

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

**TENDER DOCUMENT FOR
PREPARATION OF FINAL MINE CLOSURE PLAN & OBTAINING FINAL
CLOSURE CERTIFICATE**

FOR

**DAKANKOTRA ROCKPHOSPHATE MTNES NEAR VILLAGE
DAKANKOTRA, TEHSIL(GIRWA), DISTRICT UDAIPUR, RAJASTHAN**

Ref: Tender No. RSMM/DGM/DKT/FMCP/2017-18/1396 Dated 24 .03.2018

Issued by

Group General Manager (PHOS),

JHAMARKOTRA MINES

RSMML, Udaipur

Cost of Non Transferable : Rs. 590.00/

Tender Document(includingGST)

**Place of Sale of Tender : SR.MANAGER(F&A)), CO., Udaipur, RSMML,
or download from website: <http://www.rsmm.com>**

Date of Sale of Tender : From 27 .03.2018 to 18.04.2018 up to 1.00 pm

Date of Receipt of Tender : 18.04.2018 up to 3.00PM

Date of Opening of Tender: 18.04.2018 at 3.30PM

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
[2428738](tel:2428738), 2428744,
Fax: +91-294-2428790

SBU & PC Rock Phosphate

amarkotra Mines-313015
st-Udaipur
one: +91-02942342441-3
x: +91-2942342444

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Gram : RAJMINES Email: mis.jkt@rsmm.com Fax : 0294-2342444 Phone : 2342441, 42, 43 & 45.

राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)

SBU&PC Phosphate: Jhamarkotra Mines, Post: Jhamarkotra, Dist: Udaipur Pin: 313015
URL: [http:// www.rsmm.com](http://www.rsmm.com)

Ref: Tender No. RSMM/DGM/DKT/FMCP/2017-18/1396

Dated: 24.03.2018

NOTICE INVITING TENDER

Offers are invited for the work of **“Preparation of final mine closure plan, in accordance with the guidelines laid down in the MCDR-2017, for Dakankotra Rock Phosphate Mines having a sanctioned Mining Lease area of 159.77 hactares near village Dakankotra , Tehsil Girwa, District Udaipur (Rajasthan) and obtaining its approval from competent authority (IBM,AJMER) and obtaing final closure certificate under rule 21(4) of MCDR-2017 and all ancillary work.**

Contract period: 01year & 06 months, EMD: Rs. 7000.00, Tender document fees: Rs. **590/-**(including GST), last date of sale 18.04.2018 up to 1.00PM& Submission of offer on 18.04.2018 up to 3.00 pm and opening of tender on 18.04.2018 at 3.30 PM

The tender document can be purchased from our corporate office during office hours or downloaded from our website. For details of Pre-Qualification Criteria & other terms and conditions visit us on our web site www.rsmm.com or contact DGM (MINING),JHAMARKOTRA at above address. Keep visiting our website till last date for updated information, if any.

**Dy. General Manager (Mining)
Jhamarkotra Mines**

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RAJASTHAN STATE MINES & MINERALS LIMITED
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SBU&PC Phosphate: Jhamarkotra Mines, Post: Jhamarkotra, Dist: Udaipur Pin: 313015
 URL: [http:// www.rsmm.com](http://www.rsmm.com)

Ref: Tender No. RSMM/DGM/DKT/FMCP/2017-18/1396

Dated: 24.03.2018

DETAILED NOTICE INVITING TENDER (DNIT)

Sealed tenders in two parts (Part-I: Techno commercial offer and Part-II: Price offer) are invited from reputed and competent consultants (Individual/ Firm / Company) for rendering consultancy services for preparation of FMCP and obtaining final closure certificate as per the following:

Brief Description of work	Period of contract	Earnest Money (Rs.)
Preparation of final mine closure plan, in accordance with the guidelines laid down in the MCDR- 2017, for Dakankotra Rock Phosphate Mines having a sanctioned Mining Lease area of 159.77 hactares near village-Dakankotra, Tehsil-Girwa, District-Udaipur (Rajasthan) and obtaining its approval from competent authority (IBM,AJMER) and obtaining final closure certificate under rule 21(4) of MCDR-2017 and all ancillary work	ONE Year and Six Months	Rs. 7000.00
Cost of tender document	Rs. 590/ (inclusive of GST) payable by D.D. in favour of "RSMM Ltd, Udaipur"	
Period & place of sale of document:	Tender document can be obtained from 27.03.2018 to 18.04.2018 up to 1.00 pm at the office of Sr.Manager (F&A), CO, RSMML , 4 Meera Marg, Udaipur or it can be downloaded from the company's website: http://www.rsmm.com In case downloaded from website, tender fee to be deposited along with the Techno Commercial Offer.	
Last Date, Time & place for Submission of offer	18.04.2018 up to 3.00 PM at Sr. Manager (F&A)), CO, RSMML, Udaipur	
Date and time of opening of Techno Commercial offer	18.04.2018 at 3.30 PM at Sr. Manager(F&A), CO, RSMML, Udaipur	

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

- i) The consultant shall be well qualified, he should be graduate in Mining/ Geology and convergent with statutory mining rules and regulations
- ii) Consultant shall be having experience of preparing the Mining plan, Mining Scheme and closure plan and convergent with the Indian Bureau of Mines. Preference will be given to a person/firm/company having RQP certificate issued by IBM earlier for preparation of Mining Plan, Mining Scheme and Mine Closure Plan and is having experience of minimum five(5) year for preparation of such Mining plan, Mining Scheme and closure plan

Consultant shall have to submit the documentary proof of its prequalification parameters

The tenderer should submit duly attested copy of work orders, work completion Certificate as proof of similar nature of work experience,

In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender. It is to be noted that, the experience of the tenderer shall only be considered.

The tenderer who have earlier been awarded contract by the Company for any job which they either did not accept or have abandoned it or contract has been terminated by the Company for breach of conditions, shall not be eligible to participate in this tender during suspension or ban period.

The tenderers will be pre-qualified on the above criteria on the basis of documents furnished by them. Only such pre-qualified tenderers will be informed about the opening of the price bid.

