



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

TENDER DOCUMENT

FOR

“REMOVAL OF OVERBURDEN & EXCAVATION OF MINERAL GYPSUM BY USING HYDRAULIC EXCAVATOR/S (NOT OLDER THAN 3YEARS FROM THE DATE OF DLOA, CAPACITY 0.90 M3 MINIMUM) & OTHER RELATED MACHINES, IT’S LOADING INTO TRUCKS/TROLLAS, LEVELLING OF WORKED OUT AREA/S, MAINTENANCE OF MINE APPROACH / ACCESS ROAD/S AND OTHER RELATED WORKS AT DHANI ABDULLAWALI GYPSUM MINE, TEHSIL–KOLAYAT, DISTRICT-BIKANER ETC.

Tender No. RSMM/SBU&PC-GYP/CONT/03/2017-18

Dated 18.07.2017

Issued by

**Group General Manager (Gypsum),
RSMML, 02, GANDHI NAGAR SCHEME, BIKANER-334001**

Cost of Non-Transferable Tender Document	Rs. 590/- (inclusive of GST)
Place of Sale of Tender	Sr. Manager (Mining & Contract), SBU&PC-GYP, Bikaner, or download from website
Period of Sale of Tender	From 18.07.2017 to 09.08.2017 till 11.30 AM
Last Date of Submission of Tender	09.08.2017 up to 03:00 PM
Place of Submission & Opening (Part-I)	Sr. Manager (Mining & Contract), SBU&PC-Gyp, Bikaner
Date of Opening of Techno-commercial (Part-I)	09.08.2017 at 03.30 PM, Bikaner

Registered Office:
C-89, Janpath Lal Kothi Scheme,
Jaipur- 302015
Phone 0141-2743734
Fax: 0141-2743735

Corporate Office:
4, Meera Marg,
Udaipur – 313001
Phone: 0294-2428763-67
Fax: 0294-2428768

SBU & PC Office:
02 Gandhi Nagar Scheme,
Bikaner-334001
Phone: 0151-2523295
Fax:0151-25235



SECTION -1
RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)
02, Gandhi Nagar Scheme, Bikaner-334001 (Rajasthan)
Phone: 0151-2523295/2522270, Fax 0151-2523519/2202842

Dated: 18.07.2017

Ref. No: -RSMM/SBU&PC-GYP/CONT/03/2017-18

SHORT TERM NOTICE INVITING TENDER

Sealed offers in two parts viz (Part-A: Techno-commercial offer and Part-B: Price offer) are invited for the following works at Got Manglod Gypsum Mines in Tehsil Jayal, District Nagaur from competent & experienced Individual /Firm/Company) Co-operative societies (registered under Rajasthan Co-operative society Act);

Brief Description of work	Period of Contract	Estimated Quantity	Earnest Money (Rs.)
"Removal of overburden & excavation of mineral gypsum by using hydraulic excavator/s (Not older than 3 years from the date of DLOA, capacity 0.90 m ³ minimum) & other related machines, it's loading into trucks/trollas, leveling of worked out area/s, maintenance of mine approach / access road/s and other related works at Dhani Abdullawali Gypsum Mine, Tehsil-Kolayat, District-Bikaner".	Six months	25000+ 20%	19000/-
Cost of tender document is Rs. 570/- (inclusive VAT), payable in cash or Demand Draft in favour of "RSMM Ltd , Bikaner"			
Period & place of sale of documents: from 02 Gandhi Nagar Scheme, RSMML-Bikaner or download from our website	From 18.07.2017 to 09.08.2017 up to 11:30 AM, In case down loaded from website, tender fee to be deposited with the Techno - Commercial Offer.		
Last Date & Time of Submission of offer	Dated 09.08.2017 up to 03.00 PM at RSMML-Bikaner		
Date of opening of Techno-Commercial offer (Part-I)	Dated 09.08.2017 up to 03.30 PM at RSMML-Bikaner		

Pre-qualification Criteria & other terms and conditions are given in Tender Document for which visit on our web site www.rsmm.com or SPPP.Rajasthan.gov.in or contact Sr.Manager (Mining & Contract) at above address. Keep visiting our website till last for updated information if any.

Group General Manager (Gypsum)



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Ref. No: -RSM/SBU&PC-GYP/CONT/03/2017-18

Dated: 18.07.2017

DETAILED SHORT TIME NOTICE INVITING TENDER

Sealed offers in two parts viz (Part-A: Techno-commercial offer and Part-B: Price offer) are invited for the following works at Got Manglod Gypsum Mines in Tehsil Jayal, District Nagaur from competent & experienced Individual /Firm/Company) Co-operative societies (registered under Rajasthan Co-operative society Act);

Brief Description of work	Period of Contract	Estimated Quantity	Earnest Money (Rs.)
“Removal of overburden & excavation of mineral gypsum by using hydraulic excavator/s (Not older than 3 years from the date of DLOA, capacity 0.90 m3 minimum) & other related machines, it's loading into trucks/trollas, leveling of worked out area/s, maintenance of mine approach / access road/s and other related works at Dhani Abdullawali Gypsum Mine, Tehsil–Kolayat, District-Bikaner etc.	Six months	25000+ 20%	19000/-
Cost of tender document is Rs. 570/- (inclusive VAT), payable in cash or Demand Draft in favour of “RSM Ltd , Bikaner”			
Period & place of sale of documents: from 02 Gandhi Nagar Scheme, RSMML-Bikaner or download from our website	From 18.07.2017 to 09.08.2017 up to 11:30 AM, In case down loaded from website, tender fee to be deposited with the Techno - Commercial Offer.		
Last Date & Time of Submission of offer	Dated 09.08.2017 up to 03.00 PM at RSMML-Bikaner		
Date of opening of Techno-Commercial offer (Part-I)	Dated 09.08.2017 up to 03.30 PM at RSMML-Bikaner		

Pre-Qualification Criteria:

Tenderer should have minimum turnover of Rs 5.70 Lac in any one of the immediate three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 in the tenderer own name.

For this purpose, the tenderer should submit duly attested copies of audited/ authenticated balance sheets/TDS Certificate etc. of any one of immediate three preceding financial years i.e 2014-15, 2015-16 & 2016-17 in support of turn-over.

The tender shall be pre-qualified on the basis of documents furnished along with techno-commercial bid in support of above. The decision of the

company will be final and binding in this regard. Only such pre-qualified tenderers will be informed about the opening of price bid.

The Company reserves the right to accept or reject any or cancel any or all offers without assigning any reason. Also the company does not bind itself to accept lowest price offer. The company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/ /E-Mail/ Telex etc. shall not be accepted.

It is mandatory that proprietor/all the partners (in case of partnership firm) / all the Directors of the Company become the members of the society to be constituted to carry out the job. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non-judicial stamp paper of worth Rs. 100/-, in this respect, without which their offers would not be considered. Further, it is enjoined upon from such members that they cannot resign from the society until the contract period is over.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Joint ventures/consortiums are also allowed to participate in this tender. In such case, the turnover of consortium/partners shall be considered. However, the prime responsibility will be of lead partner.

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

The tenderer/bidder who has earlier been suspended or banned or whose contract has been terminated including those against whom any FIR has been lodged by the by Company and is pending on the date of opening of techno-commercial bid shall not be eligible to participate in this tender.

Those tenderers &/or proprietors/any partners of firms /any members of co-operative societies/any Director of the Companies who are either customers of RSMML for Gypsum, or, are handling/liaisoning/transportation agents of RSMML'S customers of Gypsum are involved in above referred business of handling/liaisoning/transportation agents of RSMML's customers for Gypsum will not be eligible for participating in this tender. Offers received from such tenderers shall be rejected.

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.

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.

Group General Manager (Gypsum)

SECTION-2 DEFINITIONS & INTERPRETATIONS

DEFINITIONS:

- 2.00 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.
- 2.01 **“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.
- 2.02 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2.03 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.04 **“Head of SBU &PC –Gypsum”** shall mean Group General Manager for the SBU &PC – Gypsum of RSMML or his successor in the office so designated by the Company.
- 2.05 **“Agent”** shall mean the Agent for all Gypsum & Selenite Mines to notify by the company in this behalf.
- 2.06 **“Engineer-In-Charge” or “Officer Incharge” or “Authorized Officer”** 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-Gypsum.
- 2.07 **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 2.08 **“CEU Incharge”** shall mean the Mining Engineer so designated for Group of Gypsum Mines of Rajasthan State Miens Minerals Ltd., Bikaner.
- 2.09 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Gypsum/Selenite Mines of Rajasthan State Mines & Minerals Ltd.
- 2.10 **“Approved”** shall mean approved in writing by the Company/ Engineer-In-Charge.

