastward over a strike length of about 850 m before turning northward for a further about 600 m strike. The B block is folded & faulted along area trending northward. The phosphorite includes a zone of highly friable HGO but the majority of mineralization is generally LGO. The work in western pit (A Extension, A & B Blocks) is being done by consultant.

The Central Pit comprises of C, D & E blocks. The present contemplated Central pit will have a final pit configuration of strike length of about 5000 meters and a maximum width of about 650 meters. The C block phosphorite unit is continuous with B Block to the west and D block to the east. It outcrops over a strike distance of 1050 m, is accurate to north and dips northward generally at 45°. Westward, towards B block, the zone becomes sub-vertical to overturn. The western part of C Block area mostly comprises of virgin topography. Presently mining of ore and overburden removal from hanging wall side and footwall benching in the western part of C Block is being carried out by a mining consultant. The bulk reserves and most of current production are within D-block. The block is 1500m long. Mineralization is largely HGO with lesser amount of LGO. The average width of ore bed is approximately 20m. The zone strikes 115° Az and dips on average 45° to the north. Mining started at 600MRL and the lowest level is now 410MRL. Ore and overburden mining from this block is in progress by the consultant and a part of overburden/waste excavation and removal of hang-wall side at upper benches is being carried out by the departmentally. E block is situated towards east of block D. The phosphorite units on the E block trends 115° Az from the D block over a distance of 700 m and then curves southerly for 300 m as E Extension from 5450E to 6200E. Over the east-west section, the phosphorite dips 35o N. Ore and overburden mining from this block is in progress by the consultant and a part of overburden/waste excavation and removal of hang-wall side at upper benches is being carried out by the departmentally.

The Eastern Pit comprising F & G blocks. The F block is an east-west trending zone some 1000m long and dipping 60°-70° N. Considerable structural complexity exists here with bifurcations of the mineralized zone. The hanging wall zone, outside the main ore zone is an area of extensive brecciation and the dolomite is silicified (60-70% SiO₂) and remobilizes from phosphate solutions to form secondary rock phosphate ore. This secondary ore is mined selectively & separately from waste and stacked at specified locations. Part of this secondary ore, which is of usable quality, is also transported to HGO/LGO crushing plant/s for blending. The G block falls in between from 6500E to 7100E & 3850N to 5200N. Between the F and G Blocks, the Phosphorite horizon becomes discontinuous where exposed at surface. The principal horizon trends east-west for 300 m and then turns northward to north-westward for over 1500 m and appears to follow an anticline axis (also trending north-westward). A repetition of the horizon occurs over some 400 m strike length to the east, likely as a result of folding. Both limbs dip eastward. The area is one of considerable structural complexity. The main bend has an average width of 10 m, the more easterly band a width of 15 m. The Phosphorite is available in both the grades, ranging between 17% P₂O₅ to 32% P₂O₅. The working is prohibited at northern side of block due to presence of Jhameshwarji temple & GarhMataji temple. The details of block wise top & bottom RL with working agency is as under;

Pit	Block	Top Bench MRL	Bottom Bench MRL	Working Agency
Western	A-Ext	600	510	Workings in all three blocks are being done by Consultant.
	A	580	530	
	B	550	450	
Central	C	600	450	Working at entire C block, DE footwall and excavation of ore at lower benches are being done by Consultant. Upper benches of hanging wall are being done by Departmentally.
	D	560	410	
	E	540	420	
Eastern	F	560	420	Workings in both the blocks are being done by Consultant except some upper footwall benches of F block which is being done by departmentally.
	G	550	460	

5.9 ROCK TYPE AND SPECIFIC GRAVITY

The overburden on the hanging wall side is mostly comprised of impure dolomitic limestone with variable silica content. In A-Extension, B block & E block portion the predominantly siliceous component increases very much and the rock type effectively can be termed as carbonate bearing chert while siliceous and the carbonate fractions are more or less evenly distributed in D block. The rock is heterogeneous in character, but dominantly it is medium hard with occasional hard or soft patches. The footwall waste in the entire C, D, E and F blocks is dominantly represented by highly weathered soft rock type having sandy and silty size fractions. Compositionally the rock type represents a broad variant of impure argillaceous/siliceous limestone. Some patches of footwall, however, are hard and bouldery. The footwall rock in area A-extension, A block & B block is massive and competent. The hardness of the ore varies from soft to hard.