Bids furnished through E-mail, Fax, Telegram etc. shall not be considered. RSMML will not entertain any claim on account of late receipt/ postal delay/ non-receipt of tenders. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

Dy. General Manager (Mining)
Jhamarkotra Mines

Section 1

Definition & Interpretation

- 1.1 In this document unless otherwise stated:
- (i) the headings and paragraphs numbering are for convenience only and shall be ignored in construing the agreement.
 - (ii) the singular includes plural and vice versa.
 - (iii) references to natural persons include bodies corporate and partnerships;
 - (iv) references to any enactment, ordinance or regulation and rules & procedures made therein includes any amendment thereof or any replacement in whole or in part;
 - (v) references to Articles, Clauses and Schedules are, unless the context otherwise requires references to Articles of, Clauses of and Schedules to this document;
- 1.2 The following expressions used herein and else where in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent:
- 1.2.1 **“Contract”** shall mean an agreement between consultant and owner for performing the work as defined in the tender document.
 - 1.2.2 **“Completion Period”** means the time permitted for completion of the entire Scope of Work’ and to the complete satisfaction of the owner.
 - 1.2.3 **“Contract document”** shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments, modifications to the contract document, or its constituent documents.
 - 1.2.4 **“Contract Rate”/“Schedule Rate /Rate of Remuneration”** means rate entered in figures and words in schedule/s by the Consultant and accepted by the RSMML as payable to the Consultant for preparation of the Mining Plan for the Bhadwasi deep seated gypsum deposit, Nagaur.
 - 1.2.5 **“Consultant (s)”** shall mean the person or persons, firm or company whose tender has been accepted by the owner and shall include the consultants legal representatives, his successors, executors, permitted assignees with whom the Owner shall enter into contract agreement for providing Project Consultancy Services for successful completion of the Scientific/Technical studies as per scope of work.
 - 1.2.6 **“DLOA”** means the letter/ Fax of Acceptance issued by owner conveying its acceptance of bid to successful bidder.
 - 1.2.7 **“Effective Date”** means the date of Issuance of Letter of Acceptance (LOA)
.
 - 1.2.8 **“Group General Manager (Phos)”** shall mean the Group General Manager (GGM -Phos) of Phosphate Division of RSMML or his successor in office.
 - 1.2.9 **“Managing Director”** shall mean the Managing Director of RSMML or his successor in the office as designated by the company.

- 1.2.10 **“Mineral Concession Rules”** shall mean the rules made by the Central Government in exercise of the powers conferred by section 13 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957). These rules are hereby called Mineral Concession Rules.
- 1.2.11 **“Mines And Minerals (Development And Regulation) Act, 1957”** shall mean an Act to provide for the regulation of mines and the development of minerals under the control of the Union. Be it enacted by Parliament in the Eighth Year of the Republic of India.
- 1.2.12 **“Officer-in-Charge”** shall mean the individual so designated in writing by the Owner to Consultant to be the Owner’s authorised representative to make day to day decisions. For the purpose of this contract all communications addressed to the Owner’s representative and delivered shall be deemed to have been received by the Owner.
- 1.2.13 **“Project Manager”** shall mean the individual so designated in writing by Consultant to RSMML to be the Consultant representative and authorised to make day to day decisions. For the purpose of this Contract all communications addressed and delivered to the Project Manager shall be deemed to have been received by Consultant.
- 1.2.14 **“Project Site(s)”** means the area of Dakankotra Mining lease bound area, adjoining areas and any other area required to be covered for execution of this assignment.
- 1.2.15 **“RSMML/Owner”** means Rajasthan State Mines & Minerals Limited having its registered office at 89-90, Jan path, Lal Kothi, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur, Rajasthan.
- 1.2.16 **“Specification”** means and shall include the details, designs, drawings, statements of technical data equipment characteristics physical or chemical properties and all such particulars and documents mentioned in the tender document.
- 1.2.17 **“Tender/Bid”** shall mean the tender / bid submitted by the tenderer /bidder for consideration & acceptance by the Company.
- 1.2.18 **“Tenderer/Bidder”** shall mean the person, Firm/Company/Corporation submitting a tender/bid against the Invitation for Tender/Bid and shall include his/its/their heirs, executors, administrators, legal representatives, successors etc.
- 1.2.19 **“UNFC Code”** shall mean classification of a mineral deposit having the three dimensional system with the following three axes: Geological Assessment, Feasibility Assessment and Economic viability.
- 1.2.20 **“Work”** shall mean all activities required for the completion of the Final mine closure Plan and its approval and obtaining the final closure certificate from Regional Controier,,IBM, Ajmer with reference to the scope of work and the obligation to be undertaken by the consultant to this contract.

Section 2

Instruction to Bidder

- 2.1** The bidder must scrutinise carefully all instructions and conditions appearing in the document and shall be deemed to have done so and satisfied himself when he submits his offer against the bid invitation.
- 2.2** The bid shall be made in English language only.
- 2.3** Two sets of bid documents are sent herewith out of which one set should be signed, sealed and returned intact alongwith the offer as a token of its acceptance.
- 2.4** Bids should be submitted in Two Parts viz. techno-commercial (Part I) and Price (Part II) in separate envelopes, duly superscribed with bid number, due date and part number of offer. Both the parts to be placed in one sealed envelope duly superscribed with bid number, due date, "Invitation to Bid for - **Preparation of final mine closure plan, in accordance with the guidelines laid down in the MCDR-2017, for Dakankotra Rock Phosphate Mines** , and addressed to Dy..General Manager (Mining) RSMML, Jhamarkotra Mines, Udaipur.
- 2.5** Before submitting a bid, the bidder shall be deemed to have satisfied himself of all conditions likely to be encountered in the course of fulfilling the obligation and compensation quoted in the offer is adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental to discharge of obligation. No additional payment, over and above the agreed price will be admissible on any account whatsoever.

Bidders Eligibility & Pre-Qualifications

- 2.6** The bidder shall be qualified on the basis of the following:

The bidder must fulfill the following conditions:
 - (i) The consultant shall be well qualified , he should be graduate in Mining/ Geology and convergent with statutory mining rules and regulations
 - (ii) Consultant shall be having experience of preparing the Mining plan, Mining Scheme and closure plan and convergent with the Indian Bureau of Mines. Preference will be given to a person/firm/company having RQP certificate issued by IBM earlier for preparation of Mining Plan, Mining Scheme and Mine Closure Plan and is having experience of minimum five(5) year for preparation of such Mining plan, Mining Scheme and closure plan
 - (iii) Consultant shall have to submit the documentary proof of its prequalification parameters
- 2.7** RSMML will pre-qualify the bids on the basis of above criteria, prior to the evaluation of techno-commercial Part I of the offer. The decision of the company shall be final and binding in this regard.

2.8 Price Bid (Part II) of the offer will be opened only in respect of the techno-commercially acceptable bids. Such shortlisted bidders will be informed about the date & time of opening of the price bids.