- 2.11 **"Attested"** shall mean attestation of the photocopy of documents by the First class Magistrate /Gatted Officer/Notary Public.
- 2.12 **"Clause"** shall mean the clause & sub-clause of this document 7/or agreement etc.
- 2.13 **"Access Road"** shall mean Kuchha road connecting excavating pit to mine approach road.
- 2.14 **"Approach Road"** shall mean Kuchha motorable road connecting mines to nearest tar road for transportation of mineral Gypsum through truck/s trollas/tippers/dumpers & etc.
- 2.15 **"Tender"** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.16 **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of intent / 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.
- 2.17 **"Contract Document"** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.18 **"Tenderer" or "Bidder"** shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the"invitation for tender bid" & shall include his/it's their legal representative, administrators, successors and executors.
- 2.19 **"Contractor" / "Successful Tenderer"/ "Successful Bidder"** shall mean "Tenderer/Bidder" to whom order/Contract have been awarded by RSMML. "Contractor" / "Successful Tenderer"/ "Successful Bidder" includes a Co-operative society registered under Rajasthan Co-operative society Act.
- 2.20 **"Sub-Contractor"** shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/ has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 2.21 **"Letter of Acceptance"** shall mean intimation by a letter/ fax/e-mail to successful bidder /tenderer his/ its offer has been accepted, in accordance with the provision contained in the letter/Fax.
- 2.22 **"Commencement of Work"** shall be reckoned from the date of issue of letter of acceptance /DLOA whichever is earlier including the stipulated mobilization period.

- 2.23 **“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.
- 2.24 **“Contract Period”** shall mean the period agreed & allowed for execution of the contract & settlement thereof. It shall also include the extension period if any.
- 2.25 **“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 the terms of the contract during the contract period.
- 2.26 **“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.
- 2.27 **“Alternation/Variation order”** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.28 **“Waste Rock “or “Overburden” or “OB”** shall mean all type of sedimentary, meta-sedimentary weathered siliceous & ferruginous variants of calcium magnesium rock & other intercalated associated rock types.
- 2.29 **“Material”** shall mean & include Gypsum (ROM) or any other material specified by the company.
- 2.30 **“Tonne”** shall mean metric tonne (1000 Kilograms).
- 2.31 **“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.
- 2.32 **“Specified /Designed Location & Place”** shall mean allocated area for specific purpose by the company time to time.
- 2.33 **“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 or to those, which may come force during entire period of contract.
- 2.34 **“Specified /designed location/place”** shall mean allocated area for specific purpose by the company time to time.

- 2.35 **“Weighbridge”** shall mean any weighbridge either departmental weighbridge/s & or public weighbridge/s authorized by the company for weighment of gypsum /Selenite.
- 2.36 **“Financial Year”** shall mean a period of twelve months commencing from 1st April of a calendar & upto 31st March of succeeding calendar year.
- 2.37 **“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- Gypsum.
- 2.38 **“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:

- 2.39 Words denoting person shall include Firms, Companies, Co-operative societies, associations or body of individuals whether incorporated or not. Words denoting muscular gender or singular number shall also include the famine gender & plural number & vice versa, where the contract so requires & permits.

DECLARATION BY THE CONTRACTOR

- 2.3.1 The Contractor do hereby confirm and declare that they have independently inspected Mines of the SBU & Gypsum of RSMML, 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 and other related aspects.
- 2.3.2 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, 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.

SECTION-3

INSTRUCTIONS TO THE TENDERER

TENDERER TO OBTAIN THE INFORMATION HIS OWN:

- 3.01 The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy himself in all respects, before the submission of offer.
- 3.02 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out of the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understand the scope, nature and magnitude of the works and requirements of materials, equipment, tools and labour involved and as to what all works he has to complete in accordance with these documents irrespective of any defect, omission or errors that may be found in the documents.
- 3.03 The tenderer, at his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with the company, in case he is awarded the work. He shall be deemed to have visited the site and surroundings, to have satisfied himself to the locations, working & climatic 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 proper execution of works. The concerned CEU-Incharge/Mines Manager of the company may be contacted to familiarize with the work including visit to the work site.
- 3.04 The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.

TRANSFER OF TENDER DOCUMENT:

- 3.05 Transfer of tender document to others is prohibited. For submitting the offer, it is essential to directly purchase the tender document from the Company. In case downloaded from our website, tender fees to be deposited with Techno-commercial offer otherwise the tender will be rejected.

ONE BID PER TENDERER:

- 3.06 Each tenderer shall submit only one tender.

COST OF BIDDING:

- 3.07 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 if company decide to withdraw the "invitation for tender "or modify the tender documents..

GENERAL INSTRUCTIONS FOR FILLING THE TENDER:

- 3.08 All signatures in the tender document shall be dated as well as the pages of all the sections of tender document shall be initialed at the lower right hand corner and signed wherever specified in the tender papers 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. All papers should also bear the stamp of the tenderer.
- 3.09 The tender shall contain the name, and place of business of person or persons, participants in the tender and shall be signed by the tenderer with his usual signature. The tenderer shall furnish full particulars of all partners. Tender should be signed either by the tenderer or their authorized partner/director/member.
- 3.10 Tenders containing corrections and alterations are liable to be rejected. Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date. All overwriting, corrections, deletion shall bear initials of the tenderer. Correction should be made by written again instead of shaping or overwriting.
- 3.11 The tender should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 3.12 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 mission or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.13 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through Post/Courier service. Offers through Telegraph/ Fax/ E-mail/ Telex shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

- 3.14 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, they are advised to sent their queries/clarifications address to Sr.Manager(Mining & Contract), RSMML, 02 Gandhi Nagar Scheme, Bikaner so as to reach him at least seven days before the schedule date of submission of bid. A copy of this

communication should also be endorsed to the tender issuing authority GGM (Gypsum), RSMM, 02 Gandhi Nagar Scheme, Bikaner.

- 3.15 The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.16 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/ CORRIGENDA:

- 3.17 The company may issue Addenda/Corrigenda to Notice Inviting Tender or to this tender document before expiry of the due date of submission of tender to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.18 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

CURRENCIES OF THE BID AND PAYMENT:

- 3.19 The tenderer entirely in Indian Rupees shall quote the unit rates and prices.

SUBMISSION OF TENDERS:

- 3.20 The tenders shall be submitted in the office of Group General Manger (Gypsum), RSMML, 02 Gandhi Nagar Scheme, Bikaner (Rajasthan) on or before the date and time mentioned in the Notice inviting tender (NIT).
- 3.21 Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself.
- 3.22 Tender should be submitted in two parts viz. Part-I & Part -II, in separate sealed envelopes super scribed Part-I, "Techno-Commercial offer" and Part-II, "Price Bid" with tender name and NIT No.
- 3.23 Outer Sealed envelope containing above two sealed envelopes, will be marked as "Bidding with tender name and NIT No & it shall be addressed to Group General Manager (Gypsum), RSMML, 02 Gandhi Nagar Scheme, Bikaner.
- 3.24 If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the bid.
- 3.25 Tenderer must submit copies of documents duly attested by Gazette Officer/Notary Public / Magistrate in support of above required details

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

3.26 The Part-I “Techno – commercial Bid” should contain document as per Form-2 (including addenda/corrigendum if any) duly signed and sealed alongwith one complete tender document as issued by the company or downloaded from website of RSMML duly filled in, signed & stamped on each page by the tenderer/ authorized representative of the tenderer as describe in different clauses of the tender document in token of acceptance of the terms & conditions of this tender. Any price indication should not be given in the Techno–commercial Bid. The following information / documents are to be given in the Part- I “Techno – commercial Bid”.

- (1) One complete tender document (original) as issued by Company duly filled in, signed and stamped on each page by the tenderer/ authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.
- (2) Power of Attorney in favour of the authorized representative signing the tender, as required.
- (3) Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.
- (4) copy of PAN (Income Tax) Number and GST Number.
- (5) `Attested copy of the Audited Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
- (6) “Exceptions & deviations statement” to be submitted by the tenderer.
- (7) Undertaking/affidavit as per annexure I, II,III and annexure B given in of tender document
- (8) Undertaking as per Form I to Form V given in of tender document

PRICE BID ‘NON-NEGOTIATION’:

3.27 The Price Bid (Non-Negotiable) shall be submitted in one copy.

- i) The tenderers are to quote their rate in the **Form-6** along with breakup of their rate in the **Form-7** of this tender document & the rate is to be quoted in rupees only 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.

- ii) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document & as per site requirement.
- iii) The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed sealed and dated by the tenderer. The rates shall be quoted on firm basis.