The average specific gravity of:

- Overburden/ waste rock/ secondary ore (Mineral Reject) is 2.6 tones per Cubic Meter (In-situ).
- High grade ore (HGO) is 2.9 tones per Cubic Meter (In-situ)
- Low grade ore (LGO) is 2.8 tones per Cubic Meter (In-situ)

5.10 MINE DEWATERING

During the course on mining in the year 1991 ground water was encountered at 495 MRL. Accordingly, implementation of effective dewatering scheme became an essential activity for continuance of mining operations. The hydro-geological investigation in Jhamarkotra mine area has been undertaken by State Ground Water Department in 1990-91 with a view to quantify ground water reserve (static & dynamic), so as to develop appropriate dewatering system. The study concluded with estimation of 37.14 MCM static and 1.41 MCM dynamic ground water reserves, along with demarcation of potential ground water zones for construction of tube-wells. The Ground Water Department recommended construction of seven (7) tube-wells (of about 125 M³/Hr), so as to get 12 to 15m drawdown per year. It has also been suggested by Ground Water Department to construct sumps in D & E Blocks for effective lowering of water table in rainy season. On the basis of above recommendations, seven (7) tube-wells were drilled by Ground Water Department itself. These tube-wells were operated continuously but the drawdown was found insufficient (5.08 m in D Block and 4.95 m in E Block, during the year 1993) to meet the mining requirements. Therefore, based on scientific studies from time to time deep large diameter tube-well had been drilled and operated to effectively achieve the required draw down to the tune of about 12 meters per year.

Further to the studies made by State Ground Water Department (GWD) and subsequent report for ascertaining parameters regarding recharging of water in CDE pit, RSMML feels necessary to involve different scientific agencies like Bhabha Atomic Research Centre (BARC), National Institute of Hydrology (NIH), Roorkee, RITES etc to carry out the studies on ground water problem at Jhamarkotra Mines and to establish ground water regime. M/s. BARC in continuation with their ongoing studies, collected water samples from the Jhamarkotra Mines area. On the basis of pre and post monsoon samples drawn during the year 1994 and samples drawn in July'95, M/s BARC had submitted their final report in the month of January'96, the main conclusions are were as under:

- a) There is no evidence of recharge in the CDE pit from surface water bodies like Udaisagar Lake and Baghdara Lake which are located in the near vicinity of the mines.
- b) The ground water in the mines area is mainly replenished by precipitation recharge (Rainfall).
- c) Ground water of Jhamarkotra Mines area is a mixture of older and comparatively modern recharge.
- d) Some of the ground water pumped out of the aquifer is percolating back to the aquifer either through dolomitic limestone or through one or more pumping wells due to back pressure.

Further, National Institute of Hydrology (NIH) submitted in their report have evaluated the pumping test data of E-block and recommended that some more pump tests in other areas

because of highly heterogeneous nature of aquifer. They are also making computer aided module on Mud flow USA, soft-ware. M/s NIH had also submitted in the month of January,96 that water balancing of the area indicates that there is very remote chance of any recharge from outside water bodies.

M/s. RITES carried out Geo-physical survey of the Jhamarkotra Mines and adjoining areas, their findings and recommendations are as under:-

- a) The water potential zones are distributed heterogeneously; the fractures and aquifer system are not uniform.
- b) Flow direction may be possibly parallel to Jhamari River i.e. North West-South East.
- c) Design and construction of tube wells should be on the basis of the actual strata encountered during drilling.
- d) Pump tests are recommended to know the actual yield of the well

Consultant, M/s SNC Lavalin, Canada and EIL, New Delhi had also carried detail assessment of ground water regime and dewatering set up as a part of Updation study for the Jhamarkotra Project. Presently, there are 11 numbers of tube-wells (of 250mm dia) located in D & E Blocks areas, are in operation. Submersible pumps having average discharge capacity of 80 M³/Hr have been installed in the operating tube-wells. The average water level in D and E blocks as on December'17 is 410.18 MRL and 420.27 MRL respectively. At present five numbers of piezometers and existing dug-wells are available for close monitoring of water level fluctuations in and around Jhamarkotra Mine area. On regional scale, water levels have also been measured every year (pre & post monsoon period) in different existing twenty seven numbers of dug-wells located in adjoining villages.

5.11 BENEFICIATION

While mining high-grade ore (HGO), low-grade ore (LGO) of +17% P₂O₅ has also to be removed along the overburden. Hence the production of low-grade ore is inevitable. The quantity of LGO so mined is large enough & cannot be ignored. Moreover, there is no direct use of this LGO commensurate with the quantity available. In view of the above, bench scale studies were conducted at IBM to explore the possibility of upgrading this available ore. The studies indicated the technical feasibility of upgrading the P₂O₅ contents. Later, a Pilot Plant was installed to confirm the laboratory studies and to find out the uses of the concentrate produce. The Pilot Plan was in operation for a period of 8 years. Based on the above, it was decided to go for commercial operation in two phases. The first phase of 1500 TPD ore processing was commissioned in the year 1991-92. The integrated beneficiation plant (IBP) was stabilized to give a produce of +34% P₂O₅ at a recovery of 80% P₂O₅. In the meantime, it has been observed that the demand of this produce has increased substantially. The rise in demand prompted RSMML to give thought for enhancing the plant capacity of IBP to 3000 TPD from earlier 1500 TPD. Accordingly, expansion of existing beneficiation plant has been taken up and presently beneficiation plant is under operations at expended capacity. In the beneficiation process throughput grade ranging between 15-16% P₂O₅ is beneficiated to +31.54% P₂O₅.