2.9 *Techno Commercial Offer (Part I)*

2.9.1 This part of the tender document contains covering letter (as per Annexure-I), Earnest Money Deposit and full technical and commercial parts of the tender as mentioned below:

- a) One complete tender document as issued duly filled in, signed and stamped on each page by the authorised representative of the bidder in token of acceptance.
- b) Earnest Money in the manner specified in clause 8.1 hereof.
- c) Power of Attorney in favour of the authorized representative signing the tender document.
- d) Blank price formats (Schedule A) duly signed and sealed.
- e) Proforma of past experience (Annexure 2)
- f) Proforma of Bank Guarantees (Annexure-3) for Performance Security Deposit.
- g) Copy of PAN number and PF registration number.
- h) Copy of GST registration number.
- i) Exception and deviation statements, if any (Annexure-4).
- j) Details of Recognized Qualified person (RQP) registered with Indian Bureau of Mines.
- k) Tenderer should submit an undertaking on Non-Judicial Stamp Paper that there is no case /litigation is pending against him with the company & other companies in relation to the work. In case there is any litigation with RSMML or any other company related to work, the details of the case should be informed. An undertaking that such litigation will not restrict the tenderer in smooth execution of tendered work shall also be provided.
- l) Declaration that they have not been banned /suspended or de-listed by RSMML as (Annexure-6)
- m) Memorandum of appeal as per RTPP Act as (Annexure-7)

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

2.9.3 Bidders are advised to submit their offer on the basis of tender conditions stipulated in the tender document. Should it, however, become unavoidable, deviations should be stipulated in the prescribed format at (Annexure- 4) with reference to the tender document. The company reserves the right to evaluate the offers containing deviations having financial implications after adding the cost of such deviations as determined by the company. Exceptions & deviations, which cannot be converted into financial terms, then the offer of such bidders shall be rejected. Exception and

Deviations mentioned at any other place in the offer will not be considered. There should be no indication of price in the Part I of the offer.

2.10 *Part II of offer should contain*

- i) Rates to be quoted in the prescribed format given as Schedule A to be submitted.
- ii) No stipulations should be given here. Rates should be quoted in both figures and words. Should there be any discrepancy between the two, lower shall be considered.

Delayed Bids

- 2.11** Tender received after the date and time of submission as specified in NIT, but received before the opening time will be treated as “Delayed Tender”. Such tenders will also be opened and be marked as “Delayed Tender” and the time of receipt of tender to be recorded on the envelope by concerned staff.

Late Bids

- 2.12** Tenders received after the specified date and time of opening will be considered and marked as late tenders. Such tenders shall not be opened and will be returned to the tenderer.

All pages are to be initialed.

- 2.13** All pages of the offer and tender documents should be duly signed by the authorised representative and stamped by the bidder.

Validity of offer

- 2.14** The offer should initially remain open and valid for acceptance for a period of 90 days from the date of opening of Part I of the bid. The bidder shall not during this period, revoke, cancel and/or withdraw or amend his offer. In case of revoke, cancel and/or withdraw his offer or he make any variation/modification/alteration to the offer submitted therein, the Earnest money deposited by the Consultant as per Clause 8.1 hereof shall stand forfeited. The validity period may be extended further, if required by mutual consent from time to time.

Addenda/Corrigenda

- 2.15** Addenda/Corrigenda to the tender document may be issued in duplicate prior to the date of opening of the tenders to clarify or to reflect any kind of modifications to the related matters. Each recipient will retain one copy of each addendum/corrigendum and submit the other copy duly signed and stamped with his offer. All addenda/corrigenda issued by the company shall become part of the tender document.

Examination of bids and determination of responsiveness

- 2.16** Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) Meets the eligibility criteria;
 - ii) Has been properly signed;
 - iii) Is accompanied by the required EMD; and
 - iv) Is substantially responsive to the requirements of the Bidding documents without any deviations.

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

Evaluation of Techno-Commercial Bid

- 2.18** The techno-commercial bids of the tenders complying with the pre-qualification criteria as mentioned above will be evaluated from all aspects. 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 are 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. The bidders who submit their offer may be requested to make a brief presentation of their company's technical capabilities.

2.19 Evaluation of the Price Bid & Criteria for deciding L-1 Tenderer

- 2.19.1 The price bid of the techno commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to total contract value. Overall amount (contract value) payable for total scope of work. The tenderer with the lowest grand total amount for the total scope of work shall be decided as the successful bidder i.e. L-1.
- 2.19.2 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- 2.19.3 The tenderer shall be prepared to furnish clarification/information and discussion as required by the company from time to time.

Process to be Confidential

- 2.20** Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in summary rejection of his bid.

2.20.1 Notification of Award and Signing of Agreement

- 2.20.2 The tenderer, who's Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the Amount that the Company will pay to the Consultant in consideration of the execution and completion of the Works by the Consultant as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").

2.20.3 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses, below would be the formalisation of agreement that was commenced with the issuance of LOA.

2.21 Signing of the Contract Agreement

2.21.1 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 15 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor. The requisite stamps are required to be procured from Udaipur only. No payment shall be released to the consultant before execution of agreement.

2.21.2 The contract agreement shall consist of –

- An agreement on non-judicial stamp paper of appropriate value
- Tender document, along with the addend/corrigenda, if any.
- Letter of Acceptance & Detailed Letter of Acceptance.
- Agreed Variation, if any,
- Any other document as mutually agreed.
- Offer

2.22 Bidders to Obtain Information

2.22.1 The Consultant for the purpose of bidding will be deemed to have independently obtained all necessary informations for the purpose of preparing his tender. The informations given in the tender document are indicative only. It should be clearly noted that under no circumstances any time extension or any financial or any other kind of adjustment will be permitted for want of non-familiarity of work or work site.

2.22.2 The bidders who may like to visit the Dakan kotra mines site must obtain prior permission from Group General Manager (SBU-PC RP) Jhamarkotra between 9.30 AM to 4 PM on any working day.

2.22.3 The details given in the tender document are of general nature and to enable the tenderer to visualize the work in general. However, the bidders, in their own interest, are advised to visit the site and collect all requisite site information/details he considers relevant to bid and execute the contract as per the specified terms and conditions.

2.22.4 The information from various government departments, both state & central, should be collected by the bidder at his level. However, the data available with RSMML will be provided only to the successful bidder. It is suggested that before the visit to the site, the tenderer should contact GGM (RP), RSMML, Jhamarkotra Udaipur for the sake of convenience.

Rights of Company

2.23 The company reserves the right:

- i) To reject any or all tenderers, in part or in full, without assigning any reason, there to
- ii) Not to accept the lowest tenderer or assign reasons for not accepting the lowest tenderer
- iii) To further split the work amongst more than one contractor, if considered expedient at the sole discretion of the company

- iv) To increase/decrease the volume of work of contract, without any additional obligation on it.
- v) Not to carry out any part of the work.
- vi) To reject the offer, if it is established that the tenderer has submitted any wrong/misleading information or forged documents along with the offer or thereafter.
- vii) To alter the date of commencement of work.
- viii) The company may exercise any of the above rights 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 on the grounds for RSMML's action.

