



## **RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

### **e-TENDER DOCUMENT FOR**

**“Loading of limestone gitti of various sizes into tippers/dumpers from crusher hopper (s) and/or different stacks lying at company’s Sanu mines, Distt. Jaisalmer, its transportation from mines to railway siding at Jaisalmer / Sanu railway station and its unloading, stacking, watch & ward and mechanized loading of limestone gitti into railway wagons using front end loaders etc. ”**

**e-Tender No. RSMM/ CO / GGM (Cont)/Cont-15/18-19 Dated 10.10.2018**

**Issued by  
General Manager (Contracts),  
Corporate Office,  
RSMML, Udaipur**

**Cost of Non Transferable  
Tender Document(including GST) : Rs 4720/-**

Processing fees : Rs. 1000/-

Date of downloading of Tender: From 11.10.2018. to 13.11.2018 up to 1.00 pm

Last Date of submission of online Tender : 13.11.2018 up to 3.00 pm

Date of Opening of Techno-commercial Part : 14.11.2018 at 3.30 pm

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

**Corporate Office:**  
4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2428792, 2428763-67,  
Fax :0294- 2428768, 2428739

**SBU & PC, Limestone Office ,**  
8,WestPatelNagarCircuitHouse Road  
Jodhpur 342011  
Phone: (0291) 2511031, 2516199  
Fax: 0291-2511029



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4, Meera Marg, Udaipur (Raj)

Phone : 0294-2427177, 2428763-67, fax 0294-2428768,2428739

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

Ref. no :-RSMM/CO / GGM(Cont)/Cont-15/18-19

Dated:10.10.2018

## **DETAILED NOTICE INVITING TENDER**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in>, for following works from Co-operative Societies (registered under Co-operative society Act 2001 or any other Co-operative society Act of India). Other than registered society (Competent & experienced Individual /Firm/Companies) can also participate in this tender provided they are able to form a Registered Co-operative Society before commencement of work:

Brief Description of work	Estimated Quantity (Per Year)	Period of Contract	EMD (Rs.)
Loading of Limestone Gitti of Various sizes into Tippers/ Dumpers from Crusher Hopper (s) and different stacks lying at Company's Sanu Limestone Mines, Distt. Jaisalmer, its transportation from Mines to Railway Siding at Jaisalmer /Sanu Railway Station, and its unloading, stacking, watch & ward and mechanized loading of Limestone Gitti into Railway Wagons using Front End Loaders etc.	24,00,000 MT	Two Years	172.20 Lacs by BG / DD/ PO
Cost of tender document is Rs.4720/- (inclusive of GST), payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 11.10.2018 to 13.11.2018 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 13.11.2018 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 14.11.2018 at 3.30 pm at C. O. Udaipur		

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

- Tenderer should have minimum turnover of Rs. 21.53 crore in any one of the preceding three financial years i.e. 2015-16, 2016-17 & 2017-18 in the name of tenderer.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to

submission of required cost of tender document , e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.

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

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

The Co-operative society has to deploy the requisite number of equipment required to perform the entire scope of work and compliance of terms & conditions of tender thereof and to achieve the production targets, as given to the society by the Company from time to time.

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 who has been suspended/ banned by the Company shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

**General Manager (Contract)**

**Note:** The tenderers are advised to keep visiting RSMML/E-proc/SPPP website till due date / extended due date(s) of tender for corrigendum /addendum if any to the tender.

## SECTION-2 Definitions, Interpretations

### 2.1. DEFINITIONS:

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

- 2.1.1 **“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 authorised to act on its behalf for the purpose of contract.
- 2.1.2 **“Appointing Authority”**, wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.1.4 **“Head of SBU &PC –Limestone”** shall mean Group General Manager for the SBU &PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.1.5 **“Group General Manager (Contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor in the office.
- 2.1.6 **“Unit In-charge”** shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.7 **“Agent”** shall mean the Agent for Limestone Mines notified by the company in this behalf under Mines Act, 1952.
- 2.1.8 **“Engineer-In-Charge” or “Officer In-Charge” or “Authorised 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-Limestone.
- 2.1.9 **“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.
- 2.1.10 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Sanu Limestone Mine of Rajasthan State Mines & Minerals Ltd.
- 2.1.11 **“Approved”** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.12 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.13 **“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 acceptance / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.14 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