Process Description (Major 4 Modules of IBP):

- **Crushing:**
LGO Crushed to -25mm in three stages. Stacked and reclaimed at this stage. The crushed ore of size (-) 25mm is stored in new Fine Ore Bin (FOB). The FOB is fed by existing tripper conveyor, which has been suitable extended to take care of new FOB. The crushed ore of size (-) 25mm is extracted from the bunkers with the help of belt feeders (BF-1/BF-2).
- **Grinding:**
LGO Ground up to 74 micron size (200 Mesh) required for flotation. The discharge of belt feeders (BF-1/BF-2) goes to a conveyor BF-3 and it feeds to conveyor BC-2. 1 no magnetic separator and 1 no metal detector has been provided in BC-1 conveyor to protect the Roller Press from any metal pieces. Belt conveyor BC-2 has been provided to receive the material from BC-1 and fed to Roller Press. The crushed ore from the roller Press goes to the wet screen through a belt conveyor BC-3. Wet screen is in close circuit with roller press. Screening is done at 1.8mm size. The over size goes back to roller press whereas the undersize goes to wet screen cyclones. The new wet screen cyclone separators (-) 200 mesh material in over flow and coarse material goes to any one of the existing grinding mills. The ball mill operates in closed circuits with hydro cyclones and over flow of hydro cyclone along with wet screen over flow constitutes the feed for bulk circuit. Under flow of hydro cyclone goes back to the mill.
- **Flotation:**
Removal of silica in I stage and dolomite in II stage froth flotation to enhance Apatite (P₂O₅) Level Double Stage Froth Flotation Process. In bulk floatation silica is removed as tailing and both apatite and dolomite are floated with the help of sodium oleate. The bulk froth goes to acid flotation circuit. Here phosphoric acid is added as a depressant for apatite, sulphuric acid is added to maintain the pH and sodium oleate is added as collector.
- **Filtration:**
The product of this section I phosphate concentrate and waste is carbonate concentrate. The phosphate concentrate goes to phosphate thickener where the pulp is thickened and thickened pulp is sent to filtration section, where phosphate concentrate is discharges as a cake containing about 15% moisture. The carbonate concentrate (waste) along with silica tail goes to carbonate thickener and thickened pulp at a pulp density of about 1.45 is sent to the tailing dam. The expected tailing generation at 37-38% weight recovery is about 1800MT/day. In tailing dam solids are retained and clear water is recovered and pumped back to acid water treatment plant. In acid water treatment plant, the acidic water of phosphate thickener overflow, carbonate thickener over flow and return water from dam is treated and treated water is used back in process.

5.12 MARKETING & QUALITY ASSURANCE

The integrated rock phosphate mining and beneficiation project of the SBU & PC - Rock Phosphate is the largest domestic source of phosphate for the Indian fertilizer sector that is world's third largest phosphate market. The future fortune of RSMML in general and SBU & PC - Rock Phosphate in particular therefore, rests in its competitive position within the Indian industry that is largely import dependent for both raw materials & finished products. The main stress of the SBU & PC - Rock Phosphate is to provide consistent quality of its products so as to maintain the competitiveness with international suppliers. In view of the diversification of its product base, during the year 2000, SBU & PC - Rock Phosphate had developed a new Phosphate Product for DAP/Nitrophosphate manufacturing units. This has

been a very fruitful venture of RSMML offsetting the complete dependency on the SSP segment and facilitating optimum utilisation of available resources. The requirement of Rock Phosphate for DAP manufacturing is mainly met through imports but it is for the first time that indigenous rock of Jhamarkotra mine has been technically made compatible for DAP/Nitrophosphate manufacturing segment. Over approximately the last 3 decades of operations particularly at Jhamarkotra, Company has established itself as a dependable source of phosphate rock in India. Different types of products currently produced by RSMML are as follows.

S. No.	Product	Specifications			
		% P ₂ O ₅	AI	MgO	R ₂ O ₃
1	Crushed – 1/2” size High Grade Rock Phosphate (for SSP Units)	30.0% (min)	15% (max)	1-1.5 % (max)	2.5% (max)
2	Crushed –1/2” size High Grade Rock Phosphate (For NSSP/DAP Units)	31.5% (min)	12% (max)	0.80% (max)	4.25-4.75 %
3	For Direct Application of Low Grade Rock Phosphate With Brand Name of Rajphos	18-20%	5-25%	3.50% (min)	NA
4	Beneficiated Rock Phosphate (Concentrate)	31.54% (min)	8.00% (max)	3.00% (max)	0.75% (max)

At present SBU & PC - Rock Phosphate has adopted modern techniques for proper quality maintenance for production of various finished products & LGO feed for Industrial Beneficiation Plant which involves following steps:

- i) Delineation & selective mining of different categories of ore from the mines.
- ii) Mechanized blending of different categories of ore in balanced way for providing consistent quality
- iii) Crushing & screening of the blend for further homogenization.
- iv) Stacking of crushed material & mechanized reclamation for consistent quality.

