



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

FOR

Transportation of 10000 numbers of saplings from Forest Department, State / Central Government - Udaipur to proposed site, its loading & unloading thereof, cutting of unwanted bushes, digging of pits as per specification, planting of above saplings, its watering, providing fertilizers & insecticides, watch & ward , maintenance etc. in the area Over Burden Dump yard, Sides of main haulage road and acquired land within Lease Hold Area in Two Phase of one year each at Jhamarkotra Rock-phosphate mine, Udaipur

e-Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020

Issued by

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

Cost of Non Transferable Tender Document (including GST) : Rs 1180/-

Date of downloading of Tender: From 17.01.2020 to 18.02.2020 up to 1:00 PM

Last Date of Online Submission of Tender: 18.02.2020 up to 3:00PM

Date of Opening of Techno-commercial Part (Part I): 19.02.2020 at 3:30 PM

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

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

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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



Ref no. Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20

Dtd 17.01.2020

E-DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Period of Contract	Bid security / Earnest Money
Transportation of 10000 numbers of saplings from Forest Department, State / Central Government - Udaipur to proposed site, it's loading & unloading thereof, cutting of unwanted bushes, digging of pits as per specification, planting of above saplings, its watering, providing fertilizers & insecticides, watch & ward , maintenance etc. in the area Over Burden Dump yard, Sides of main haulage road and acquired land within Lease Hold Area in Two Phase of one year each at Jhamarkotra Rock-phosphate mine, Udaipur	2 Years	Rs.38000-
Cost of tender document is Rs. 1180/- inclusive of GST, payable by D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee	Rs.500/- payable by DD in favour of MD RSL, payable at Jaipur	
Period of downloading of tender documents	From 17.01.2020 to 18.02.2020 up to 1.00 pm.	
Last Date & Time of online Submission of offer	Dated 18.02.2020 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 19.02.2020 at 3.30 pm at C. O. Udaipur	

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

- The Tenderer should have **minimum turnover of Rs 3.55 Lacs** in any one of the immediate preceding three financial years i.e. 2016-17, 2017-18 and 2018-19.

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

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 online submission of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint and/or several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

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

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

General Manager (Contracts)

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

SECTION - II

DEFINITIONS & INTERPRETATIONS

DEFINITIONS:

- 2.0 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 2.1 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** 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.
- 2.2 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2.3 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.4 **“Head of SBU & PC –Rock phosphate”** shall mean the Group General Manager for the SBU &PC – Rock phosphate of RSMML or his successor in the office so designated by the Company.
- 2.5 **“General Manager”** shall mean the General Manager of Rajasthan State Mines & Mineral Limited so designated for Jhamarkotra Rock Phosphate Mine/Corporate office of RSMML or his successor in the office so designated by the Company.
- 2.6 **“Agent”** shall mean the Agent of Jhamarkotra Rock-Phosphate Mines nominated by the company in this behalf under Mines Act 1952.
- 2.7 **“Officer-In-Charge”** shall mean the officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU &PC- Rock-Phosphate.
- 2.8 **“Officer-In-Charge’s Representative”** shall mean any manager or assistant to the Officer-in-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 2.9 **“Mine Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock-Phosphate Mine of Rajasthan State Mines & Minerals Ltd. under Mines Act 1952.
- 2.10 **“Approved”** shall mean approved in writing by the Company/ Officer-In-Charge.
- 2.11 **“Attested”** shall mean attestation of the photocopy of documents by the First Class Magistrate /Gazette Officer/Notary Public.
- 2.12 **“Clause”** shall mean the clause & sub-clause of this document &/or agreement etc.
- 2.13 **“Tender”** shall mean the offer submitted by the contractor against this inquiry for acceptance by the company.
- 2.14 **“Contract”** shall mean the agreement between the company and the contractor for execution of the work/s including therein all documents such as invitation to tender/bid, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of