DEADLINE FOR SUBMISSION OF BIDS:

- 3.28 In the event of specified date for the submission of bids being declared a holiday for the Company, the bids will be received up to the same time on the next working day.
- 3.29 The Company may extend the deadline for submission of bids by issuing an amendment in accordance with Clause mentioned elsewhere in the tender document, in which case all rights and obligations of the Company and of the Tenderer, which were previously subjected to the original deadline will then be subjected to the new deadline.

LATE BID/DELAYED BID:

- 3.30 Any bid received by the company after the deadline as prescribed in NIT due to any reason whatsoever will not be accepted. Any bid received by the company after the schedule time of closing the tender but before due time of opening of the tender, in such cases tenderer may be asked to deposit the same in the receipt section & same shall be marked as a delayed tender.

OPENING OF THE TENDER:

- 3.31 The envelope containing Part-I –Techno Commercial Bid of the offer will be opened in the office of the Group General Manager (Gypsum), RSMML, 02 Gandhi Nagar Scheme, Bikaner-334001 as per the date & time as mentioned in NIT. The authorized representative/s of the tenderer is at liberty to be present at the time of the opening of the tender.
- 3.32 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 DEVIATIONS:

- 3.33 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 deviations to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderer should mention the deviations at their risk of rejection only in form attached for

exception/deviation. Deviations mentioned anywhere else in the bid should be ignored without any consequences.

TENDER FEES (TF) AND EARNEST MONEY DEPOSIT (EMD):

- 3.34 The tenderer shall pay Tender Fees and Earnest Money as per NIT in the form of crossed demand draft /Banker's Cheque (Pay Order) having validity of six months in favour of the Company and drawn on any Nationalized /Schedule bank at **Bikaner** and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected.

Tenderer shall submit documents related to their bank account number, name of bank with branch and their address, IFSC of branch etc. for refund of Earnest Money Deposit (EMD), Security Deposit (SD), Performance Guarantee (PG) /Release of payment against their running bills and final payment at the time of closure of contract if any etc.

- 3.35 The Earnest Money so deposited by the tenderer shall pay no interest. The earnest money of the tenderers 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 in original 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/DLOA issued in favour of successful bidder. The earnest money deposited by the successful tenderer will be refunded after acceptance of SD, if it is in the form of Bank Guarantee. If the security deposit is in the form of Demand draft (DD) or Banker's Cheque (Pay Order), then EMD of the such bidder will be adjusted/appropriated against a part of the security deposit, but shall stand forfeited if the tenderer fails to furnish security deposit as per clause and/or fails to commence the work within a period of **30 (Thirty) days** from the date of issue of intimation regarding acceptance of tender (LOA).

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

- i. If the tenderer withdraws or modifies the offer after submission of the tender.
- ii. If the tenderer does not submit the **Security Deposit within 21 days** of the date of DLOA/LOA issued in favour of tenderer.
- iii. In case it is found that any bidder has quoted abnormally low rates & attempting to vitiate the tendering process.
- iv. If the tenderer does not **execute the agreement**, in the prescribed form **within 30 days** of the date of DLOA/LOA issued in favour of tenderer.
- v. If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

VALIDITY:

- 3.37 Tender submitted by tenderer shall remain valid for acceptance for a **period of 120 days** from the date of opening of the tender (Part I of the offer). An offer with a validity of less than 120 days is liable to be rejected.
- 3.38 The tenderer on its own shall not cancel and/or withdraw his tender nor shall he make any variations therein during the period of 120 days or in extended period. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited & tender will not be considered for further evaluation.
- 3.39 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.

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.40 Prior to the detailed evaluation of bids, the company will determine whether each bid:
- i) Meets the eligibility criteria.
 - ii) Is the tender document has been signed.
 - iii) Is accompanied by the required securities; and
 - iv) Is substantially responsive to the requirement of the Bidding documents.
- 3.41 A substantially responsive bid is one, which conforms to all the terms, condition, and specification of the bidding documents without material deviations 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:

- 3.42 The techno-commercial bids of substantially responsive tenderers 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.
- 3.43 If a bid is not substantially responsive, the Company at its sole discretion may reject it.

CRITERIA FOR EVALUTION OF REASONABILITY/WORKABILITY OF OFFERED RATE BY THE TENDERER:

- 3.44 The reasonability of the tendered rate as offered by the bidders would be judged through the breakup of cost (as furnished by the tenderer in Form -7 with the price bid) taking into consideration the factors like proposed numbers of equipment, vehicles & manpower to be deployed ,fuel consumption etc.
- 3.45 During process of price evaluation, if the company finds that the offered rate is not workable rate &/or the contractor would even not be able to achieve breakeven point, then it will be considered as non response bid & shall be liable for rejection.
- 3.46 Further, in case it is found that any bidder has quoted abnormally low rates & attempting to vitiate the tendering process then the company reserves its right to forfeit the EMD & debar such bidder for participating in future tenders of the company at its sole discretion.

CORRECTION OF ERRORS IN PRICE BID:

- 3.47 Price Bid (Non-Negotiable-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 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 society 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.

- 3.48 The amount stated in the Bid will be adjusted by the company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.
- 3.49 Price Bid (Non Negotiable-Part-II) only of techno-commercially acceptable tenders shall only be opened. Only such short listed tenderers will be informed about the date and time of opening of the price bids.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 3.50 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 "Detailed Letter of Acceptance"(DLOA) 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 .
- 3.51 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of DLOA.

SIGNING OF THE CONTRACT AGREEMENT:

- 3.52 The tenderer shall be required to execute an agreement on Non-Judicial Stamp Paper, of appropriate value under Indian Stamp Act with the company **within 30 days from the date of intimation regarding acceptance of DLOA**. The cost of execution of agreement including Non-Judicial Stamp Paper shall be borne by the Contractor.
- 3.53 The contract agreement shall consist of –
- i) An agreement on Non-Judicial Stamp Paper of appropriate value.
 - ii) Signed & sealed Tender document, along with the addend/corrigenda, if any.
 - iii) Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

RIGHTS OF COMPANY:

- 3.54 The Company reserves the right –
- i) to accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,

- ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender,
 - iii) to increase/ decrease the working hours and period of contract, without any additional obligation on it,
 - iv) not to carry out any part of work,
 - v) to reject the offer, if it is established that the tenderer has submitted any wrong/ misleading information or forged documents along with offer or thereafter.
- 3.55 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:

- 3.56 In the event the tenderer, after the issue of communication through Detailed Letter of Acceptance (DLOA) of Tender by the Company, 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 willful breach of contract, and in such an event the company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit deposited and Performance Guarantee.

SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT:

- 4.01 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.
- 4.02 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to the Group General Manager (Gypsum) whose decision shall be final and binding.
- 4.03 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

SECURITY DEPOSIT (SD):

- 4.04 The successful tenderer shall furnish a Security Deposit minimum of **Rs. 95000/- (Rupees ninety five thousand Only)** only or 10% of the contract value, whichever is higher.
- 4.05 The total contract value will be calculated on the basis of contract rate of remuneration payable to the contractor & tendered quantity for the total period of the contractor.
- 4.04 The successful tenderer shall furnished a security deposit as above through Demand Draft /Banker's Cheque /Bank Guarantee in favour of RSMML, Bikaner within 21 (Twenty One) days of the issuance of such communication of acceptance of tender/letter of acceptance for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in our approved format on Non-judicial stamp paper of value 0.25% of BG amount subject to maximum amount of Rs. 25000/- from a public sector, HDFC, ICICI and Axis Bank having its branch at Bikaner (except SBI Bank). No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and / or extended period, if any, plus a grace period of six months. The Company shall entitled to encash the same and appropriate the whole of the amount or part thereof against its claims / dues or sums payable as contained herein
- 4.06 Tenderer shall submit documents related to their bank account number, name of bank with branch and their address, IFSC of branch etc. for refund of Earnest Money Deposit (EMD), Security Deposit (SD), Performance Guarantee (PG) /Release of payment against their running bills and final payment at the time of closure of contract if any etc.

- 4.07 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the Contractor and the Contractor has rendered. "No claim and No dues Certificate" to the Company.
- 4.08 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case of premature termination of the contract due to defaulter of the contractor, the Security Deposit and Performance Guarantee will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.09 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.10 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 or security deposited by e-payment.
- 4.11 In the event of security deposit 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.
- 4.12 In case the security deposit is invoked for any reason/s, the Contractor is required to furnish a fresh Bank Guarantee in the same format or make e-payment as security for the same amount and for the same period as the original Bank Guarantee or security deposited by e-payment within a period of 7 (Seven) days from the date of invoking of original Bank Guarantee or security as deposited by e-payment earlier.
- 4.13 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.
- 4.14 No interest is payable on S.D. amount.