SBU & PC - Rock Phosphate has adopted number of pre dispatched quality checks at different stages through detailed sampling of ore so to avoid day-to-day quality variations. To provide the transparent system about the quality of the product for ultimate customers' satisfaction, third party sampling & analysis at the dispatch point itself has been adopted. Moreover a well-established departmental chemical laboratory exists at Jhamarkotra Mines, which is equipped with latest instruments.

5.13 PRE QUALIFICATION CRITERIA

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

- i.) The tenderer should have minimum turnover of Rs. 28.00 Lac in any one of the immediate preceding three financial year's i.e.2015-16,2016-17 & 2017-18 in its own name.
- ii.) Tenderer should have experience of successfully execution of one similar mining projects of at least 100 lakh (10 million) MT per annum of rock handling .
- iii.) Tenderer should have the valid license of Datamine software in its name.

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

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. Joint ventures/consortiums/partnerships are allowed to participate in this tender subject to the joint/several responsibility; in such cases the cumulative turnover of partners/members should be considered.

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

The tenderer/bidder who has earlier been suspended, or, banned, shall not be eligible to participate in this tender during their banning/ suspension period

Any person participating in the tendering process shall be subject to code of integrity & disclose conflict of interest, as defined in the rule 80 & should not have a conflict of the interest in the tender as stated in rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 & in the tender document. Appropriate action against such bidder in accordance with section 11 & chapter IV of the Act shall be taken, if it is determined that a conflict of interest has flawed the integrity of tendering process. Tenderer found to have a conflict of interest shall be disqualified.

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.

5.14 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder. The tenderer with the lowest quoted rate shall be decided as the successful tenderer i.e. L-1 tenderer.

SCOPE OF WORK

The Scope of Work Includes But Not Limited to Fulfill The Following

6.1 OBJECTIVE OF STUDY

The objectives of the Feasibility Report study is to review the Geological resources as per UNFC, existing data, reports, plans, present production levels, and production requirement of the company to evolve a long-term plan and future development strategy for profitable exploitation of the deposit. Preparation of Feasibility Report is required to submit IBM along with Modified scheme of mining in compliance to IBM. The production schedules in the Modified scheme of mining should be as per MOEF clearance granted.

The consultant shall prepare a Feasibility Report for Jhamarkotra rock phosphate mine, which will include engineering for implementation on annual scale. For this purpose exploration data, geotechnical & hydro-geological reports and other allied information/reports available on the project will form the base and start point. The zero date for the proposed Feasibility Report will be 01.04.2018. The projected pit configuration as on 01/04/2018 will be the starting point for the modified plans. The consultant will indicate pre project activities for dovetailing the present pit plan to the zero date plans.

The study shall address to the strategies to maintain the competitiveness of the project and should specifically mention:

- a) Updation of Rock Phosphate resources as per UNFC system of classification of different categories & grades commensurate for production of different phosphate products.
- b) Preparation of modified mining scheme in the existing workings of A-Ext, A, B blocks (Western Pit) and C,D,E blocks (Central Pit) and F,G blocks (Eastern Pit) by optimizing production capacities around 1.76 Million Tones (0.76 Million Tones of High Grade Phosphate ore & 1.00 Million Tones of Low Grade Phosphate Ore).
- c) Production schedule for the period of next mining scheme i.e. 2018-23. This includes plans and sections.
- d) Measures to reduce the cost of operation.
- e) Suitable marketing strategy (in terms of appropriate product mix) after analyzing various market segments and available resources.
- f) Evolving suitable scheme for multi-agency working system simultaneously i.e. departmentally and contractually for mining at the project.
- g) Dovetailing of the present technology and the preparation of long term mine plan with the future strategies so as to maintain the production levels during change over period.
- h) Mine dewatering scheme commensurate to the vertical development of the pits based on the studies previously being carried out by NIH, Roorkee.
- i) Design of Safe pit slope angles.
- j) Waste disposal & dump stability.
- k) Review of existing fleet and configuration of equipment & recommendations for the future.

The consultant shall review available exploration, geotechnical, & hydro-geological data/reports on mining, slope stability and dewatering and shall carry out the detailed assessments in respect of various heads as detailed out hereunder.

6.2 GEOLOGICAL RESOURCES & MINEABLE RESERVES ESTIMATION

The consultant shall review, examine & evaluate the geological data of the deposit as per UNFC system of classification and carry out Computerized Ore Body Modeling for ascertaining the confidence of grade & tonnage. Grade and tonnage estimation of different types of rock phosphate ore shall be carried out in order to estimate mineable ore reserve with requisite degree of confidence for the purpose of Feasibility Report comprising;

1. Pre feasibility Report
2. Mine Design
3. Production Planning and Scheduling
4. Grade Scheduling
5. Recommend additional exploration if any.