- work, drawings, letter of acceptance / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.15 **“Contract Period”** shall mean the period agreed & allowed for execution of the contract & settlement thereof.
- 2.16 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.17 **“Tenderer” or “Bidder”** shall mean the Individual, Firm or Company whose tender has been accepted by the company & shall include his/its/ their legal representatives, administrators, successors and executors.
- 2.18 **“Contractor”** shall mean the person or persons, or company whose tender has been accepted by the company & shall include his/its /their legal representatives, administrators, successors, executors.
- 2.19 **“Letter of Acceptance”** shall mean intimation by a letter/ telegram/fax/e-mail to contractor that his/ its tender has been accepted, in accordance with the provision contained in the letter/fax.
- 2.20 **“Commencement of Work”** shall be reckoned from the date of issue of letter of acceptance (LOA) /DLOA whichever is earlier including the stipulated mobilization period.
- 2.21 **“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.
- 2.22 **“Tendered Rates”** shall mean rate entered in figures and words in schedule/s by the Contractor for execution/ performance of all contractual obligations as per terms of the contract.
- 2.23 **“Contract Rate” or Schedule Rate” or “Tendered Rates” or Rate of Remuneration”** shall means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations as per terms of the contract.
- 2.24 **“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.
- 2.25 **“Alternation/Variation order”** means, any order given in writing by the Officer-In-Charge to the Contractor 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.
- 2.26 **“Financial year”** means a period of twelve months commencing from 1st April of a calendar & up to 31st March of succeeding calendar year.
- 2.27 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the company for the execution of the contract.
- 2.28 **“Specification”** shall mean directions, various technical specifications ,provisions & requirements attach to & referred to in the contract, which pertain to the method &

manner of the performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the company or the Officer in-Charge from time to time & notified/communicated to the contractor during the course of performance of this contract & provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations or regulation codes.

- 2.29 **“Shift”** shall mean the time period notified by the competent authority of mine .At present there are three shifts viz., I shift (timing are from 6.00AM to 2.00PM),II shift (timing are from 2.00PM to 10.00PM & III shift (timing are from 10.00PM to 6.00AM) & General Shift(timing are 8.00AM to 4.30PM).
- 2.30 **“Statutory obligations”** would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas and to those, which may come force during entire period of contract.
- 2.31 **“Specified /designed location/place”** shall mean allocated area for specific purpose by the company from time to time.
- 2.32 **“Final Certification 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- Rockphosphate.
- 2.33 **“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.

INTERPRETATIONS:

- 2.34 Headings of all the paragraphs are indicative only and are not intended to provide explanation &/or complete details thereof.
- 2.35 Wherever it is mentioned that the Contractor shall do or perform or cause to certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.36 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.37 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.
- 2.38 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.

- 2.39 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.
- 2.40 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.41 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.
- 2.42 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.
- 2.43 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.44 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.
- 2.45 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

DECLARATION BY THE CONTRACTOR

- 2.46 The Tenderer do hereby confirm and declare that they have independently inspected existing crushing units and different loading points of Jhamarkotra Mines including other related areas, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, facilities etc. at Jhamarkotra Mines.
- 2.47 The Tenderer has also ascertained the location and situation of area/site where as Contractor it would be required to undertake the loading work including existing/proposed approach road/s and other data, information, particulars etc. appreciating all pros and cons, availability of source of water in the area, availability of land and its location/distance from site camp, stores, etc. and all such other information, whether technical/commercial or otherwise.
- 2.48 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, 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 Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 2.49 The tenderer has also taken note of a fact that it is an operating mines area, where besides departmental activities, various other contractual works are being executed. The contractor has to execute this work in close coordination with the concerned agencies

SECTION-III

INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (contracts), RSMML, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (contracts), RSMML, Udaipur, on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor

from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

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

3.2 Tender Procedure

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

3.3 Tender Document Fee

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 500/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand

Draft or Banker's Cheque should be deposited physically at office of Group General Manager (contracts), RSMML, Udaipur on or before the date and time of submission of the Tender.

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

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

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

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

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

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

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

ADDENDA/CORRIGENDA

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

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

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

- i) Details of Earnest Money Deposit.
- ii) Power of Attorney in favour of the authorised representative signing the tender, as required.
- iii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
- iv) Copy of PAN NO & GSTIN Certificate.
- v) Attested copy of the CA certified/ Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- vi) Provident Fund Account Number of establishment and its effective date/ undertaking as per enclosed format.
- vii) Duly filled forms 1-3 of tender document
- viii) Undertaking & affidavit as per annexure- C & E of tender document.
- ix) “Exceptions & Deviations statement” to be submitted by the tenderer as per tender format in form 4.