- 4.15 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security amount will be progressively recovered from the payment due to the contractor.
- 4.16 For execution of contract, it is required to form a Co-operative Society, & the Co-operative Society so formed & register under Society Act shall furnish security deposit. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company if the co-operative society is not formed & registered under Society Act.

PROVIDENT FUND:

- 4.17 Contractor shall be wholly responsible for complying with the fulfillments 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.
- 4.18 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.
- 4.19 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 may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF trust of RSMML along with administrative charges as applicable. An affidavit) for this purpose will be furnished on a stamp paper of appropriate value with the Techno-Commercial (Part-I) of the offer.
- 4.20 However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labors/employees and employer's contribution, amount deposited in RPFC office against each labour's name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

SUB-LETTING OF WORK:

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

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

- 4.23 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.
- 4.24 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.

INSURANCE:

- 4.25 Under the insurance scheme the contractor shall be required to get comprehensive insurance plan, Universal Health Insurance policy for all the persons engaged in work to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. The management on this account shall reimburse no amount.

STATUTORY OBLIGATIONS:

- 4.26 The contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. applicable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with 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 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 Mine Safety /IBM 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.

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.27 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default be the 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.

- 4.28 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 Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.29 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:

- 4.30 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:

- 4.31 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 contract, 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 specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

DISCREPANCIES BETWEEN INSTRUCTIONS:

- 4.32 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.

CONTRACTOR'S OFFICE AT SITE:

- 4.33 The Contractor shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and / or other communications etc. on its behalf from the Company.

SAFETY, SANITARY & MEDICAL FACILITIES:

- 4.34 The Contractor and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and 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 Engineer-in-Charge at the Contractor's expenses.
- 4.35 The Contractor shall be responsible for the safety and discipline of his employees in all face 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.
- 4.36 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.37 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.

- 4.38 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.

DAMAGE TO PROPERTY:

- 4.39 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:

- 4.40 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 4 (Four) days without permission from the engineer In charge, or
 - iii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
 - iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
 - v. Contractor has abandoned the work; or
 - vi. Contractor during the continuance of the contract has becomes bankrupt,

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

COMPANY MAY DO PART OF WORK:

- 4.41 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.

- 4.42 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 plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

POWER TO ORDER SUSPENSION OF WORK:

- 4.43 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 Contractor without prior knowledge and approval of the Company thereof shall not suspend the work of any other part.
- 4.44 If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such 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 adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

CHANGE IN CONSTITUTION:

- 4.45 The Contractor shall prior inform the Company before any change is made in the constitution of the Co-operative Society/Firm/ Company or induction or retirement of any of the partners/ directors at the earliest.

COMPLIANCE IN RESPECT OF VARIOUS ACTS:

- 4.46 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 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 Maternity Benefit Act, 1961
 - v) The Mines Act, 1952
 - vi) The Payment of Workmen's Compensation Act, 1923
 - vii) The Minimum Wages Act, 1948
 - viii) The Mines Rules, 1952
 - ix) The Metalliferous Mines Regulations, 1961
 - x) The Mines Vocational Training Rules, 1966
 - xi) The Environment Protection Act, 1986
 - xii) The Environment Protection Rules, 1986
 - xiii) The Fatal Accident Act, 1985
 - xiv) The Motor Vehicles Act, 1939
 - xv) The Industrial Dispute Act, 1947
- 4.47 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.
- 4.48 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.
- 4.49 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.
- 4.50 The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. 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:

- 4.51 The contractor at his cost shall affect insurance 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.
- 4.52 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.
- 4.53 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:

- 4.54 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. On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall promptly and immediately intimate happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

FORCE MAJEURE:

- 4.55 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 lock-outs, 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, loading operations, accumulation of stock of mineral, non-availability of mineral at mines and other places due to reasons like sand dune/ storms/ other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the 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:

- 4.56 Any notice hereunder may be served on the Contractor or his/its duty 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 as well as Bikaner.

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

- 4.57 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Bikaner and copy to authorized representative.
 - (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.58 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:

- 4.59 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 contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- 4.60 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.
- 4.61 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit and Performance Guarantee furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed/used for the work.
 - (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until

after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully 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.

- 4.62 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.
- 4.63 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

DISPUTE, JURISDICTION:

- 4.64 The place of the contract shall be Bikaner (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Group General Manager, SBU &PC-Gypsum, Bikaner of the company shall be final and binding.
- 4.65 No courts other than the courts located at Bikaner- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.66 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

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

SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.00 APPLICABILITY:

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

5.01 INTRODUCTION:

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

5.02 BRIEF DESCRIPTION OF WORK & PLACE:

- 5.02.1 The hydraulic excavator is to be deployed at Dhani Abdullwali Gypsum Mines in Tehsil Kolayat, District Bikaner

5.03 PRE-QUALIFICATION CRITERIA:

- 5.03.1 Tenderer should have minimum turnover of Rs 5.70 Lacs in any one of the immediate three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 in the tenderers own name.

For this purpose, the tenderer should submit duly attested copies of audited/ authenticated balance sheets/TDS Certificate etc. of any one of immediate three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 in support of turn-over. Also attached copy of work orders in support of experience along with the offer.

- 5.03.2 The tender shall be pre-qualified on the basis of documents furnished along with techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. Only such pre-qualified tenderers will be informed about the opening of price bid.

The Company reserves the right to accept or reject any or cancel any or all offers without assigning any reason. Also the company does not bind itself to accept lowest price offer. The company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/ E-Mail/ Telex etc. shall not be accepted.

It is mandatory that proprietor/all the partners (in case of partnership firm) / all the Directors of the Company become the members of the society to be constituted to carry out the job. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non-judicial stamp paper of worth Rs. 100/-, in this respect, without

which their offers would not be considered. Further, it is enjoined upon from such members that they cannot resign from the society until the contract period is over.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Joint ventures/consortiums are also allowed to participate in this tender. In such case, the turnover of consortium/partners shall be considered. However, the prime responsibility will be of lead partner.

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

The tenderer/bidder who has earlier been suspended or banned or whose contract has been terminated including those against whom any FIR has been lodged by the by Company and is pending on the date of opening of techno-commercial bid shall not be eligible to participate in this tender.

Those tenderers &/or proprietors/any partners of firms /any members of co-operative societies/any Director of the Companies who are either customers of RSMML for Gypsum, or, are handling/liaisoning/transportation agents of RSMML'S customers of Gypsum are involved in above referred business of handling/liaisoning/transportation agents of RSMML's customers for Gypsum will not be eligible for participating in this tender. Offers received from such tenderers shall be rejected.

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

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

- a) Made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
- b) It is established from our records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

5.3.6 CRITERIA FOR DECIDING LOWEST TENDERER:

The lowest quoted rate offered for total tendered work shall be the criteria for deciding lowest tenderer.

5.04 PRICE NEGOTIATION

- i. 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.
- ii. In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii. In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

5.05 MINIMUM MANPOWER & EQUIPMENTS TO BE DEPLOYED BY THE CONTRACTOR:

- 5.05.1 The successful bidder shall be required to deploy minimum manpower to carry out the work as mentioned below;

S. No	Type of manpower	Minimum persons	Qualification
Skilled employee			
1	Operator for excavator	01	Literate
2	Operator for Tractor Scrapper	01	Literate
Semi-Skilled employee			
1	Helper	01	Literate

In case for fulfillment of scope of work, more number of manpower is required, then same shall be deployed by the contractor at no extra cost. However, in case the tenderer propose to deploy additional number of manpower for fulfillment of scope of work as per the terms of tender, the tenderer is required to provide a list of manpower to be deployed by him in Form-6. The above indicated manpower shall be in addition to minimum manpower mentioned above & provided at no extra cost for execution of work as per the terms of the tender.

- 5.05.2 The successful bidder shall be required to deploy minimum equipment to carry out the work as follows;

S/ No	Name of equipment	Number of equipment	Capacity of equipment	Model
1.	Hydraulic excavator	01	Minimum 0.9 M3 bucket capacity	Not older than 3 years from the date of DLOA

2.	Tractor with Scrapper & Plough	01	45HP capacity with four cylinder capacity	Not older than 3 years from the date of DLOA
3.	Water Tanker with sprinkler	01	4000 liter carrying capacity.	Not older than 3 years from the date of DLOA

In case for fulfillment of scope of work, more number of equipment is required, then same shall be deployed by the contractor at no extra cost. However, in case the tenderer propose to deploy additional number of equipment for fulfillment of scope of work as per the terms of tender, the tenderer is required to provide a list of equipments/machinery to be deployed by him in Form-5. The above indicated equipment shall be in addition to minimum equipment mentioned above & provided at no extra cost for execution of work as per the terms of the tender.