The consultant have to furnish the details of Geological resources & Mineable reserves & assay plans separately for High Grade & Low Grade ores on each sections for respective benches of all the blocks/pits. Sections to be considered for documentation of ore resources/reserves may be taken as existing geological sections or alternatively arbitrary sections lines could be taken for this purpose. However, consultants should ensure that the inter section distance between such section lines should not be more than fifty (50) meters. The consultant shall also provide the assay plan in excel format on the basis of ore body modeling at the interval of 50m cutting the perpendicular to ore body either easting or northing estimated average assay value of at least four radicals with bench wise quantum in all blocks.

The Geological resources/Mineable reserves estimation have to be carried out indicating the precision in terms of quantity in metric tonne and quality parameters in terms of P_2O_5 , SiO_2 , MgO , R_2O_3 , CaO & LOI . The grade estimations shall be based on geo-statistical techniques i.e. Kriging. Establishment of optimum cut off grade for LGO amenable to beneficiation. Consultant shall identify and recommend additional exploration work to be taken up in future. Consultant has to provide the separate Ore body wire-frame and block model for LGO & HGO in soft copy for ready to use with DATAMINE software.

6.3 HYDRO-GEOLOGICAL & GEOTECHNICAL ASPECTS

The consultant shall examine the data & reports available on Hydrogeology and Geotechnical Parameters and studies regarding sufficiency of data and effectiveness of present scheme of dewatering and slope angles. The consultant, based on the existing dewatering practices and system, present slope angles, monitoring data and DGMS rules & regulations shall recommend and incorporate suitable safe pit slope angles and dewatering rate in the updated long term mine plan. Apart from determination of safe pit slope angles the consultant will also suggest a scheme for maintaining and monitoring pit slope stability during the life of the mine. It is clarified that Hydro geological studies are not required to be taken up because we have already given the work to NIH, Roorkee.

6.4 PIT DESIGN & DEVELOPMENT STRATEGY

The consultant shall develop the mining strategy to ensure the optimum production level of different types of ores i.e. Low Grade Ore and High Grade Ore, maintaining the quality

parameters of the products as per market requirement. Consultant has to propose the number pushback in the mine life. Consultant shall evolve the pit optimization criteria based on all available requisite parameters such as:

- I. Cutoff grade, dilution & recovery
- II. Mining & crushing costs for High Grade Ore
- III. Mining & processing cost for Low Grade Ore
- IV. Mining, crushing & grinding costs for Low grade ore for direct marketing
- V. Other applicable cost parameters
- VI. Bench design parameters
- VII. Equipment requirement/size
- VIII. Existing manpower & maintenance facilities etc.
- IX. Estimation of other cost involved i.e. transportation, sales & quality control

Consultant shall develop optimized pit using Whittle 3D/4D or any other internationally accepted computerized technique and to determine the volume of excavation and mineable reserves in the optimized pit. The details of computerized techniques used for pit design by the consultant should be passed on to RSMML. Consultant shall determine the optimum pit bottom for each of the several blocks/ mine pit individually or after merging of two or more blocks/ mines, as the case may be. The optimum depth is to be established on the basis of techno economics. Consultant shall also evaluate the technical options of mining at deeper horizons, beyond optimum depth of exploitation by open cast methods.

Consultant shall evaluate development of optimum pit configuration in terms of ore and waste haulages, pit slope angles, bench height/width and safety aspects (as per Indian regulations). Consultant shall evaluate the development strategies for different pits in terms of operational sequencing, optimum ore handling, waste removal and haulage system. Based on the available mineable reserves and total volume of waste excavation suitable production level shall be fixed in consultation with RSMML.

6.5 EXCAVATION SCHEDULE & MINE PLAN

Based on the market strategy of company, recommend optimum production levels & product mix giving target removal of overburden and different ore products to ensure continuous feed to the beneficiation plant (with existing capacity and also with expanded capacity in future) and ore for direct marketing. Consultant shall develop the “Excavation Schedule & Mine Plan” for targeted removal of overburden and different types of ores so as to achieve the optimum production levels of different product mix maintaining the quality parameters of the products for direct marketing and to ensure continuous feed to the beneficiation plant (with existing capacity and also with expanded capacity in future). The scheme shall, in particular, indicate optimum production levels for:-

- I. High Grade Ore (HGO) for production of Crushed –1/2” size Rock Phosphate for SSP & DAP/Nitrophosphate fertilizer manufacturers;
- II. Low Grade Ore (LGO), predominantly dolomitic, which has to be beneficiated for the production of concentrate;
- III. Low Grade Ore for direct application.

Consultant shall develop ultimate pit plans and annual excavation plans. The plans shall incorporate the system of waste disposal & haulage of ore. The production scheduling should be detailed enough to give quarterly excavation program for initial seven years and annual excavation program for subsequent years of envisaged mine life. The consultant has

to provide the detailed plans and sections and production schedule for the next mining scheme i.e. 2018-23 to submit the same to IBM. While drawing the excavation schedule the consultant shall examine and incorporate the present practice of departmental and contractual excavation.