- 3.19 Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.20 PART-II Price Bid’ (BOQ)

- (a) The ‘Price Bid’ shall be submitted online in the prescribed format only. The tenderer is to quote the rate for tendered work in the prescribed price format in

BOQ as provided in the tender document at www.eproc.rajasthan.gov.in otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate

- (b) The rates are to be quoted in Rupees as per the price format.
- (c) The tenderer shall quote the Minimum remuneration acceptable to them for Per plant planted/ per month basis (as per the scope of work) inclusive of all duties levies except GST. While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (d) Rate should be quoted taking into consideration, all Costs, Expenses, Levies & Taxes, Fee, Salary, Wages, PF contribution, Fuel, Electricity, maintenance and repairs etc. except GST No extra payment on any ground whatsoever shall be considered and/or is admissible.
- (e) The rates once accepted by the company shall remain firm, fixed and binding during the entire contract period and extended contract period, if any. No revision will be allowed or be considered on any ground whatsoever, except that provided under Price Variation clause.

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS/Delayed Bid

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

- 3.25 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 4. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY / EARNEST MONEY

- 3.26 The tenderer must pay Earnest Money for the option opted as per DNIT (having validity of three month) in the form of crossed demand draft in favour of "RSMML" and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria

and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

- 3.27 The earnest money of a tenderer shall also be forfeited in the following cases:-
- i If the tenderer withdraws or modifies the offer after submission of the tender
 - ii If the successful tenderer does not commence the work within the stipulated time period.
 - iii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within prescribed time of work order/LOA issued in favour of tenderer.
 - iv If the tenderer does not execute the agreement, in the prescribed form within prescribed time 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 alongwith the tender or thereafter.

VALIDITY

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

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

EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

EVALUATION OF TECHNO-COMMERCIAL BID

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

NEGOTIATIONS

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

CORRECTION OF ERRORS

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

PROCESS TO BE CONFIDENTIAL

- 3.40 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a

Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

- 3.41 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

SIGNING OF THE CONTRACT AGREEMENT

- 3.44 The successful tenderer is required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company preferably 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 contractor.
- 3.45 The contract agreement shall consist of –
- i) An agreement on non-judicial stamp paper of appropriate value,
 - ii) Tender document, along with the addenda/corrigendum, if any.
 - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

INTERFERENCE WITH PROCUREMENT PROCESS

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

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

RIGHTS OF COMPANY

- 3.47 The Company reserves the right –
- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.

- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii) to further split the work amongst more than one contractors, if considered expedient at the sole discretion of the company
 - iv) To increase / decrease the quantity and period of contract without any additional obligation on it.
 - v) Not to carry out any part of work.
 - vi) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.
- 3.48 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

REFUSAL / FAILURE

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

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT:

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

SECURITY DEPOSIT (SD):

- 4.4. The successful tenderer shall furnish a Security Deposit of 10% of total contract value in favour of RSMM, Udaipur, with in a period of 30 days from the date of issuance of LOA/DLOA . The total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract. S.D. can be submitted through D.D. or Bank Guarantee in the prescribed form as per approved format of Company on non-judicial stamp paper of 0.25% of BG amount subject to maximum of Rs. 25000/- or on appropriate value as per stamp duty act prevailing on the date of issuance of BG. B.G. from Public sector Bank (except SBI), ICICI, Axis, HDFC Bank having branch at Udaipur will only be accepted.
- 4.5. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided the Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.
- 4.6. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.7. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9. In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

- 4.10. In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.11. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12. No interest is payable on S.D. amount.
- 4.13. In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

PROVIDENT FUND:

- 4.14. Contractor shall be wholly responsible for complying with the fulfilments of the provisions of the Employee Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.15. The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.16. The tenderer who are not coming under the preview of EPF&MP Act but are required to deposit the PF due to applicability of the Contract Labour (R&A) Act, 1970 may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-C) for this purpose will be furnished on a stamp paper of appropriate value with the Techno-Commercial (Part-I) of the offer.
- 4.17. However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, wages/salaries paid to them, amount of PF deducted from salaries of the labors/employees and employer's contribution, amount deposited in RPFC office against/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Officer-In-Charge.

SUB-LETING OF WORK:

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

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

- 4.19. The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

- 4.20. The contractor shall be liable for payment of the minimum wages rate as per the notification issued from time to time by the office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India, and New Delhi.
- 4.21. The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.
- 4.22. The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

STATUTORY OBLIGATION:

- 4.23. The contractor shall be responsible for the payment of any & all contributions, duties, levies and taxes payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliances at his own cost with all obligations and restrictions imposed by the labour law or any other law affecting employer- employee relationship & the contractor further agrees to comply & to secure the compliances by all his sub-contractors if any, all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agree at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines Safety & Indian Bureau of Mines etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

4.24. TAXES:

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However , the rates will be inclusive of any other levis and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation(except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

4.25. VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

The company shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

WAIVER & LIABLE TO PAY COMPENSATION:

4.26. In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the contractor for past and future compensation shall remain unaffected.