Negotiation:

- 2.24** RSMML, in case required, will hold the negotiations initially with the lowest tenderer only. RSMML, in the course of negotiation may require the bidder to produce a price analysis, to demonstrate the internal consistency of his quoted rates. In case the negotiated rate as last offered by the L-1 tenderer is not found acceptable to the RSMML, then the RSMML may decide to make a counter offer to the lowest tenderer first. In case the counter offer so made by the RSMML is accepted by the lowest tenderer, the contract would be awarded in its favour. In the event the lowest tenderer do not accept the counter offer, then RSMML may either scrap the tender or choose to make the same counter offer to L-2, L-3 and onwards as per the rates quoted by them and will award the contract in favour of the tenderer who accepts the counter offer.

Refusal / Failure:

- 2.25** In the event the tenderer, after the issue of communication of Acceptance of tender by the Company (LOA), fails/ refuses to accept the award and/ or commence execution of the work as herein before. The tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and 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 so deposited.

SECTION 3

Site Information

INTRODUCTION

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

LOCATION AND ACCESSIBILITY OF SITE

- 3.2 **Dakankotra Rock Phosphate Mine** is situated near village Dakankotra, District Udaipur. It is approachable by a tar road through Udaipur city on Banswara route at 12kms. Dakankotra mines is served by three railway stations of North-Western Railway, i.e. Udaipur City, Ranapratap Nagar and Umra. A tar road connects these three railway stations as well as the four lanes National Highway. The Maharana Pratap Airport (Dabok) Udaipur, on Mumbai and Delhi air route, is also approachable by a tar road. Mine is located at a distance of about 12 Kms. South from Udaipur. The above mines are being worked under the SBU & PC- Rock Phosphate of Rajasthan State Mines & Minerals Limited (A Government of Rajasthan Enterprise), Udaipur in addition to the main **Jhamarkotra Rock Phosphate Mine**, which is situated at a distance of 26 Kms. from Udaipur city near village Jhamarkotra, Distt. Udaipur.

CLIMATE

- 3.3 The climate of this region is semi arid with variable temperature ranging from 15 degree centigrade in January to 45 degree centigrade in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 47 degree centigrade in summer and drops to 2 degree centigrade in winter. The average rainfall is 638 mm. per year mostly restricted to 4 months of June to September. Occasionally scanty precipitation may be there during winter season.

GEOLOGY

- 3.4 Geologically, this area is the part of Aravalli Super Group, comprising of meta-sediments resting unconformably over the schists, gneisses and granites of Pre-Aravallis/Banded Gneissic Complex. The rock phosphate deposits of Udaipur region belongs to Maton Sub Group of Aravalli Super Group. It is comprised of meta-sediments, i.e. Ortho-quartzite, Dolomite, Dolomatic Limestone, Phyllite, Phosphorite, and Brecciated Quartzite/Quartzite. The phosphorite mineralization is associated with dolomite/dolomatic limestone and found in a single horizon of stromatolitic phosphorite in the entire stratigraphic column. The apparent recurrence of phosphorite band/bed in different areas is a reflection of initial irregularities of the shoreline as well as due to the deformation pattern in the rocks. By these deformations, the country rocks as well as phosphorite band/bed are showing the synform and antiform folding along with the faulting and the phosphorite bed had altered into reworked/ powder form, and also showing the pinching-swelling nature in which the bed becomes thinner on limbs (0.5 meter to 1.0 meter) and thicker at basal/core part (1.5 meter to 2.5 meter) at the workable deposits/mines. The strike length of phosphorite deposits is also variable from place to place i.e. 500 meter to 1.5 kilometers. The dip of bands/limbs is also variable from 20 degree to 80 degree and

even vertical. Due to deformation, the rock phosphate is crushed and weathered to powder form at places particularly in basal /core parts of folding.

3.5 SITE INFORMATION

- 3.5.1 The mining operations were carried out in the mine which is evident from the surface plan, showing the working details of different mining pits and locations of overburden dumps etc. . Besides this there are patches of land in the lease area, the surface right for which vests with the private tenants and with Government
- 3.5.2 Dakankotra Rock Phosphate deposit in Udaipur region and located near Udaipur city. The phosphorite mineralization is associated with siliceous dolomite/dolomitic limestone belonging to Maton Formation of Aravalli rocks. The mineralization occurred in the form of bedded/ stromatolitic bands which have been subjected to complex deformations such as folding, faulting, and shearing. By this fact, the rock phosphate is highly crushed and weathered to powder form in eastern block, southern block as well as in central block. While in western block, less weathering effect is seen but it may occur in depth because it is the general trend of deposit. The other rock types, such as Orthoquartzites are generally found on footwall side while the cherty breccias and carbonaceous phyllite/shale on hanging wall. The Dakankotra rock phosphate deposit is divided into three blocks for the exploration, exploitation and extraction of mineral rock phosphate and designated as under:

RSMML's Obligations

- 3.6 RSMML will provide to the consultant with all the available informations regarding the deposit. RSMML will provide copy of mining plan, mining scheme and all related maps drawings and plans will also be provided to the consultant. Any other information available with RSMML required for preparation of FMCP will be provided to consultant.

SECTION 4

Scope of Work

4.1. Preamble

- 4.1.1. The Govt. of Rajasthan granted mining lease of Dakankotra rock phosphate mines for 225.00 ha in favour of erstwhile RSMDC on 03.07.1981. An application for renewal of lease was submitted to DMG on 22.09.2000 for 159.77 Ha excluding forest area falling in the earlier granted lease. The ML period has been extended by DMG up to 02.07.2031 vide order no 4944 dated 21.02.2015 in pursuance to amended MMDR ACT- 2015
- 4.1.2. The mining activities were suspended in May 2004 following an order of Hon'ble Rajasthan High Court as Environment Clearance of mines was not available. Later on EC was obtained on 09.03.2007.
- 4.1.3. Moreover, most of the land of Dakankotra mining lease falls under private khatederi land efforts for land acquisition were also not successful
- 4.1.4. Due to economical non-viability, a proposal was moved in the year 2010 to surrender the Dakankotra mining lease. As per decision of the management, application of surrender was submitted to Department of Mines & Geology (DMG) but the application for surrender was withdrawn in year 2013 as per management decision
- 4.1.5. A Govt. Notification was published on 11.10.2012 for construction of National Highway no.8 bye-pass road and same was to pass through our Dakankotra mining lease. During public hearing on acquisition of land for Highway bye-pass road construction RSMML also represented to divert proposed road to enable safe mining such that it does not pass through the blasting zone of 500 meters.
- 4.1.6. In view of changed circumstances, proposal was again put up to management to surrender mining lease and to avoid unnecessary expenditure on dead rent and approve for filing surrender application