Based on the various factors consultant shall determine the details regarding the volume regime for overburden/waste & ore, mining losses & dilution, opening of benches & sequence of development of mining operation in the pits, providing approaches to the working areas and to the dumps from various pits. Consultant shall evolve suitable scheme of multi agency working to off load capital and operating expenses partially. The scheme shall specifically mention optimum apportioning of work (including the final dressing of terminal benches) among different agencies in various blocks/pits, showing the allocated area on the yearly plans for the first five year and on five-year plans for remaining life of the mine.

6.6 DUMP DESIGN

Evolve a system of overburden disposal with due care of stability of dumps, available sites, and existing statutory and/or environmental guidelines in India.

6.7 EQUIPMENT SELECTION, ADDITION & REPLACEMENT SCHEDULE

The consultant shall review the existing equipment configuration & fleet (HEMM) being utilized for departmental mining and recommend the addition and replacement schedule on annual basis, based on the production level, bench configuration (Lead, lift and strata conditions etc.) and life of mine duly taking into account the partial offloading of excavation to other agencies.

6.8 GENERAL FACILITIES

Company shall provide the details regarding present status of manpower, telecommunication, mine lighting, computerization, instrumentation, maintenance; crushing & other facilities are available at Jhamarkotra mine. The consultant shall review the existing set up in the above mentioned fields and is required to suggest additional requirement, if any.

6.9 FINANCIAL EVALUTAION

Carry out complete financial evaluation of the project with the updated feasibility report giving the additional capital investment required, cost of operation, cash flows, and profitability. The Consultant is required to carry out the financial evaluation, which shall include the following:

- I. Financial Analysis
- II. Detailed capital cost of plant and mine is modified to the extent if new beneficiation plant suggested & mine with dumping yard and way is too established.
- III. Estimated cost and profitability at various levels of production (say 80% to 90% and 100%) and determine the break-even point.
- IV. Annual operating costs including fixed and variable cost.
- V. Incidence of social overhead on the capital and working cost.
- VI. Cash flow and fund flow.
- VII. Net cast flow and IRR by DCF analysis for the envisaged project life.
- VIII. The capital cost and operating cost for the mine. Separate assessment may also be made for the capital cost and operation cost for the high and low-grade ore.

6.10 TIME SCHEDULE / Period of Contract

The consultant shall submit a draft report along with Plans in 3 copies to RSMML within a period of 120 days from the date of work order/LOI. After approval of draft copy the consultant will have to submit the final report in 5 copies within 15 days from the date of approval of the draft report or 180 days from the date of LOI whichever is LATER. All documents & reports obtained by consultant from RSMML shall also to be returned along with the final reports.

6.11 OBLIGATION OF RSMML

RSMML will provide –

- a) Hard copy of previous report / study which have been prepared earlier,
- b) Hard copy of last approved mining scheme,
- c) Projections of excavation schedule,
- d) Litho logs of all boreholes in soft (excel format),
- e) Updated ore contacts of entire exposed ore-body,
- f) Existing Production cost per tonne,
- g) Sale Price of various products,
- h) Existing working in soft (Cad Format),
- i) Any other relevant available information about the Jhamarkotra Integrated Project if required so

6.12 DETAILS TO BE FURNISHED BY CONSULTANT ALONGWITH THE PROPOSAL

- i. The consultant will provide a detailed scheme indicating the methodology suggested for carrying out the work as mentioned under scope of work.
- ii. The consultant shall furnish a description of facilities in terms of man-power (technical). Consultant shall also furnish organization chart indicating the name of projects Manager/Co-coordinator and Specialist engineers to be engaged for the above work and along with their qualifications. Consultant shall furnish detailed list of activities to be performed by them. Consultant shall furnish a detailed bar chart indicating the schedule for all major activities to be performed by them to complete the job as per Scope of Work and time schedule.

6.13 OTHER TERMS & CONDITIONS

A) Payment to Consultant:

RSMML shall pay consultant for services performed in accordance with the agreed payment terms and rate of remuneration. The payment term read as under;

- a) 30% on submission of draft report,
- b) 30% after 30 days from submission of corrected final report,
- c) Balance 40% after acceptance of final report.

B) Ownership of Documents:

- i. All reports, drawings, plans, designs and specifications prepared by consultant hereunder shall be the property of RSMML which shall have the right to use the same solely for the purpose of the project described herein or otherwise by RSMML.
- ii. All drawings, design, data, formats and specifications provided by RSMML/Owner to the consultant shall remain the property of RSMML/Owner and consultant return the same to RSMML/Owner as and when requested by RSMML/Owner to do so except for one (1) copy of the same for legal/archival purpose only if required, subject to non transferability to any other party.