4.27. In the event the company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Officer-In-Charge, otherwise the Officer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Officer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Officer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

DISCREPANCIES BETWEEN INSTRUCTIONS:

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

DAMAGE TO PROPERTY:

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

POWER OF ENTRY:

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

- i. Contractor has failed to execute the Contract in conformity with contract document or
- ii. Contractor has substantially suspended work or the works for a continuous period of 15days without permission from the Officer In charge, or
- iii. Contractor has failed to carry on and execute the works to the satisfaction of the Officer In charge, or
- iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
- v. Contractor has abandoned the work; or
- vi. Contractor during the continuance of the contract has becomes bankrupt,

4.34. Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

POWER TO ORDER SUSPENSION OF WORK:

- 4.35. The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the officer-in-Charge, furnish the reasons, necessitating such suspension of work, & obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider making some ad-hoc/ advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

COMPANY MAY DO PART OF WORK:

- 4.36. Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor.
- 4.37. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

SAFETY, SANITARY & MEDICAL FACILITIES:

- 4.38. The Contractor and/or his sub-contractor and their employees if any, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Officer-in-Charge at the Contractor's expenses.
- 4.39. The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.40. The Contractor shall promptly and immediately report serious accidents to any of his employees to the Officer-In-Charge / Mines Manager and shall make at his cost

immediate arrangements to render all possible medical and other assistance to such affected employees/persons.

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

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.42. The contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including but not limited to the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.
- i. The Contract Labour (Abolition & Regulations) Act, 1970
 - ii. The Payment of Wages Act, 1936
 - iii. The Employee's Provident Fund Act, 1952
 - iv. The Employees' Provident Fund Scheme, 1952
 - v. The Payment of Bonus Act, 1965
 - vi. The Mines Act, 1952
 - vii. The Payment of Workmen's Compensation Act, 1923
 - viii. The Minimum Wages Act, 1948
 - ix. The Payment of Gratuity Act, 1972
 - x. The Mines Vocational Training Rules, 1966
 - xi. The Fatal Accident Act, 1985
 - xii. The Motor Vehicles Act, 1939
 - xiii. The Apprentice Act
 - xiv. The Industrial Dispute Act, 1947
 - xv. The Standing Orders Act, 1946
 - xvi. RTPP Act
- 4.43. It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.44. The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.45. All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.
- 4.46. The Contractor shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

COMPENSATION AND LIABILITY:

- 4.47. Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- 4.48. In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Officer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Officer -in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Officer -in-Charge.
- 4.49. The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

LIABILITY FOR ACCIDENT TO PERSONS:

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

FORCE MAJEURE:

- 4.52. Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety , other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or 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.

SERVICE OF NOTICE ON CONTRACTOR:

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

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

- 4.54. Notice and communication addressed to the Company or the Officer-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 authorized representative at Jhamarkotra Mine, Udaipur &
 - (b) In the case of the Officer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.55. Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.56. If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor:
- 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 contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contractor and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

- 4.57. Before determining the contract, as aforesaid, and provided that, in the judgment of the company, the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.58. In the event of the Company proceeding in the manner herein above prescribed-
- a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The company shall have the right to take the possession of the site for completing the work or any part thereof ,with any or all such materials ,equipments, machinery ,tools & tackles belonging to the contractor as may be deployed /used for the work.
 - b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 4.59. The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.60. 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.

DISPUTE, JURISDICTION:

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

4.64. 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 with in a period of ten days from the date of such decision or action, omission as the case may be clearly given the specific ground on which he feel aggrieved on the form no.1 (see rule 83) – Memorandum of Appeal under the Rajasthan Transparency in public procurement Act – 2012 with prescribed fees.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

APPLICABILITY:

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

LOCATION AND ACCESSIBILITY OF SITE:

- 5.2 Jhamarkotra Rock Phosphate deposit is situated 26 Kms. Southeast of Udaipur city & falls in Tehsil Girwa in Udaipur District, (Rajasthan). Jhamarkotra deposit is situated on a range of hills rising to a maximum height of 620m above MSL. The area is served by three Railway Station Viz. (1) Kharva Chanda (Southwest – 10Kms.), (2) Umra (Northwest – 12 Kms) and (3) Udaipur; all lying in Udaipur- Himmatnagar meter gauge Railway Section of North Western Railways. It is also connected by a tarred road to Umra village (12 Kms) and Udaipur (29 Kms) as well as State Highways. Jhamarkotra can also be reached from Udaipur Airport (42 Kms) on Bombay-Delhi Air route. The climate is semi arid with temperature varying from 15 degree centigrade in January to 40 degree centigrade in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 44 degree centigrade in summer and drops to 0.5 degree centigrade in winter. The average rainfall is 638mm per year mostly restricted to 4 months of June to September. Occasional scanty precipitation may be there during winter season.
- 5.3 Tenderer must get them fully acquainted with the description & volume of the work, route, distance, location of the plantation site given in the tender before quoting their rates. Tenders received shall be deemed to have been submitted after fully acquainted themselves of all factors & other peculiar conditions of the work under contract. The tenderer shall not be allowed to & are not entitled to raise any dispute/objection whatsoever or to raise any claim of damage/compensation with regards to site & climate condition, stoppage, volume of work, etc at any stage &/or that the workers employed by him demanding higher rates of wages & that the cost of work has gone up for any reason/ground what so ever except variation in taxes as provided in the tender.

CRITERIA FOR DECIDING LOWEST TENDERER:

- 5.4 The lowest tenderer (L-1) shall be decided on the basis of total contract value .Total contract value will be arrived as follows:- (rate of sapling per plant X 10000) + (Rate on monthly basis X 24 Months)
The final figure so achieved will decide the total contract value for this purpose of deciding lowest bidder.

PREQUALIFICATION CRITERIA:

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

- i) The Tenderer should have minimum turnover of Rs. 3.55 Lacs in any one of the immediate preceding three financial years i.e. 2016-17, 2017-18 and 2018-19.

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 online submission of tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

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

The bidders/ tenderers who have been banned/ suspended by the company may not be able to participate during the banning / suspension period.

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

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK:

- 5.6 Attested copy of Detailed Letter of Acceptance (DLOA/LOA) for this contract.
- 5.7 Details of the personnel who will be engaged for execution of this contract.
- 5.8 Before commencement of work ,contractor shall required to obtain & submit us suitable insurance policy covering workmen compensation for all working at site against any injury or death. This insurance policy shall be valid till the completion of the work in all respect.

MAINTENANCE & SUBMISSION OF RECORDS, REPORTS & REGISTERS:

- 5.9 The contractor shall have to furnish the statement of work done by him duly signed by the authorized person in the form of report(s) in the format prescribed by the Officer-Incharge on daily basis &/or intervals by the company to the Officer-Incharge or to his authorized representative.
- 5.10 The contractor shall have to ensure & maintains all records, registers, details etc., as required by the Company and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the company and/ or its authorized representative at such place & time as may be directed.
- 5.11 Authorized representative of the company shall have full authority to inspect such records at any time during the contract period.

OTHER RESPONSIBILITIES OF CONTRACTOR:

- 5.12 Contractor shall be responsible for Comprehensive or any other better insurance policy of their employee at his own cost covering Workmen Compensation Act and Fatal Accident Act. The insurance policy is to cover the claims towards the injury caused to the persons & property of the company or to injury to any third persons/property .The contractor shall makes available attested copy of valid insurance policy to the officer in Charge before commencement of the work.
- 5.13 Contractor shall be responsible for deposition of PF of their employee to concerned authorities & copy of the same shall be submitted along monthly bill/s.
- 5.14 All expenses regarding travelling, boarding, lodging, transportation of man and material for the above work shall be borne by the contractor.
- 5.15 Contractor shall be responsible for providing shelter, accommodation, drinking water, medical aid etc to his /their employees at his own cost.
- 5.16 Contractor shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- 5.17 Contractor shall be fully responsible & liable for any accident & /or damage to equipments ,employees or any other third parties at the mine in course of performance of the job under this contract & consequential claims.
- 5.18 Contractor shall have to arrange fuel, lubricants etc. required for carrying out the work as required herein.
- 5.19 Contractor alone shall be responsible & liable for payment of wages, charges etc in discharge of legal obligation in respect to staff employed by him at all times during the contract & termination /completion o f the contract.
- 5.20 Contractor shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any. First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups & vocational training of employees/ persons working with them.
- 5.21 Contractor and/or his sub-contractor and their employees if any, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Officer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Officer-in-Charge at the Contractor's expenses.