The tenderer shall inform to officer In-charge that the equipment shall be deployed in addition to the minimum equipments as prescribed in tender document for fulfillment of tender requirement for achieving targeted quantity.

5.06 DETAILS TO BE FURNISHED AT THE TIME OF COMENCEMENT OF WORK:

Following details are required to be furnished by the successful tenderer to the Engineer-in-Charge before the commencement of work:

- I Details of the personnel who will be engaged for execution of the work.
- II List of equipment/machinery etc. along with its technical specification/Purchase Invoices/ Registration Certificates & comprehensive insurance policy.

5.07 MAINTENANCE & SUBMISSION OF RECORDS, REPORTS & REGISTERS:

5.07.1 The contractor shall have to ensure that its supervisory members 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.

5.07.2 The contractor shall submit daily progress reports in the format as approved by the Engineer Incharge/ concerned Mines Manager alongwith computerized weighment slips of the Gypsum (ROM) produced.

- 5.07.3 Authorized representative of the company shall have full authority to inspect such records at any time during the contract period.

5.08 LIABILITIES IN RESPECT OF CONTACTOR'S MACHINERY ETC.:

5.08.1 FIRE EXTINGUISHERS:

Excavation equipments deployed for the contractual work shall be fitted with automatic fire extinguisher/s include refilling if any, of a type approved by the DGMS. The company may not allow deployment of any equipment not fitted with such an automatic fire extinguisher in proper working order. The contractor shall take all reasonable precautions to prevent fires of any nature in general & particular in vicinity of his operations shall be responsible for all damages from fires directly or indirectly due to his own activities or to those of his employee or to the activities of its agents or its employees.

5.08.2 DUST SUPPRESSION:

The contractor shall have to take effective measures at its own cost and expenses for suppression of dust generated during the process of excavation & loading into trucks etc. in the working areas by means of water sprinkling, or any other suitable method, etc. so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961/Air (Prevention & Control of Pollution) Act 1981. For this purpose, the contractor will ensure that all dust generation points in the working areas are fully suppressed and so designed and operated so as to ensure dust concentration in air within the limits prescribed under mining & environment laws, including circulars issued from time to time for the purpose by DGMS office, Ministry of Environment & Forest and Rajasthan State Pollution Control Board. In case of failures of the contractor to ensure dust suppression as required above, the Company may make such arrangements for dust suppression at risk and cost of contractor, apart from taking other actions as per the contract.

5.08.3 NOISE LEVEL:

The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR-1961 and DGMS circular issued in this regard. The Company may stop operation of any machine the noise level of which is found to be above the prescribed limit.

5.08.4 **MINE LIGHTING:**

The contractor shall be provided & maintained lighting arrangement at working pit/s of the mine as per provisions of MMR-1961 and DGMS circular issued in this regard.

5.9 OTHER RESPONSIBILITIES OF CONTRACTOR:

- 5.9.1 The contractor shall be responsible for providing shelter, accommodation, drinking water, medical aid etc to his /their employees at his own cost.
- 5.9.2 The contractor shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- 5.9.3 The contractor shall be 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 & consequence claims .
- 5.9.4 The contractor shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.
- 5.9.5 The 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.
- 5.9.6 The contractor shall be fully responsible for any litigation on account of pollution due to excavation of gypsum & abide pollution control norms.
- 5.9.7 The contractor shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any.
- 5.9.8 In case of break down or default of any equipment /machine, same shall be repaired or replaced by the contractor immediately within 72 hours, failing which the company may carry out the work at the risk & cost of the contractor alongwith the 10 % service charges thereof and same shall be recovered from the running bills and / or security deposit (SD) amount lying with the company.
- 5.9.9 The contractor shall be an additional responsibility for providing water sprinkling work on kachha road from mines to weighbridge upto tar road at his own cost for smooth operation of mines.

5.10 SCOPE OF WORK:

The Scope of work under this tender shall consist and comprise of the following: -

5.10.1 **CONTRACT TO BE EXECUTED BY THE CO-OPERATIVE SOCIETY ONLY:**

In view of the prohibition of employment of contract labour in Gypsum raising etc. this tender has been called from such Co-operative Societies only which are registered under the Rajasthan Co-operative Societies Act or who forms the Co-operative society and get that registered and produce the relevant certificates along with the list of members of the Co-operative society, within a period of 21 days from the date of award of work/LOA. No person who is not a member of the Co-operative society shall be

allowed to work in the mines as it is prohibited under the Contract (Regulation & Abolition) Act-1970.

- 5.10.2 It will be at the discretion of the Company to withdraw the specified working area / mines allotted to the contractor at any time without assigning any reason whatsoever and alternative area/mines may be given if considered necessary by the Company. No compensation would be payable to the contractor for damages, expenses on shifting of hydraulic excavator, etc., that may arise out of the aforesaid withdrawal of the working area/mines or change of the area/mines.
- 5.10.3 Deployment of minimum one hydraulic excavator (minimum 0.9 M³ bucket capacity) with back-hoe attachment, water sprinklers, tractor scrapper etc & other allied machineries (Tractor with Scrapper & Plough, water tanker etc.) to be utilized at Mines for excavation of gypsum (ROM), backfilling & leveling of worked out areas, sprinkling of water on haul road/s etc. in the allocated areas/mines & as may be directed by the company from time to time. As per work requirement, hydraulic excavator and other allied machineries may require to shift from one face to another face on his cost & expenses. Deployment of higher capacity equipments & machinery may also be considered if so deemed necessary. On demand of the company, the contractor shall arrange additional hydraulic excavator or machine commensurate with the work requirement.
- 5.10.4 **OVERBURDEN/ INTERBURDEN/ WASTE MATERIAL:**
- I Preparatory works shall have to be undertaken by the contractor, which also includes removal of waste material/ interburden/ overburden.
 - II Overburden/ Interburden/ Waste material shall be properly cleaned to the satisfaction of the Company's Mines Manager before excavating Gypsum from any face/mines.
 - III Machines may have to be shifted from one face to other as per work requirement / instructions of engineer in-charge/Mines manager.
 - IV Contractor shall be responsible for overburden/ Interburden / waste material removal prior/during the excavation of gypsum & submit a compliance monthly certificate from Mines Manager for adequate overburden removal. Otherwise 10% of concerned month bill amount may be deducted when it reported that overburden has not been removed.
- 5.10.5 **GYPSUM EXCAVATION:**
- I Gypsum excavation is to be carried out within the area earmarked.
 - II Excavation of Gypsum upto entire depth shall be done as per provisions of the Metalliferous Mines Regulation, 1961.
 - III Back filling of overburden/ interburden/ waste material in pits shall be as per direction of the company's representative.
 - IV The contractor will maintain the quality of Gypsum intact as available insitu and shall not make/ cause/ allow any contamination/ dilution. Any loss or

degradation of Gypsum purity will constitute breach of contract and any loss or damage caused to the company on this account will be recovered from the bills/ security deposit of the contractor.

- V Sorting to eliminate waste material/ interburden if needed shall have to be undertaken by the contractor, at its own cost so as to ensure that chemical analysis of Gypsum produced confirms to the specifications as per requirement of buyers.
- VI Contractor shall have to ensure that neither any layer of high grade Gypsum is left unexcavated nor any unwanted excavation of waste material above & below Gypsum bed is made. The contractor shall be responsible for cost, losses, damages etc. for any loss or degradation of Gypsum on this account.
- VII The contractor shall ensure that no illegal mining or selling of gypsum take place in Company lease hold area.
- VIII RSMML/buyers shall provide the trucks/ trollas/ tippers for loading of gypsum (ROM).

5.10.6 **HAUL ROAD:**

- I Haul road/s in the pit shall be constructed and maintained including water sprinkling within the lease hold area of RSMML by the contractor at its own cost and in accordance with the provisions of Mines Act. The alignment & gradient of the haul road (including the ramp) shall be as per directions of the Company.
- II For non maintenance of haul road/s or access road/s or motorable road/s as constructed by the contractor / or already constructed by RSMML, then RSMML shall carry out the work at the risk & cost of the contractor along with the 10% service charge thereof and same will be recovered from the running bill/s of the contractor.
- III The work includes preparation and maintenance of roads in the pit, at the surface as per the specifications prescribed in statutory rules and regulations; for which no extra payments shall be paid.