C) Liability of Consultant:

- i. All expenses regarding traveling, boarding, lodging, transportation of man and material for the above work up to the mines shall be borne and provided by the consultant. All other inputs and arrangements necessitated for perfect completion shall be borne by the consultant.
- ii. In case of non-compliance of any accepted terms and conditions for the above work or if the work is not completed as per schedule and time set for the above work the company has the right to terminate the contract and to get it completed on the risk and cost of the consultant to whom the work is allotted.

D) Secrecy by Consultant:

The consultant shall maintain all information provided by the RSMML in strict confidence and shall not use except the purpose of this study. All the reports, drawings, details, designs & other documents submitted by the consultant shall become the property of the company (RSMML). The consultant shall maintain the secrecy of such information & shall not use it except for the purpose of this work.

CHAPTER 3 – SCC

PERIOD OF CONTRACT, QUANTUM OF WORK, COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR DELAYED OPERATION ETC.

7.1 PERIOD OF CONTRACT

- I) The period of contract for the work envisaged under this tender shall be six months from the date of issuance of Letter of Acceptance.
- II) The period of contract shall commence from the date issuance of letter of acceptance. The Consultant shall commence the work within a period of 15 days from the date of issue of LOA/DLOA; this period shall be termed as Mobilization Period.

7.2 QUANTUM OF WORK

Consultant shall execute the work of “Preparation of Feasibility Report of Jhamarkotra Rock Phosphate Mine with the help of latest technology skill as per existing data, reports, plans, present production levels, and production requirement of the company to evolve a long-term plan and future development strategy for profitable exploitation of the deposit and it also includes review the Mineable reserves & Geological resources as per UNFC on the basis of present exploration data” as specified in the tender.

7.3 COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR DELAYED OPERATION

For Delay in commencement:

In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.

For Delay in completion:

- i. In case the Contractor fails to submit the draft report along with plans in three copies within a period of 120 days from the date of issuance of LOA/DLOA, and is established that the delay is on account of contractors lapses, the company shall recover a pre determined and agreed compensation @ 0.5% (zero point Five percent) of total value of contract plus applicable GST on weekly basis from the contractor.
- ii. Further in case of delay in submission of final report within 15 days from the date of approval of the draft report the company shall recover a pre determined and agreed compensation @ 0.5% (zero point Five percent) of total value of contract plus applicable GST on weekly basis from the contractor.
- iii. The compensation levied by company, if any, will also attract GST on compensation amount as per prevailing rate.

7.4 RATE OF REMUNERATION & PRICE VARIATION

- D) The Consultant, in lieu of the services rendered for the work under Scope of Work and in view of terms and conditions mentioned herein, shall be entitled to remuneration. RSMML shall pay consultant for services performed in accordance with the agreed payment terms and rate of remuneration. The payment term read as under;
- i. 30% on submission of draft report,
 - ii. 30% after 30 days from submission of corrected final report,
 - iii. Balance 40% after acceptance of final report.
- II) The price quoted and finally accepted by the company shall be deemed to include and cover all costs, expenses, taxes, duties, levies and liabilities of every description and all risk of every kind to be taken in execution except GST. No increase in rates on these accounts shall be permitted, except as mentioned in the tender document.
- III) The schedule of rate or contract rate or rate of remuneration shall include an indemnity to the Company which the Consultant hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials octroi or other municipal or local board charges, fees, cess, as applicable on materials, equipment or machinery to be brought to site for use on work, shall borne by the Consultant.
- IV) Further, in case any new tax/levies etc., made applicable on the remuneration paid to the consultant for this work in future, then such amount paid by the consultant to the Government on this account would be reimbursed/ recovered to/from the consultant on submission of documentary evidence in this regard.

CHAPTER 4 – SCC

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
(Authorized Signatory)
Seal & Date

**(On the letter head of the tenderer)
LETTER FOR SUBMISSION OF TENDER**

DATE:

To:

The General Manager

.....

Udaipur (Raj).

Ref: Preparation of Feasibility Report of Jhamarkotra Rock Phosphate Mine with the help of latest technology skill as per existing data, reports, plans, present production levels, and production requirement of the company to evolve a long-term plan and future development strategy for profitable exploitation of the deposit and it also includes review the Mineable reserves & Geological resources as per UNFC on the basis of present exploration

Ref: e-Tender No. RSMM/CO/GGM(C)/Cont-26/18-19 Dated: 09.01.2019

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same.
 2. I/We agree to complete the contract within specified period/time schedule as specified in the tender document, at the accepted schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document. I/We shall pay compensation to the company in case of failure on my/our part, as per the provisions and stipulation contained in the terms and conditions of the tender document.
 3. I/We have deposited the requisite Earnest Money as per NIT in the form of crossed Demand Draft from Nationalised/Scheduled Bank in favour of RSMML payable at Udaipur, particulars thereof are mentioned herein below.
- | DD No | Date | Name and Address of Bank | Amount |
|--------------|-------------|---------------------------------|---------------|
| | | | |
4. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
 5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount of Rs. ...and/or security deposit as mentioned in tender document, or pay to the company or it's successors such sums of money as stipulated in the conditions contained in the tender documents. The Company shall also be at liberty to withdraw and cancel the notice of acceptance of tender (LOA) including forfeiture of the Earnest Money amount of Rs....and/or security deposit as mentioned in tender document. if the consultant fails to complete the following within overall period of 30 days from the date of issue of LOA;
 - a. Furnishing of security deposit
 - b. Execution of agreement
 6. I/We are fully aware of the statutes/laws/rules in connection with working in a mine. I/We agree to abide by the statutory provisions applicable to the mines.
 7. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
 8. I/We hereby confirm that Price Bid- (Part II) of the tender contains no stipulations.