SCOPE OF WORK:

- 5.22 The scope of work under this contract shall consist and comprise of but not limited to the following: -
- a) Transportation of the 10000 numbers of saplings by its own arrangement from forest nursery of State/Central Forest Department, Udaipur or any other nursery nearby Udaipur as directed by EIC for plantation site near Over Burden Dump yard, Sides of main haulage road and acquired land within Lease Hold Area in Two Phase of 5000 saplings one year each at Jhamarkotra Rock-phosphate mine, Udaipur.
 - b) The cost of saplings purchased from Forest Department/nursery after consent of Engineer In Charge in respect of quantity and quality of saplings shall be paid by the contractor and same shall be reimbursed to the contractor immediately after submission of documentary proof in original,
 - c) Loading & unloading of the above sapling at nursery/plantation site,
 - d) Cutting of unwanted bushes & cleaning the area ,digging of pits having size (0.45 mx0.45mx0.45m) at interval of 5Mx5M for plantation, planting & watering of saplings, arrangement of water for plantation at its own cost, providing fertilizers & insecticides in the pits , Keeping watch & wards of sapling round the clock during the tenure of contract.
 - e) Maintenance of plants including watering, arrangement of water for plantation at its own cost from hydrant in mines, hoeing & weeding regularly, providing fertilizer& sprinkling of insecticides/ pesticides/cow or goat dung manure/chemicals as per need for growth of plants, providing labour for watch & ward round the clock during the tenure of contract for the planted saplings/trees.
 - f) For protection of plants suitable fencing of babool/cactus along the periphery of total planted area/individual plant as per site condition.
 - g) Effective watch and ward shall be adjudged by the survival of plants in the field and jointly verified by EIC and Contractor.
 - h) Plants not survived / stolen / not found shall be replaced by the contractor at his own cost.
 - i) The saplings may out of Neem, Jamun, Mango, Amla, Sesame etc and shall not include Vilayati babul.

WORKING HOUR:

- 5.23 Normally the work shall be carried in three shifts viz., I shift (timing are from 6.00AM to 2.00PM),II shift (timing are from 2.00PM to 10.00PM & III shift (timing are from 10.00PM to 6.00AM) & General Shift(timing are 8.00AM to 4.30PM).The time schedule as indicated is tentative & the company in its sole discretion reserve the right to alter the same without giving any notice.

COMMENCEMENT OF WORK:

- 5.24 In the event of the award of the contract, the contractor shall have to commence the work immediately within 30 days from the date of issue of Detailed Letter of Acceptance (DLOA).
- 5.25 In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to withdraw the letter of acceptance and forfeit the earnest money deposit (EMD) &/ or security deposit (SD).

PERIOD OF CONTRACT:

- 5.26 Period of contract for maintenance of saplings/plants work shall be **Two (2) year** from the date of issuance of Detailed Letter of Acceptance (DLOA). This includes the period of two months each year (total two years) for plantation of saplings including transportation/loading/unloading at the designated place at mine area. The period of contract plantation of saplings work including transportation/loading/unloading shall be two months from the date of issuance of Detailed Letter of Acceptance (DLOA).
- 5.27 Contractor has to commence the work within a period of thirty (30) days from the date of issuance of LOA/DLOA of the tender. Also sign & return the copy of LOA/DLOA as receipt.
- 5.28 Company reserves the right to make any alteration /addition in the area above including allotment of work in other alternate area and also includes reductions in number of plants.

COMPENSATION:

- 5.29 In case the Contractor fails to commence the work with stipulated period 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 annual contract value, then other provisions including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.
- 5.30 In case of contractor's failure to keep the 70 % (i.e. 3500 nos.) of survival rate of total numbers of sapling planted (i.e. 5000 number) in each year w. e .f date of issuance of DLOA after including two months period allowed for plantation including transportation/loading/unloading of saplings or otherwise the contractor shall be liable to pay compensation @ Rs.200/- for each non survival of sapling/plant. The said compensation if levied shall be recovered immediately from the running monthly bills of the contractor in which survival rate of the sapling/plant is below the above permissible limit. The same process of payment will be adopted in second year during the tenure of contract on yearly basis.

RIGHT TO REVIEW PERFORMANCE:

- 5.31 During the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.
- 5.32 Company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.

PAYMENT SCHEDULE:

- 5.33 For payment purpose, the contractor shall submit the documentary proof in original for purchased the 5000 nos. of saplings/plants each year from Forest Department, Govt. of Rajasthan Udaipur to receive its reimbursement immediately.
- 5.34 Contractor shall raise bills (in quadruplicate) for the complete work of plantation including transportation/loading /unloading of saplings carried out by him as per terms &

conditions mentioned in the scope of work of the contract, to receive its remuneration in the office of the EIC Jhamarkotra Mine.