4.2. Scope of Work

- 4.2.1. Consultant shall conduct Survey of the Dakankotra mines, and will generate/prepare the up to date data regarding surface features required for preparation of FMCP.
- 4.2.2. Collecting the data for mineral deposit, production and Geological reports etc for preparation of FMCP.
- 4.2.3. Preparation of FMCP with all relevant plan and sections in accordance with provision of rule 21 of MCDR 2017
- 4.2.4. Submission of Draft FMCP to IBM as per check list for approval
- 4.2.5. Arrange to conducting the inspection of IBM authority for final approval of FMCP from IBM
- 4.2.6. Incorporating the suggestion of IBM in Final FMCP and submission to IBM for final approval
- 4.2.7. Obtain the approved FMCP From IBM Ajmer and the consultant will provide original copy of the approved Final Mine Closure Plan to RSMML

- 4.2.8. Supervision of protective and rehabilitation work for implementation of the proposals at mines as approved by IBM in FMCP
- 4.2.9. Supervision for implementation of the proposed work in approved FMCP. After completion of preparatory work consultant shall prepare the documents along with requisite photographs as per the terms of condition of approved FMCP, for on ward submission to IBM Ajmer. Arrange and coordinate the visit of IBM authorities for inspection of mines.
- 4.2.10. Preparation of documents for final submission to IBM authority for issue of final closure certificate under rule 21 (4) of MCDR 2017
- 4.2.11. Follow up with IBM authority including field inspection for obtaining the final closure certificate
- 4.2.12. Obtain the final closure certificate and submit to RSMML

SECTION 5

General Conditions of Contract

5.1. Standard of Performance

The consultant shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in consulting standards recognized by international professional bodies, and shall observe sound management, technical and engineering practices and employ appropriate advanced technology. The consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to the owner, and shall at all times support and safeguard the owner's legitimate interest in any dealings with sub consultants or third parties.

5.2. Consultant not to benefit from commissions discounts, etc.

The remuneration of the consultant pursuant to Section-6 hereof shall constitute the consultant sole remuneration in connection with this contract or the services. The consultant shall not accept for its own benefit any trade commission discount or similar payment in connection with pursuance to this contract or to the services or in the discharge of their obligations hereunder and the consultant shall use its best effort to ensure that any sub-consultants as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.3. Consultant & Affiliates not to be interested in project.

The consultant agree that, during the term of this contract and after its termination, the consultant and any entity affiliated with such consultant shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for the project.

5.4. Prohibition of conflicting activities

Neither the consultant nor the personnel of either of them shall engage, either directly or indirectly, in any business & professional activities, which would conflict with the activities assigned to them under this contract.

5.5. Confidentiality

The Parties shall treat the "Confidential Information", as confidential and shall not, without the prior written consent of the other Party, disclose, publish or communicate or allow the disclosure, publication or communication of the "Confidential Information" or any part of it to any person other than its consultants, advisors and employees needing access to the Confidential Information in the course of their duties as consultants, advisors and employees. The Confidentiality shall be in accordance to RTI Act, 2005.

5.6. Indemnification of the owner by the consultant

The consultant shall keep the owner, both during and after the term of this contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited,

to legal fees and expenses, suffered by the owner or any third party, where such loss, damage, injury or death is the result of the wrongful action, negligence or breach of contract of the consultant or its sub consultants, or the personnel or agents of either of them including the use or violation of any copyright work or literary property or patented invention, article or appliance.

5.7. Insurance to be taken out by the Consultant

The consultant shall take out and maintain at his own cost, insurance against the risks and for the coverage's, and maintain any and all other insurance which he may be required under any law or regulation or practice from time to time.

5.8. Documents prepared by the consultant to be the property of the owner

All plans, drawings, specifications, designs, reports and other documents prepared by the consultant in performing the services shall become and remain the property of the owner, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the owner, together with a detailed inventory thereof. The consultant may retain a copy of such documents, but shall not use them for the purposes unrelated to this contract without the prior written approval of the owner.

5.9. Personnel

The consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services. It is understood that personnel strength will be augmented from time to time depending on the requirements for timely completion of work as directed by Owner Representative.

5.10. Good Faith

The parties undertake to act in good faith with respect to each other's under this contract and do adopt all reasonable measures to ensure the realization of the objectives of this contract.

5.11. Operation of the Contract

5.11.1. The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them and that, if during the term of this contract either party believes that this contract is operating unfairly the parties will use their best efforts to agree on such action as may be necessary to remove the causes of such unfairness.

5.11.2. The Owner shall have, at all time access to the relevant personnel, documents. Information on all related works connected with this assignment in the various offices of the Consultant.

5.12. Waiver

In any case in which any of the powers conferred upon the Owner shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall

notwithstanding be exercisable in the event of any further case of default by the Consultant.

5.13. Indemnity

- 5.13.1. The consultant shall always indemnify the company and its representative against all the claims and liabilities for or in respect of all or any claim etc. of Engineers, workers, labourers and staff employed and/or engaged in respect of this contract under the aforesaid Acts, rules, regulations and schemes including statutory modifications thereof or otherwise for or in respect of any claim, damage, compensation, expenses etc, whatsoever payable in consequence of any loss, damage, accident or injury etc, sustained by any employee or any other third person including the employees of the company. If at any time the company is required to make any payment/claim/compensation by virtue of any of the above Acts, etc., such payments shall be deemed to have been made on behalf of the Consultant and same shall be recovered from the consultant's bill(s) or from any sum(s) due to the consultant.
- 5.13.2. All sums payable by way of compensations under any of these conditions shall be considered as reasonable compensation to be applied to the use of the company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

5.14. Patents/Copy Right/Trade Mark

Consultants shall indemnify and keep indemnified the Owner including his executives, engineers, and employees and authorized agents/representatives and shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipments described in the contract or for the use or resale thereof, and Consultant agrees to assume the defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

5.15. Modification

The Contract constitutes the entire agreement of the parties hereto. No modifications of the contracts shall be binding upon either party unless the same is issued in writing and made a part of the agreement.