5.10.7 **COLLECTION OF GYPSUM LUMPS:**

The contractor shall be solely responsible for collection of left out Gypsum through manual means before backfilling & leveling of the worked out area/pit. The collected Gypsum lumps shall have to be stacked separately at the earmarked location for loading into trucks/tippers at its own cost. No extra remuneration shall be paid to the contractor for this work.

5.10.8 **BACKFILLING & LEVELING OF MINED OUT AREA/S:**

- I Contractor shall be responsible for leveling & backfilling of mined out area. 10 % of concerned month bill may be retained when it reported that area has not been leveled and backfilled. The retained amount may be released on receipt of certificate from land owner and duly verified by Mines Manager confirming that the broken area has been backfilled & leveled. In case the contractor fails to carry out the leveling & backfilling work for a

continuation period of three months than it will be considered as the breach of contract and the retained amount shall be finally deducted

- II After mining of gypsum and reclamation/leveling of the land, the area will be returned back to the respective owner/farmer. The earth/clay/silt pockets in the gypsum bearing area would be isolated during mining operation & the same shall be further loosening and almost leveled with the help of tractor scraper/plough attachment for making the land suitable for cultivation.

5.10.9 ARRANGEMENT OF GYPSUM BEARING LAND /S:

- I Contractor shall assist in talk for arrangement of gypsum-bearing lands from the private cultivators by the Mine Manager or any executive authorized by Group General Manager ,Gypsum ; if requires to carry out smooth & un-interrupted mining operations in the lease area of RSMML. However, mutual agreements shall be executed between concerned Mines Manager/ executive authorized by Group General Manager ,Gypsum and Khatedar only.
- II The contractor shall also arrange the land for movement of the trucks/trollas in leasehold areas at his own cost.
- III Presently company is paying land & crop compensation @ Rs. 70/- PMT to the private landowner/s for the gypsum excavated from their private lands. **The rate quoted by bidder in price bid is exclusive of payment for land & crop compensation to private land owner/s.** In case of excavation of gypsum is being carried out in private land, RSMML shall reimburse the land & crop compensation amount on applicable rate to Khatedar directly.

5.11 QUALITY ASPECTS:

- 5.11.1 The contractor will ensure that the contents of $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$ in the produced gypsum lumps do not fall below 70% subject to the purity of gypsum available in the face allocated for working to the contractor. The contractor will have to exercise due care and follow the direction as may be given by company's site staff so as to ensure that the dilution of in-situ grade of gypsum is not more than 5% after mining and despatches of Gypsum to customer. If said dilution is established more than 5% after mining and despatches of Gypsum to customer and it is determined by the company that this is due to carelessness in extraction or due to improper cleaning of overburden at top of gypsum bed or inter-burden between two gypsum beds or digging of soil below the bottom gypsum bed or otherwise for reasons which can be attributed to the contractor, undesired or avoidable dilution of gypsum has taken

places, then the ex-pit sale value at mines of rejected gypsum's quantity shall be deducted from the running bill of contractor.

- 5.11.2 The Contractor shall have to ensure that the ROM material excavated does not get contaminated with foreign material during excavation & loading into trucks.
- 5.11.3 For the gypsum produced or at any place in the process of operation, the company and/or its authorised third party agency shall be at liberty to draw sample at any time e.g. at the time of excavation & loading etc. The cost of such operation shall have to be borne by The Contractor alone.
- 5.11.4 For the poor quality of Gypsum lumps produced by the tenderer, no payment of such quantity shall be made in any case & the said poor quality material shall be the property of the RSMML. The poor quality means if the dilution of Gypsum ROM is more than 5% from insitu grade of Gypsum during and after mining.

5.12.1.1 MOBILISATION & COMMENCEMENT OF WORK:

- 5.12.1 In the event of the award of the contract, the contractor shall have to commence the work for excavation of gypsum immediately within 30 days from the date of issue of Letter of Acceptance (LOA). Contractor shall have to mobilize their equipments/manpower/resources for commencement of work within 30 days from the date of acceptance of its offer
- 5.12.2 In exceptional circumstances & at its sole discretion, the company may extend the mobilization period if so requested by the contractor. 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).

5.14 QUANTITY & PERIOD OF CONTRACT:

- 5.14.1 Quantum of work envisaged under this contract is 25,000 MT+20%. However this quantity is only indicative & susceptible to variation from time to time in absolute discretion of the company.
- 5.14.2 In the event, quantum of work is required to be varied beyond the above mentioned tolerance limit, then the company will notify the same at least with 15 days notice to settle the matter mutually.

- 5.14.3 Period of contract shall be six months from the date of from the issuance of Letter of Acceptance (LOA) includes the period allowed for mobilization.
- 5.14.4 In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to withdraw the letter of Acceptance (LOA) & forfeiture of the Earnest Money & / or Security Deposit & also to award the contract to any other party without prejudice to right of the company to claim compensation & other costs from the contractor in whose favour the work was awarded.
- 5.14.5 Quantity mentioned above may change depending upon the requirement of the company and/or demand of gypsum from buyers. No guarantee regarding overall, annual, monthly, weekly or daily quantum of work can be given. The contractor shall neither be entitled nor be eligible to raise any claims on account of their vehicles/equipments/manpower being idle on any day or for any period during the contractual completion period.
- 5.14.6 The company reserves the right to make any alteration /addition in the area for the contracted quantity as above including allotment of work in other alternate area.

5.15 COMPENSATION FOR SHORTFALL IN THE TENDERED QUANTITY:

A) For Delay in commencement

In case of failure to commence the work within the stipulated period, the company shall have absolute discretion to levy pre determined compensation @ 1% of the total contract value on weekly basis , if the delay is on the account of contractor. Further the company may withdraw the letter of Acceptance and forfeit the earnest money deposit (EMD) & /or security deposit (SD).

B) For Shortfall in tendered quantity

5.15.1 The contractor shall adhere the schedule production targets of the dispatched gypsum ROM on quarterly basis as mentioned in scope of work. In case contractor fails to produce the scheduled/targeted production on half yearly basis, then company will entitled for imposing a predetermined & agreed compensation @ **10% of the value of the actual shortfall**. The value of compensation shall be calculated considering the applicable rate during that period multiplied by an actual shortfall quantity however, **total compensation shall not be more than 10.00 % of the contract value**.

5.15.2 If the contractor achieve /complete the contracted quantity within the original period or such extended period, where extension is not due to default of the contractor, then company at its sole discretion may consider

the request of the contractor to refund the compensation as recovered due to yearly short fall in contractual quantity.

- 5.15.3 The limit in quantity variation will not effect the application of this compensation clause.
- 5.15.4 The said amount of compensation shall be payable by the contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay/breach. The company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills of any sum due or will become due with the company on account of any work of the contractor and the contractor shall be bound by such decision of the Company. The above recoveries will be without prejudice to the other right and remedies available in the contract.
- 5.15.5 Over and above the compensation on shortfall in execution of work, the company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.
- 5.15.6 The Compensation so paid/and/or adjusted by the company shall not relieve the contractor from his/ its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

5.16 RIGHT TO REVIEW PERFORMANCE:

- 5.16.1 The Company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.
- 5.16.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the 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.

5.17 WEIGHMENT:

- 5.17.1 All trucks /tippers/trollas etc. empty as well as carrying Gypsum (ROM) shall be weighted on the departmental weighbridge/s or weighbridge notified by the company. The weigh recorded in the weighment slips of the weighbridge specified by the company shall only be considered for determination of monthly payment for the above work under this contract. The weighment charges incurred for gypsum weighment of Trucks/Trollas/Tippers on departmental weighbridge or private weighbridges as notified by the company shall be borne by the contractor.
- 5.17.2 The company in its absolute discretion may allow weighbridges at any other places as & when it deems fit & required.

5.18 CONTRACTOR'S REMUNERATION:

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

5.19 TERMS OF PAYMENT (BILLING):

- 5.19.1 The remuneration to be paid by the company to the contractor for the whole of the work done & for the performance of the entire obligation undertaken by the contractor under contract documents shall be made by the application of the respective quoted & finally accepted rates for the work actually executed & approved by the Engineer-Incharge. The sum as ascertained above shall constitute the admissible remuneration of the contractor under the contract & no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.
- 5.19.1 For payment purpose the contractor shall raise the bills (in triplicate) on monthly basis to receive its remuneration in the office of the GGM (Gypsum) at Bikaner office& the bills shall be duly verified by the concerned Mines Manager in respect of the work is being carried out as per terms & conditions of the contract.
- 5.19.2 The rate as accepted by the company & governed as per the LOA/DLOA alone shall be considered for billing purpose. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor.