- 5.35 For the work of maintenance of plants/saplings planted, the contractor shall also raise the bills (in quadruplicate) on monthly basis to receive its remuneration in the office of the EIC Jhamarkotra Mine. The monthly bill shall be supported with documentary evidence of the PF amount deducted from the monthly salary of the employees of the contractor actually employed at mines for execution of the contract and submission of this amount along with contractor's contribution to the PF commissioner, for the previous month & copy of wage payment sheet of the previous months to the employees actually employed by the contractor at mines.
- 5.36 Payment of the bills shall ordinarily be released within 15(fifteen) days from the receipt of the bills at Jhamarkotra Mine.
- 5.37 Company shall be entitled to deduct Income Tax & such other taxes at source at the prevailing rate from the bills of the contractor as may be required by any department of State/ Central Govt. or any other statutory body. The company shall make payment due to the contractor by Crossed Account Payee Cheque/ Pay advice.
- 5.38 Payment shall be made to the person authorized holding power of attorney in this respect on behalf of the contractor.
- 5.39 The rate as accepted by the company & governed as per the LOA/DLOA alone shall be considered for billing purpose.

CLOSING OF THE CONTRACT:

- 5.40 On completion of the work, the contractor shall submit his last monthly bill as final bill .The last & final bill along with the following documents and any other document/ information etc. as required by the Officer-In-Charge for his satisfaction, are required to be submitted to the Officer-In-Charge.
- (1) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
 - (2) No claim by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract.
 - (3) Indemnification Bond of Rs.100/- on Non-Judicial stamp paper.
 - (4) Details of PF deposited by the contractor.
- 5.41 On receipt of last & final bill, the company shall verify the same, determining the total value of work done of the contract & after deducting all the sums already paid to him/it & /due to the company on any account & such further sums as the company on any account & such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise ,make over to the contract as his final payment subject to the contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description of the company.

UNDERTAKING:

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

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

Date:

Place:

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

FROM,
M/s _____

DATE:

To,
The General Manager (contracts),
Rajasthan State Mines & Minerals Ltd.,
Udaipur (Rajasthan).

Sub: Tender for plantation of 10000 saplings & its maintenance at specified locations at SBU&PC-Rock phosphate.

e-Tender No. RSMML/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020

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 according to the specified period/time schedule, at the schedule rate quoted by me/us for the work in accordance with all the terms & conditions of the tender document.
3. It is expressly understood by me /us that the time is the essence of the contract.
4. I/We agree to complete the contract as per terms & conditions as mentioned in the tender document. In case of failure on my /our part, I/We shall pay compensation to the company as per the provisions & stipulations as contained in the terms & conditions of the tender document.
5. I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft in favour of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security Deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

DD. No..... Date.....Name and Address of Bank
..... Amount

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 as mentioned in NIT and / or security deposit, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.

6. I/We enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work and all other requisite documents/certificates as specified in the tender document.
7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
- 10 I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 20....

Signature of tenderer(s) with the seal

Witness
Name Address

(On the letterhead of the tenderer)

DOCUMENTS TO BE ENCLOSED WITH ‘TECHNO-COMMERCIAL (PART-I) BID’**e-Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020****Name of Tenderer**

The documents should be submitted along with TECHNO-COMMERCIAL (PART-I) BID’ in the Performa given below: -

1.0	Name & address of tenderer with Telephone no., Mobile No., Fax No. etc.	
2.0	Status of tenderer :Individual/Proprietorship Firm/Partnership Firm/Co-operative Society/Limited Company (Attach duly attested documents in support of your status)	
3.0	(a) In case of Proprietorship Firm; Attach duly attested affidavit in support of your status. (b) In case of Partnership Firm; Attested Certificate of registration of your establishment if registered & partnership deed (c) In case of Co-operative Society; Attested Copy of Registration Certificate of Co-operative Society, list of members, Managing Committee & Registration number of Co-operative Society, Jurisdiction of Co-operative Society to undertake work in the in the area, byelaws etc. (d) In case of Limited Company; Attested copy of certificate of your incorporation/ memorandum and articles of association, lists of directors, bye laws etc.	
4.0	Power of Attorney/board resolution in favour of the authorized representative signing the tender, as required.	
5.0	One complete tender document as issued by company duly filed in signed & stamped on each page by the tenderer /authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of acceptance of the terms & conditions of this tender.	
6.0	Earnest Money Deposit (EMD) in the manner specified in NIT.	
7.0	A copy of PAN (INCOME TAX) Number	
8.0	A copy of GST Registration Number	

9.0	Undertaking that we have not enclosed any additional condition & or deviation from the tender conditions alongwith price bid. If any such additional condition & or deviations as enclosed with the price bid found than same be treated as withdrawn from our side.	
10.0	Attested copy of Audited Balance Sheet, Profit & Loss Account statement by CA for the last three Financial Years i.e. 2016-17,17-18 & 18-19 in support of the turnover by the tenderer in Form-4.	
11.0	Exception & Deviations statement by the tendered in Form-4	
12.0	Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value as per Annexure-C	
13.0	Provident Fund Account Number alongwith copy of PF registration certificate of establishment or undertaking as per Annexure B.	