5.16. Sub-letting

- 5.16.1. The whole of the work included in this contract shall be executed by the consultant and consultant shall not directly or indirectly transfer, assign, under-let, sub-let the contract or any part thereof or interest there in without prior written permission and in doing so shall render the contract/agreement to be terminated on the risk and cost of the contractor.
- 5.16.2. Should it became necessary and essential to sub-let part of the scope of work, for fruitful completion, then the consultant shall request the owner in writing and after obtaining the written permission, the consultant can sub-let part scope of the work.

SECTION 6

Time Schedule

6.1 Completion Schedule

6.1.1 Time is the essence of the contract & Consultant shall complete the entire Scope of Work covered under the contract within one year and Six months (18 Months) from the date of LOA as per the time schedule given below:

Table 1

Sr. No.	Job Description	Time Frame
1	Surveying and Mapping	30 Days
2	Preparation of FMCP with all relevant plan and sections in accordance with provision of rule 21 of MCDR 2017	60 days
3	Submission & Approval of Final Mine Closure Plan from IBM Ajmer	90 days
4	Supervision of protective and rehabilitation work for implementation of the proposals at mines as approved by IBM in FMCP	180 days
5	Preparation of documents for submission to IBM authority for issue of final closure certificate under rule 21 (4) of MCDR 2017 Follow up with IBM authority including field inspection for obtaining the final closure certificate and to obtain the final closure certificate from IBM and hand over to RSMML	180 days
6	Total	One and Half year

6.1.2 Consultant will furnish within 15 days from the date of Letter of Acceptance, a Time bound programme of work for the preparation and completion of the project for acceptance by the Owner. This shall become the basis for assessing the actual progress of work.

6.2 Extension of Time

6.2.1 Failure or delay by the company due to any reason whatsoever shall in no way effect or vitiate the contract or alter the character, thereof or entitle the Consultant to damages or compensation thereof provided that the company may extend the time for completion of the work by such period as it may consider necessary or proper.

6.2.2 If the Consultant desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or the work has

been materially increased by the company or other such grounds, he shall apply in writing to the Owner Representative within ten days of the date of occurrence of event on account of which he desires, such extension as aforesaid, and the engineer-in charge, shall, if in his opinion (which shall be final) reasonable grounds have been shown thereof, authorizes such extension of time as may be, in his opinion be necessary or proper. Whenever such extension is granted by the Officer- incharge, this would be without prejudice to the company's right under this contract.

6.3 Compensation for Delayed completion

- 6.3.1 For any delay in completion of the "Scope of work" beyond the scheduled period specified in the Contract or partial fulfillment of obligations, the consultant will pay to the Owner by way of compensation a sum equivalent to one percent of the total contract price for a month or part thereof for the work may remain incomplete subject to a maximum of 10 % of the total contract value. The compensation shall be realized by effecting a reduction in the contract price.
- 6.3.2 In case of unsatisfactory/delayed progress of work, the owner may by giving two weeks' notice to the Consultant, cancel the contract without prejudice to the Owners rights contained in the contract to determine the contract and claim damages from the consultant.
- 6.3.3 The consultant shall not raise the question of proving actual loss suffered by the Owner consequent on the said delay in completion.

SECTION 7

Remuneration

Fees

- 7.1 Fee should be quoted in the format as per “*Schedule A*” appended hereto both in figures and in words. The quoted fee shall be inclusive of all taxes, duties etc excluding GST. The quoted fee should remain firm, fixed & binding till the completion of entire scope of work.

Terms of Payment

- 7.2 The Consultant shall be paid progressively on completion of Targets as per the Table 1 shown in clause 6.1. Consultant shall raise invoices and owner shall make payment within 15 days of receipt of invoice after deduction of necessary dues payable by the consultant to the owner in accordance with various provisions made elsewhere in the document.
- 7.3 The lump sum amount as quoted in “*Schedule A*” & agreed by Owner shall be paid by Owner on the basis of the following:
- a) 35% (Thirty Five Percent) of total value of contract as an advance at the time of assignment of work for start of work after submitting Security Deposit
 - b) 15% (Fifteen percent) of the total contract value on submission of FMCP to IBM for approval
 - c) 15% (Fifteen percent) of the total contract value on approval of the Final Mine Closure Plan from IBM Ajmer
 - d) 15% (Fifteen percent) of the total contract value on submission of application for obtaining the Final Mine Closure certificate to IBM Ajmer
 - e) 20% (Twenty percent) of the total contract value after Obtaining the final closure certificate from IBM Ajmer

Taxes

- 7.4 Variation in statutory taxes, duties & levies: All taxes/ duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. Any variation in the statutory Taxes, Duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the date of submission of tender as reflected in the bills raised by the contractor on to the Company shall be to the account/payable to the Company. The Contractor/Company will claim reimbursement of such liability, supported by documentary evidence.
- 7.5 The rate quoted by contractor shall be exclusive of GST. The Present applicable rate of GST is 18%. RSMML will reimburse/recover at actual any tax/ duties which are imposed/increased/withdrawn /decreased after the date of submission of offer & are directly applicable to this contract and recovered from/payable to the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

SECTION 8

Securities & Compensation

8.1 Earnest Money Deposit

- (i) The Bidder should deposit Rs 7,000/- (Rupees Seven Thousand only) as Earnest Money deposit (EMD) with the offer through a Demand Draft drawn in favour of M/s Rajasthan State Mines & Minerals Ltd. Payable at Udaipur. The Earnest Money furnished by the successful Bidder shall be refunded after the submission of Security Deposit.
- (ii) Offers not accompanied with requisite EMD shall be summarily rejected.
- (iii) The EMD shall be returned to those bidders, whose bid has not been accepted by the Owner. The EMD of successful bidder will returned after submission & acceptance of Bank Guarantee towards Security cum Performance Deposit.
- (iv) EMD is a non-interest bearing deposit.

8.2 Forfeiture of EMD

- (i) EMD shall be forfeited in case of revision and/or modification of terms of offer or withdrawal of offer during the validity period.
- (ii) EMD of the successful bidder (consultant) shall be forfeited if he fails to deposit the requisite security cum performance deposit and/or fails to commence the work within stipulated time period.
- (iii) In the event bidder, after the issue of communication of acceptance of his bid by the Owner, fails/refuses to execute the work as herein, the bidder shall be deemed to have abandoned the work/contract, and such an act shall amount to and be construed as the Consultants calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the bidder and in such an event the owner shall have full right to claim damages thereof in addition to the forfeiture of the EMD deposited interms of this bid document.