- 5.19.3 The assessment of quantity for billing & payment to the contractor will be done based on the actual quantity of material dispatched through company's weighbridge & any other private weighbridge for which separate record will be maintained at the weighbridge. The payment will be made to the contractor on the basis of the weight so recorded in weighment slips/ Rawanna Challan whichever is applicable. The contractor shall submit the bills to the Engineer In-charge duly supported by the monthly dispatched statement verified by the concerned Mines Manager.
- 5.19.4 Unless otherwise specifically provided, running account payment (progressive payment) will be made to the contractor keeping in view the quantum of work done approved and certified as aforesaid. Company shall be entitled to deduct Income Tax & such other taxes at source from the bills of the contractor as may be required by any department of State/ Central Govt. or any other statutory body including advances paid to the contractor. The company shall make payment due to the contractor by Crossed Account Payee Cheque/ Pay advice/ RTGS. In no case will the company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s. In all cases, the contractor shall present his bill duly pre-receipted on proper revenue stamp.
- 5.19.5 The contractor shall also submit the documents in lieu of satisfactory leveling of excavated areas of their land from the respective land owners & duly verified by concerned mines manager.
- 5.19.6 The contractor shall submit diesel price variation certificate in case of variation in diesel price from the diesel pump of IOCL at Bikaner, along with monthly running bill/s for the purpose of escalation/ de-escalation effect on remuneration payable.
- 5.19.7 Payment of the bills shall ordinarily be released within 15(fifteen) days from the receipt of the bills at Bikaner office.
- 5.19.8 Documentary evidence of the PF amount deducted from the monthly salary of the employees of the contractor actually employed at working areas for execution of the contract and submission of this amount along with contractor's contribution to the PF commissioner, for the previous month.
- 5.19.9 The company shall empowered to settle all claims and payments made to the contractor at the time of final bill, which will be prepared jointly by the contractor and the company at the closure of the contract.

5.20 ESCALATION/DE-ESCALATION:

No escalation effect is given for such short period contract

5.21 GST:

The rate of CGST/SGST/IGST as applicable by govt. and bidder should quote the rates exclusive of GST.

5.22 OTHER ESCALATION:

Apart from above no other escalation shall be payable to the contractor during the currency of the contract.

5.23 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:

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

5.23.2 The final bill shall be submitted by the contractor within 75 (Seventy Five) days from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the Contractor.

5.24 RECEIPT OF PAYMENT:

The contractor shall be provided the details of account as required for payment through RTGS.

5.25 WITHHOLDING PAYMENT TO CONTRACTOR AND COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR:

5.25.1 Progressive payment at any time may be withheld or reduced if, in the opinion of the company the Contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the Contractor fails to pay his labour, for material and other bills as they become due. The company shall in no way be responsible for such withholding of payments.

5.25.2 The company shall have lien on all amounts that may become due and payable to the Contractor under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor and the security deposit, bank guarantee etc. furnished by him under the contract for or in respect of any debit or sum that may become due and payable to the Company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the Contractor, unless the contractor pays and clears the claim in full immediately on demand to the company.

5.26 CLOSING OF THE CONTRACT:

Within 70 (Seventy) days of the completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain completion certificates as to the completion of work from the Engineer-In-Charge.

5.27 APPLICATION FOR COMPLETION CERTIFICATE:

5.27.1 When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/information etc. as required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.

- (i) Obtain No Dues certificate from concerned Mines Manager/CEU-Incharge.
- (ii) Contractor shall submit the No claim in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- (iii) Indemnification Bond of appropriate value on Non-Judicial stamp paper.
- (iv) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
- (v) Details of PF deposited by the Co-operative Societies.
- (vi) Two sets of Statement of reconciliation of payment of progressive bills & recovery if any.
- (vii) Certificate of satisfactory execution of the contract from the Engineer-In-Charge.

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

5.27.3 The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him/it under the contract. The final bill shall be submitted by the contractor within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.28 FINAL CERTIFICATE:

Upon expiry of the period of liability and subject to the Engineer-In-Charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General of SBU&PC-Gypsum, Bikaner shall give a

certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager.

5.29 FINAL PAYMENT AND RELEASE:

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

5.30 UNDERTAKING:

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

For and on behalf of the tenderer

(Signature of tenderer with seal)

Date:

Place:

LETTER OF SUBMISSION OF TENDER

DATE:

FROM,

To,
The Group General Manager (Gypsum),
Rajasthan State Mines & Minerals Ltd.,
02,Gandhi Nagar Scheme, Bikaner-334001

Sub: Removal of overburden & excavation of mineral gypsum by using hydraulic excavator/s (Not older than 3 years from the date of DLOA, capacity 0.90 m3 minimum) & other related machines, it's loading into trucks/trollas, leveling of worked out area/s, maintenance of mine approach / access road/s and other related works at Dhani Abdullawali Gypsum Mine, Tehsil-Kolayat, District-Bikaner.

Ref: TenderNo.

.....

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 at the schedule of rates quote by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms ad conditions as mentioned in the tender document. In case of failure on my /our part. I/We shall pay compensation to the Company as per the provisions and stipulated as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of crossed Demand Draft or by e-payment in favour of RSMML payable at Bikaner, 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
--------	-------------------------------	--------

Details of e-payment:

5. In the event of acceptance of our tender, I/ We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount as mentioned in NIT and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
7. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.
8. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
9. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/Co-operative society shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 2017.

Signature of tenderer(s)
with the seal.

Witness

Name in Block Letters: _____

Full Address _____

(On the letterhead of the tenderer)

DOCUMENTS TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART-I) BID'

Tender No. -----

Name of Tenderer

The checklist should be submitted alongwith TECHNO-COMMERCIAL (PART-I) BID' in the performa given below: -

Point No.	Check List	Information to be provided by Tenderer.
1.0	Name & address of tenderer with Telephone no., Mobile No., Fax No. etc.	
2.0	Status of tenderer : Individual/ Proprietorship Firm/ Partnership Firm/ Co-operative Society/ Limited Company (Attach duly attested documents in support of your status)	
3.0	(a) In case of Proprietorship Firm; Attested Certificate of registration of your establishment (b) In case of Partnership Firm; Attested Certificate of registration of your establishment if registered & partnership dead (c) In case of 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 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. In case tender document is downloaded from website, tender fee is to be deposited with the Techno commercial offer in form of DD.	
6.0	Earnest Money Deposit (EMD) in the manner specified in NIT.	
7.0	PAN (INCOME TAX) Number	
8.0	GST Number	
9.0	Tenderer Bank account no.	
10.0	Bank & branch name with their address.	
11.0	Bank IFSC	
12.0	Undertaking that “no condition is mentioned in Part II 'Price Bid', that the price quoted in Part II 'Price Bid' of the tender will be firm. Even if any condition/s, other than like discounts are mentioned those would be ignored, at the risk & cost of the tenderer. We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side”.	
13.0	Attested copy of Audited Balance Sheet/TDS Certificate, Profit& Loss Account/other related documents for the last three Financial Years i.e. 2013-14 & 2014-15, 2015-16 in support of the turnover by the tenderer.	
14.0	Exception & deviations statement by the tendered in Form-5	
15.0	Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case/litigation is pending against him with the company & other companies in relation to the work.	
16.0	The tenderer /bidder would give a declaration on their letter head that they have not been banned / suspended or de-listed by RSMML.	
17.0	Declaration whether you are covered under MSMED Act (Micro, small and medium enterprises development) or not, if yes, then give your registration number alongwith copy of the same.	

1. If the above documents are not 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.
2. The Tenderer shall enclose the required document strictly in the sequence/ order as listed above and shall be flagged by super scribing the concerned S.No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tenderer.
3. Before enclosing the document read carefully the tender document conditions/ stipulations and encloses the requisite documents only.
4. Photocopies of the documents shall be attested by the gazette officer or Notary public.

Signature of tenderer(s)
with the seal

Date: -----

Place: -----

(On the letterhead of the tenderer)

DETAILS OF TURNOVER

TURN OVER FOR IMMEDIATELY LAST FOUR FINANCIAL YEARS

TENDER NO:

.....

NAME OF TENDERER:

.....

Financial Year	2013-14	2014-15	2015-16
Turn over (Lac Rs.)			

Signature of tenderer/ (s)
with the seal

Place:

Date:

NOTE:

Enclose copies of audited balance sheets/TDS Certificate, profit & loss account statement & other documents in support of Turnover.

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATIONS

Tender No.

Name of Tenderer.....