If the above documents are not uploaded/submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid will not be opened, and for which, the tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.

Signature of tenderer(s) with the seal

Date: -----

Place: -----

**(On the letterhead of the tenderer)
DETAILS OF TURNOVER**

TURN OVER FOR IMMEDIATELY LAST THREE FINANCIAL YEARS

e-Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020

NAME OF TENDERER:

.....

Financial Year	2016-17	2017-18	2018-19
Turn over (in Lacs Rs.)			

Signature of tenderer/ (s) with the seal

Place:

Date:

NOTE:

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

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATIONS

e-Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020

Name of Tenderer.....

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

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

Signature of Tenderer(s) with the seal

Place:

Date:

PROFORMA FOR 'PRICE BID

(To be submitted online in the prescribed format available at

www.eproc.rajasthan.gov.in)**e-Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020**

Name of Tenderer:

S. No.	Nature of Work	Total quantity	Rate per Sapling/plant (a) In words/ In figures	Total Amount (In Rs.)
1	2	3	4	5= (3 x 4)
A	Transportation of the 10000 numbers of saplings by its own arrangement from forest nursery of State/Central Forest Department, Udaipur or any other nursery nearby udaipur for plantation site, near Over Burden Dump yard, Sides of main haulage road and acquired land within Lease Hold Area in Two Phase of 5000 saplings of one year each at Jhamarkotra Rock-phosphate mine, Udaipur. Rate excluding GST as applicable(detailed in scope of work of tender document) : Period of Plantation : Two months	10000 nos.	Price to be quoted online only	
	Nature of Work	Total Contract period	Rate on monthly basis (b) In words/ In figures	Total Amount (In Rs.)
B	Maintenance of plants as above including watering in all seasons, arrangement of water at its own cost, hoeing & weeding regularly, providing fertilizer & sprinkling of insecticides/ pesticides / cow or goat dung manure/chemicals half yearly, providing labour for watch & ward of the planted saplings / plants for round the clock, excluding GST as applicable(details in scope of work of tender document). Period of contract: 24 Months including period of plantation.	24 months	Price to be quoted online only	
Grand Total				

NOTE:

- The rates will remain firm & fixed .No escalation/de-escalation in the rate shall be applicable during the currency of the contract. The cost of saplings purchased from Forest Department/nursery after consent of Engineer In Charge in respect of quantity and quality of saplings shall be paid by the contractor and same shall be reimbursed to the contractor immediately after submission of documentary proof in original
- Rate should be quoted taking into consideration all costs, expenses levies & taxes except GST, same will be deposited / reimbursed depending upon liability of bidder and RSMM
- No condition should be attached to the price offer & The lowest tenderer shall be decided on the basis of total contract value.

(Signature and address of the Tenderer with date & seal)

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G _____ Dated _____

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

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

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

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

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

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

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

AFFIDAVIT

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

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

Hereby take oath and state as under :

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

Deponent

(Authorised signatory)

Verification

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

Deponent

(Authorised signatory)

Dated: -----

(Authorised Signatory)

Place: -----

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

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 on or before the last date of tender submission.

AFFADAVIT

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

e-Tender No. RSMM/CO/GGM(Cont)/Cont-37/2019-20 dtd 17.01.2020

Name of Tenderer

IS/o Shri aged.....Years

, resident ofon behalf of the tenderer

i.e. M/shereby undertake oath and state as

under:

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

Signature of Tenderer(s)

(Authorized signatory)

With Seal

Place:

Date:

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

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 behaviour 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.

- a. 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:
- b. have controlling partners/shareholders in common; or
- c. receive or have received any direct or indirect subsidy from any of them; or
- d. have the same legal representative for purposes of the Bid; or
- e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- f. the Bidder 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
- g. 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
- h. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted For procurement in response to their Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

**Principal secretary of Department of Mines & Petroleum,
Secretariat,
Jaipur**

The designation and address of the Second Appellate Authority is –

**Principal secretary of 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.