8.3 Security Deposit

- (i) Consultant has to furnish as security for the due, proper and faithful fulfillment of the obligations under the contract. In case any deficiency is found in Consultancy service or it does not confirms the Owners requirements/specifications and/or do not meet the desired performance, the Consultant agrees to revise, modify, rectify and replace, as the case may be, in a manner suggested by the owner to correct the deficiency at the Consultant own expense within a minimum time to be specified by the Owner.
- (ii) The Consultant will furnish within 15 days of date of LOA to the Owner the security deposit equal to 10% of contract value in the form of a Demand Draft in favour of RSMML or Bank Guarantee in the prescribed proforma from Public Sector Bank valid for a period of six months in excess of the contractual completion period having its branch at Udaipur. In case the extension of the

Bank Guarantee is required the Consultant shall provide the same. No interest is payable on the security deposit.

- (iii) The Owner shall be at liberty without any notice or reference to the Consultant in realize and enforce payment of the Security Deposit cum Performance Guarantee for non-fulfillment and/or unsatisfactory performance of the contract.
- (iv) The Bank Guarantee shall remain binding notwithstanding such variation, alterations or extensions of completion time as may be made, given, conceded or agreed to between the Consultant and the Owner under these general conditions or otherwise.
- (v) It is understood that the Security Deposit cum performance Guarantee shall not bear any interest and the consultant shall have no claim for the interest on the security deposit cum performance Guarantee or any depreciation thereof.
- (vi) The Security deposit shall be released on application by consultant after discharge of all obligations by the consultant under the contract.
- (vii) The said security deposit shall not in anyway be construed as a limitation of the consultant's responsibility or liabilities pertaining to his obligations and/or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the owner in terms of the contract and/or the laws of the land.

SECTION 9

Dispute Resolution, Force Majeure, Defaults, Termination & Appeal

9.1 Dispute, Jurisdiction

- 9.1.1 The place of contract shall be Udaipur, Rajasthan. In case of any difference the same shall be settled by the mutual discussions and agreement. However, the decision of Managing Director, RSMML shall be final and binding.
- 9.1.2 No Court other than the Court located at Udaipur in the State of Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 9.1.3 The consultant shall not stop or abandon the work due to and during the pendency of such disputes or differences.

9.2 Force Majeure

Neither the contractor nor RSMML 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 notices from the Directorate of Mines Safety Office, Other Statutory Authorities, Civil Commotion, Fire Accidents, Epidemics, War, Flood, Acts of Gods or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ Partial power failure/ interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting for a continuous period of three months, both the parties will consult each other and decide about the future course of action regarding the contract.

9.3 Termination

- 9.3.1 Owner may at any time for valid reason, or if consultant makes any default on their part under the provisions of this contract and such default continue to be unattended for a period of fifteen days, terminate this contract by giving notice of 7 days to the Consultant. The owner shall not be liable for any financial liability of any kind on any account to the consultant.
- 9.3.2 The consultant may terminate this contract by giving an advance notice of 15 days to the owner, if the owner makes any default as per the terms of this contract on his part and defect is un-remedied for a period of fifteen days.
- 9.3.3 In any event of premature termination the owner may get the whole or residual part of the execution done from other agencies at the risk and cost of the consultant.
- 9.3.4 In case of premature termination of the contract, the security deposit will be forfeited and the owner will be at liberty to recover the loss suffered by it from the consultant provided, however, the reasons of termination are attributable to the consultant.

9.4 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 as per Annexure-7 and Annexure-8

SCHEDULE – A

PRICE BID PROFORMA

(Part II – To be given in separate sealed envelope)

Ref: Tender No. RSMM/ DGM/DKT/FMCP /2017-18/1396 Dated 24.03.2018

Name of bidder:

Sr. No.	Description of work	Amount (Rs.)	
		In Figures	In Words
1	Preparation of Final Mine Closure Plan for Dakankotra Rock Phosphate Mines Udaipur as per the guidelines laid down in MCDR 2017 & its approval from IBM Ajmer as per scope of work of tender document.		
2	Supervision of protective, rehabilitation and reclamation work and Preparation of documents for submission to IBM authority for issue of final closure certificate under rule 21(4) of MCDR 2017 and obtaining the final closure certificate from IBM		
	Total Amount (In Rs.)		

Note:

1. Above quoted price is inclusive of cost of all services included in the scope of work and other heads as stipulated in the tender documents, drawings, specifications and to complete the subject work, irrespective of whether all the activities are categorically listed out/brought out elsewhere or not.
2. The lump sum price indicated above is inclusive of all applicable taxes including duties, levies, travelling, lodging, boarding, documentation, communication and site expenses etc. The price will remain firm, fixed and binding till the completion of services and no escalation will be paid whatsoever. The rate quoted are exclusive of GST
3. The price mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluating the bids.

Signature with seal of Bidder

COVERING LETTER FOR SUBMISSION OF TENDER

(To be submitted on the letter head of the Tenderer, duly filled in)

Ref: Tender No. RSMM/ DGM/DKT/FMCP /2017-18/1396 Dated 24.03.2018

To,
Dy General Manager (Mining)
Rajasthan State Mines & Minerals Ltd,
Jhamarkotra Mines
Distt- Udaipur (Raj.)

Sub: Your Invitation for Tender for.....

In response to the above 'Invitation for Tender', we are pleased to submit our offer and would state as under: -

1. We hereby specifically confirm that we possess the necessary experience for Preparation of a FMCP for Dakankotra Rock Phosphate Mines Udaipur , Rajasthan.
2. We have carefully perused the documents connected with the above noted work and agree to abide by the same.
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application and to seek clarification from the bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary.
4. We agree to complete the Work within specified period as mentioned in the Tender Document. In case of failure on our part, we shall pay compensation to RSMML as per the provisions and stipulation as contained in the Tender document.
5. We have enclosed the Earnest Money Deposit of Rs...../- (Rupees only) in the form of DD or Banker's cheque with our offer.
6. In the event of acceptance of our Tender, we agree to abide by and fulfill all terms and conditions referred to therein in the Tender document and schedule of prices and for any default thereof, allow the RSMML to forfeit the EMD and/or Security Deposit (performance security) as stipulated in conditions contained in the Tender Documents.
7. We have deposited the EMD and also agree to pay/deposit the Security Cum Performance Guarantee both not carrying any interest and accept the terms and conditions laid down in the Tender documents or as prescribed subsequently in this respect which we will carry out faithfully and diligently.
8. We hereby state that we have not been banned, de-listed by any government or quasi – government or PSU.
9. We have enclosed documentary proof of our experience of execution of works of similar nature and value and as per the requirement of the Tender Documents.

10. We are fully aware of the statues/laws/rules in connection with working at (project site). We agree to abide by all the statutory provisions applicable for execution of the work.
11. We hereby confirm that Price Part of our offer is in conformity with the Schedule of Rate/Price format enclosed with the “Invitation for Tender.”