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

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

Signature of Tenderer(s)
with the seal

Place:
Date:

(On the letterhead of the tenderer)

Details of additional equipments envisaged to be deployed for execution of the work**TENDER NO:****NAME OF TENDERER:**.....**Following equipments shall be deployed by me in addition to the minimum equipments as prescribed in tender document for fulfillment of tender requirement for achieving targeted contractual quantities.**

S.No.	Name of equipment	No. of equipments to be deployed	Capacity of equipment	Model
1.				
2.				
3.				
4.				
5.				
6.				

I/We hereby undertake that, the above indicated equipments shall be provided by me at no extra cost for execution of work as per terms of the tender.

Signature of tenderer/ (s) with seal**Place:****Date:**

(To be submitted in on letter pad of tenderer with techno-commercial offer)

Details of additional manpower envisaged to be deployed for execution of the work

TENDER NO

NAME OF TENDERER:.....

Following manpower shall be deployed by me in addition to the minimum manpower as prescribed in tender document for fulfillment of tender requirement for achieving targeted contractual quantities.

S/No.	Type of manpower	Minimum no of required persons to be deployed	Qualification
1			
2			
3			
4			
5			
6			
7			

I/We hereby undertake that, the above indicated manpower shall be provided by me at no extra cost for execution of work as per terms of the tender.

Signature of tenderer/ (s) with seal

Place:

Date:

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

PROFORMA FOR 'PRICE BID (Non-Negotiable)'

This part of tender should contain the '**PRICE BID**' only and should be submitted in a separate sealed envelope superscripting on the envelope the Tender No., Name and Address of the tenderer and indicating in bold letter '**PRICE BID**' only. The Price Bid should be submitted, strictly in performa as given below: -

1. Name of Tenderer:

2. Tender No.

DESCRIPTION OF WORK	Contract Period	Estimated Quantity	Rate in Rs. per MT (In word & figure)
Removal of overburden & excavation of mineral gypsum by using hydraulic excavator/s (Not older than 3 years from the date of DLOA, capacity 0.90 m3 minimum) & other related machines, it's loading into trucks/trollas, leveling of worked out area/s, maintenance of mine approach / access road/s and other related works at Dhani Abdullawali Gypsum Mine, Tehsil-Kolayat, District-Bikaner	Six months	25000	

NOTE:

- These rates are inclusive of all expenditure, taxes, duties, levies but exclusive of GST of value of work.

(Authorized Signatory)
Name with the designation/relationship of
the authorized signatory with tenderer

Date: -----

Place: -----

ANNEXURE FOR BREAKUP OF OFFERED RATE

1. Name of Tenderer:
2. Tender No.
(fill whichever is applicable)

S. No.	Description of work	cost(Rs./MT)
Part-A	Removal of overburden , excavation of gypsum & other related works	
1	Owning cost of hydraulic excavator:	
i	Depreciation cost	
ii	Insurance, interest, & other taxes	
2	Operating Cost of hydraulic excavator	
i	Repairs & maintenance	
ii	Fuel Consumption	
iii	Manpower	
3	Others Cost	
i	Backfilling & leveling of workout area	
ii	Maintenance & repairing of approach &/or access road/s in lease area	
iii	Others jobs & cost to be involved for complying statutory obligations	
iv	Supervision & office expenses	
	Total cost of excavation	
4	Profit Margin of Total cost	
	Total	
	Grand Total	

- Note : 1. No additional information such as discount etc. is to be indicated by the bidder in this form.
2. The contractors are hereby advised to provide the breakup of their offered rate mentioned in the Proforma of the price bid as given above otherwise their price bid may not be considered for award of the contract in spite of opening of their price bid.

Signature of Tenderer(s)
With Seal

Dated: -----

Place: -----

(To be typed on Non Judicial stamp paper of Rs. 50/-)

UNDERTAKING

I.....age.....years, resident of.....as a proprietor/Partner/Director(as case may be)of M/s..... (name of tenderer), here by undertake that I shall become a member of the Co operative Society, which shall be formed as per terms of tender incase work is awarded against the Tender No., Dated

It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

Place:

Date

**Signature with seal
Name**

Note: Original Notarized affidavit shall be sent to the Techno commercial bid along with Tender fees, processing fees and EMD.

Annexure-II

AFFIDAVIT

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

Tender No.....
Name of Tenderer.....

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

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) That no FIR has been lodged by RSMML against us in any issue in the past; and if yes, then it has been favourably settled (proof enclosed).
- (3) I/We have not been banned /suspended /de-listed by RSMML.
- (4) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (5) 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 &
- (6) That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
- (7) That in case of award of work in our favour a detailed monthly statement of expenses incurred by us for execution of work will be provided to company alongwith necessary supporting documents/ papers conforming that the expenses have been carried out for execution of work as per format given in tender document.
- (8) 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.
- (9) 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.

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

Place:
Date:

UNDERTAKING

(To be typed on Non Judicial Stamp Paper of appropriate value)

(To furnished by the proprietor /all partners of firm /all directors of company /all members of the Co-operative society)

Tender No.

Name of Tenderer.....

I/WeS/oage.....years, residence ofon behalf of(name of tenderer),hereby undertake that:

"I/We.....(name of tenderer including their partners/directors /members of society) am/are neither customers of RSMML for Gypsum nor handling/liaison/transportation agents of RSMML's customers of Gypsum. Further we shall nor become handling/liaison/transportation agents of any customers of RSMML of Gypsum during the currency of the contract, in case the work is awarded to me/us".

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

Date: -----

Place: -----

Statement of Expenditure (On non-judicial stamp paper)

To be submitted by the contractor/Co-operative Society while executing the agreement

Owning Cost for Equipment

Sl No.	Cost of Component/Work	Amount (Rs.)
1	Equipment no. 1 i) Invoice value ii) Road tax iii) Insurance Total	
2	Equipment no. 2 i) Invoice value ii) Road tax iii) Insurance Total	
3	Equipment no. 3 i) Invoice value ii) Road tax iii) Insurance Total	
4	Equipment no. 4 i) Invoice value ii) Road tax iii) Insurance Total	
5	Equipment no. 5 i) Invoice value ii) Road tax iii) Insurance Total	
	Any other details (pls. specify)	
	Grand Total	

Verification

I.....(Name & designation with Society name) hereby solemnly declare that the above information furnished by me is true to the best of my knowledge, no parts of the affidavit is false and nothing material has been concealed there form in terms of the provision of tender document.

Name , Signature & Phone.

Name , Signature & Phone.

Statement of Expenditure

**To be submitted by the Contractor/Co-operative Society with Monthly Running Bill
(On non-judicial stamp paper)**

I.....(name with designation) of (name of the society) hereby undertake & submit that the following expenditure were incurred by me during the month ..- year---- in execution of the work(work details & DLOA ref. No.)

Sl No.	Cost of Component/Work	Amount (Rs.)
1	i) EMI/Interest of Equipments ii) Fuel+ Lubricants iii) Payment for the supervision and paid staff other than member of Co-operative society engaged in the contract. iv) Repair & maintenance cost	
2	Administrative Overhead i) Rent of any office building ii) Telephone iii) Electricity & water iv) Other, if any	
3	Any other expenditure	
4	Taxes GST	
5	Grand Total	

Verification

I.....(Name & designation with Society name) hereby solemnly declare that the above information furnished by me is true to the best of my knowledge, no parts of the affidavit is false and nothing material has been concealed there form in terms of the provision of tender document.

Name , Signature & Phone.

Annexure-VI

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU Bank/ICICI/Axis/HDFC having its Branch office at Bikaner on non-judicial stamp paper of 0.25% value of SD/BG amount subject to maximum amount of Rs 25000/-)

B.G. _____

Dated 00.00.0000

This Deed of Guarantee made between _____ a PSU Bank/ICICI/Axis/HDFC, 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 & 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, SBU&PC-Gypsum office at 2- Gandhi Nagar Scheme, Bikaner 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 include its successors and assignees (hereinafter called the Contractor) from the demand under the terms and conditions of letter of intent 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 intent/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provisions thereof, of cash security deposit for the due fulfillment by the said letter of intent/ agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs. _____) being equivalent to __ % of Contract value of Rs. _____.

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 terms and/or conditions contained in the Letter of Intent/ 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 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 Intent/ agreement by reason of the said contractor's failure to perform the covenants contained in said letter of intent/ 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 discharges or till the company certifies that the terms and the conditions of the said Letter of Intent/ agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the

bank in writing on or before(scheduled completion date plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or bikaner branch office under the signatures of the company's Financial Advisor and/or Head of SBU&PC-Gypsum 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 Intent/ agreement or to extent 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 Intent/ 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 not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with 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. 00/-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 Bikaner 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 _____ date of _____

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

Annexure-C

The designation and address of the First Appellate Authority is –

.....

The designation and address of the Second Appellate Authority is –

.....

(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.

Annexure-D

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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