Date, the _____ day of, _____ 2018.

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

(Indicate the capacity of the person signing the tender form)

Witness

Name Address :

Check list to be enclosed with 'techno-commercial (part-I) bid'

e-Tender No. RSM/CO/GGM(C)/Cont-26/18-19 Dated: 09.01.2019

Name of Tenderer_____

The Check List should be submitted' along with TECHNO-COMMERCIAL (PART-I) BID' in the Performa as given below:-

1	Name of the tenderer	
2	Address for Communication with the tenderer	
3	Telephone Number & Fax number	
4	Status of the tenderer: Individual/ Partnership firm /Proprietorship firm/ Co-operative Society registered under RCA/ Private Limited Company/ Public Sector undertaking /any other NB: Attach supporting documents (partnership deed, certificate of registration of firm etc.) duly attested in support of your status	
5	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
6	Turn over during last three financial years. 2015-16 2016-17 2017-18	
7	Whether Enclosed duly attested copies of C.A. certified/audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
8	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
9	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement
10	Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation is pending against him with the company & other companies, in relation to the work. If any, give details.	Yes /No.
11	PF account No. with Copy of P.F. registration certificate or affidavit as per annexure-C	
12	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
13	Details of Earnest money deposited Demand Draft /Pay order.	No. & Date. Name of Bank Payable at
14	Undertaking that 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 enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
15	PAN No.	
16	GST Registration Number	
17	Status of registration under MSMED Act along with copy of certificate	
18	Any other (please specify)	

(Authorised Signatory)

Name of the Tenderer: -----

Designation/ Relationship of the
Authorised Signatory with the tenderer:

Date: -----Place: -----

(On the letter head of the tenderer)

EXCEPTIONS AND DEVIATION

e-Tender No. RSMM/CO/GGM(C)/Cont-26/18-19 Dated: 09.01.2019

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

Name and signature of Tenderer

PART-II PRICE OFFER

The Price Bid should be submitted online only: in the prescribed format available on the website of www.eproc.rajasthan.gov.in

e-Tender No. RSMM/CO/GGM(C)/Cont-26/18-19 Dated: 09.01.2019

Price Performa for the work of “Preparation of feasibility Report”

Particulars	Rate (in Rs)
	(Lump sum In Words & In Figures) Exclusive of GST
<p>Preparation of Feasibility Report of Jhamarkotra Rock Phosphate Mine with the help of latest technology skill as per existing data, reports, plans, present production levels, and production requirement of the company to evolve a long-term plan and future development strategy for profitable exploitation of the deposit and it also includes review the Mineable reserves & Geological resources as per UNFC on the basis of present exploration data.</p> <p>The zero date for the proposed Feasibility Report will be 01.04.2018. The projected pit configuration as on 01/04/2018 will be the starting point for the modified plans / schemes. The consultant will indicate pre project activities for dovetailing the present pit plan to the zero date plans.</p>	<p>Rates to be quoted online in prescribed format at www.eproc.rajasthan.gov.in</p>

NOTE:

- i.** All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
- ii.** The rates will remain firm & fixed except escalation provided in the tender document.
- iii.** The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract(up to last date of submission of bids).

Name and signature of Tenderer with office seal

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector Bank(except SBI)/ICICI/Axis/HDFC having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/-)

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 Consultant) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of the Consultant and agreement dated _____ entered into between RSMML and M/s. _____(Consultant), hereinafter called ‘the said letter of Acceptance/agreement’ which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____(Rs. _____) being equivalent to _____% of Contract value of Rs. _____.

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

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

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

IN WITNESSETH I, HEREBY _____SON OF _____ (designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____this the __ day of ____2013.

DECLARATION BY THE CONSULTANT

- i) I/We undertake that I/we have not enclosed / mentioned any additional condition and any deviation from the above tender document.
- ii) I/we have also ascertained all information, whether technical/commercial or otherwise.
- iii) I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- iv) I/We do hereby agree and undertake, not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

(Authorised Signatory)
Name of the Designation/ Relationship of the
authorised Signatory with the tenderer

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

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

Signature of consultant with address.

Annexure-D

Affidavit

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

.....
Name of Tenderer.....

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

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML.
- (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/we hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us."

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

Place:

Date:

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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

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.