Date..... day of...2018.

Signature of Tenderer with seal

Ref: Tender No. RSMM/ DGM/DKT/FMCP /2017-18/1396 Dated 24.03.2018

Name of Work:

Name of Tenderer:

List of similar jobs executed by the Tenderer during last five years

Project Name	Name of organisation	Description of work	Value of contract (Rs.	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks: Explaining reasons for delay, if any and work completed with or without liquidated damage	Litigation, if any and its outcome

Signature of Tenderer with seal

Performa of Bank Guarantee for Performance Security Deposit

(To be issued by a Public Sector Bank having its Branch at Udaipur on a non-judicial stamp paper of appropriate value)

B.G.No. _____

Dated _____

This Deed of Guarantee made between _____ a Scheduled/Nationalized Bank having its registered office at _____ (ADDRESS) and its head office at _____ (ADDRESS) and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Ltd, a Company incorporated and registered under Indian Companies Act, 1956, having its registered office at C 89-90, Janpath, Lalkothi Scheme, Jaipur, and corporate office at 4, Meera Marg, Udaipur – 313 004 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 having its registered office at _____ (ADDRESS) _____ wherever the context so require includes its successors and assignees (hereinafter called ‘the Contractor’) from the demand under the terms and conditions of Letter Of Acceptance (LOA) No. _____ dated _____ issued in favour of the Contractor and agreement dated _____ made/to be entered into between RSMML and M/s. _____ (contractor), hereinafter called the said Letter Of Acceptance / agreement which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said Letter Of Acceptance / agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (in words _____) (being equivalent _____ % of contract value of Rs. _____.

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

- i) We, _____ (Bank) do hereby undertake to pay to the Company an amount of not exceeding Rs. _____ (in words _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and/or conditions contained in the LOA/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.
- ii) We, _____ (Bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee

without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in said Letter Of Acceptance / agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the banker under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words _____)

- iii) We, _____ (Bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the Company certifies that the terms and conditions of the said Letter of Acceptance /agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee, unless a demand or claim/s 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.
- iv) 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 bank's above branch/divisional office or our Udaipur branch at----- under the signatures of the Company's Financial Advisor or GGM (Phos) or DGM (Mining) or any of the Directors shall be deemed sufficient demand under this guarantee.
- v) We, _____ (Bank) further agree that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forebear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act, omissions on the part of the Company

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.

- vi) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the Contractor or ourselves or liquidation or winding up or dissolution or insolvency of the Contractor nor shall it be affected by any change in Company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated Company or concern till the payment or amount not exceeding Rs. _____ (in words _____) is made by the Bank.
- vii) This guarantee will not be discharged / vitiated or affected if any 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 guarantee.
- viii) We, _____ (Bank) agree to pay to the Company simple interest @ 18% per annum on the amount demanded along with the costs, charges and expenses payable in respect thereof, if payment is not made within 10 days from the receipt of demand lodged by the Company.
- ix) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- x) 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.
- xi) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction.

IN WITNESSETH, I, hereby _____, son of _____ (designation) _____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at _____ this the _____ day of _____ 2018.

Date _____

Place _____

LIST OF EXCEPTIONS AND DEVIATIONS

Ref: Tender No. RSMM/ DGM/DKT/FMCP /2017-18/1396 Dated 24.03.2018

Name of Work:

Name of Tenderer:

In line with Tender Document, Tenderer may stipulate exceptions and deviations to the Tender Stipulations if considered unavoidable.

S.No.	Page No. of Tender Document	Clause No. of Tender Document	Subject	Deviations

Note:

- (i) Any deviations taken by the tenderer to the stipulations of the Tender document shall be brought out strictly as per this format and enclosed along with the Offer.
- (ii) Any deviation not brought out as per this format and written elsewhere in the offer shall not be recognized and the same is treated as null and void.

Signature of Tenderer with seal

Proforma for Check list for the information to be furnished by the Tenderer along with the offer

Ref: Tender No. RSMM/ DGM/DKT/FMCP /2017-18/1396 Dated 24.03.2018

Name of Work:

Name of Tenderer:

Tenderers are requested to mark [√] in the appropriate column for having furnished details in the requisite number of copies as detailed below : If the information is not furnished, then the Tenderers are requested to give the reasons for not furnishing the same in the remark column (*Tenderers are requested not to write anything in this Proforma*).

Sr. No	Details regarding Information furnished by the Tenderer	Furnished	Not Furnished	Remarks
A	B	C	D	E
1.	Details of similar works executed as per proforma of tender fulfilling qualification requirements along with the following a) Copy of Work Order along with its enclosures for similar work executed. b) Copy of Completion Certificate			
2.	Covering letter as per format (Annexure-1)			
3.	List of similar jobs during the last five years(Annexure 2)			
4.	Proforma of bank guarantee for performance security deposit (Annexure-3)			
5.	Exceptions and Deviations, as per proforma of Tender (Annexure-4)			
6.	Power of Attorney in the name of person signing the Tender			
7.	Earnest Money Deposit (Demand Draft /Banker's Cheque)			
8.	Permanent PF Registration No. & Copy of PF Registration Certificate			
9.	GST registration No. & PAN No.			
10.	Un priced Price (Part II) - (Schedule – A)			
11.	One copy of complete Tender document inclusive of addenda/corrigenda, if any, duly signed and stamped on all pages.			

Signature of Tenderer with seal

AFFADAVIT

(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:

I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.

- (i) I/we have not been banned/suspended/de-listed by RSMML,
- (ii) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer
- (iii) I/we declare that price bid is in prescribed performa & no conditions are attached to it. Even if any condition is found, those would be ignored at the risk & cost of us.

Signature of Tenderer(s)

(Authorized signatory)

With Seal

Place:

Date:

Form No.1 (see rule 83)

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

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

1. Particular of appellant:

(i.) Name of the appellant:

(ii.) Official address, if any:

(iii.) Residential address:

2. Name and address of the respondent(s):

a.

b.

c.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal: (Supported by an affidavit)

.....
.....
.....

7. Prayer:
.....
.....

Place

Date

Appellant's Signature

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

1. Filing an appeal

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

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a. determination of need of procumbent;
- b. provisions limiting participation of Bidders in the bid process;
- c. the decision of whether or not to enter into negotiations;
- d. cancellation of a procurement process;
- e. applicability of the provisions of confidentiality.

5. Form of Appeal

1. 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.
2. 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.
3. 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

1. 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.
2. 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

1. 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.
2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - a. hear all the parties to appeal present before him; and
 - b. peruse or inspect documents, relevant records or copies thereof relating to the matter.
3. 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.
4. The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.