- 2.1.15 **“Tenderer or Bidder”** shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the “invitation for tender bid” & shall includes his/its their legal representative, administrators, successors and executors.
- 2.1.16 **“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 Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.1.17 **“Letter of Acceptance”** shall mean intimation by a letter/fax to successful bidder /tenderer, that his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.18 **“Works”** shall mean the works or part thereof to be executed in accordance with the work agreement and shall includes all extra, additional, altered and/or substituted work, if any, as required for the purpose of the work agreement
- 2.1.19 **“Commencement of work”** shall be reckoned from the date of issue of letter of acceptance / works order whichever is earlier including the stipulated mobilization period.
- 2.1.20 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.1.21 **“Contract Rate”** or Schedule Rate” or “Tendered Rates” or Rate of remuneration” means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations based on the loading and transportation of limestone gitti of specified size & quality from the specified area/s on per metric tonne basis.
- 2.1.22 **“Applicable Rates”** shall mean the rates payable to Co-operative Society after escalation/de-escalation of tendered rates due to variation in the price of diesel as per clause provided in the tender document for execution of work.
- 2.1.23 **“Schedule of quantities and Rates”** shall mean the loading and transportation schedule incorporated in the contract in which are entered quantities of all work, for the execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- 2.1.24 **“Notice in writing or Written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered / Head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.1.25 **“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.
- 2.1.26 **“Quarter”** shall mean period of three calendar months.
- 2.1.27 **“Shift”** shall mean continuous period of eight working hours or any other duration specified by the company from time to time.
- 2.1.28 **“Plant” or Crushing & Screening Plant (CSP)** shall mean the crushing & screening plants and its part thereof at Sanu Limestone mine.
- 2.1.29 **“Specified/designated/location/places”** shall mean allocated area, for specific purpose, by the company time to time.
- 2.1.30 **“Attested”** shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted officer/Notary Public.
- 2.1.31 **“Clause”** shall mean the Clause and sub clauses of this tender document and/or agreement etc.

- 2.1.32 “**Mines**” shall mean Sanu Limestone Mines 1 & 2 situated on Jaisalmer-Ramgarh Road in Jaisalmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd.
- 2.1.33 “**Jaisalmer/Sanu Railway Sidings**” shall mean Jaisalmer railway siding & Sanu Railway Siding allotted to M/s Rajasthan State Mines & Minerals Ltd. by Indian Railway.
- 2.1.34 “**Co-operative Society**” shall mean the society, registered under the Rajasthan Co-operative Society’s Act, with Registrar of Co-operative Society or its Regional Office in the State of Rajasthan, whose tender has been accepted by the Company and shall include his or their its legal representatives, administrators.
- 2.1.35 “**Member**” shall mean members of co-operative society, which includes working members as well as statutory members as required under MMR-1961.
- 2.1.36 “**Loading Point**” shall mean site at mines / crushing & screening plant premises/ Jaisalmer/Sanu Railway Sidings from where loading of specified size of limestone gitti take place.
- 2.1.37 “**Penal freight:**” The amount recovered by Railways as punitive charges on account of excess weight found & penalty thereof imposed at originating station, en-route or at destinations as per extant Railway Rules.
- 2.1.38 “**Dead freight**” The amount recovered by Railway as per prevailing railway rules on account of weight short than the permissible carrying capacity weight of wagon as observed after weighment at railway weighbridge at loading point/ en-route or customer weighbridge at destination as is applicable.
- 2.1.39 “**Tonne**” shall mean metric tonne (1000 Kilograms),
- 2.1.40 “**Statutory obligation**” 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.
- 2.1.41 “**Weighbridge**” shall mean any weighbridge either departmental lorry weighbridge/s & or public weighbridge/s authorised by the company for weighment of Limestone.
- 2.1.42 “**In motion Weighbridge**” shall mean weighbridge for the purpose of weighment of rake in motion and installed and operated by the Railways etc. for the weighment of each wagons/rake.
- 2.1.43 “**Access Road**” shall mean Kuchha road connecting mineral stockyard/crusher to mine approach road and railway plots to main road.
- 2.1.44 “**Approach Road**” shall mean Kuchha motorable road connected mineral stockyard/crusher in mines to nearest tar road for transportation of mineral Limestone through trucks/ trollas/ tippers/ & etc.
- 2.1.45 “**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- Limestone/Engineer-In-Charge.
- 2.1.46 “**Completion Certificate**” shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.47 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

**INTERPRETAION: -**

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 & vise versa, where the contract so requires & permits.

SECTION-III  
INSTRUCTIONS TO THE TENDERER

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

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

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

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

### **3.2 Tender Procedure**

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

### **3.3 Tender Document Fee**

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

### **3.4 e-tendering processing charges**

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or



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

### **ONE BID PER TENDERER**

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

### **COST OF BIDDING**

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

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

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

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

- 3.12 In case an intending tenderer require any clarification in connection with, or any point covered in the tender documents, they are advised to send their queries/clarifications addressed to the GGM (LS), 8, West Patel Nagar Circuit House Road Jodhpur (Rajasthan) Fax no 0291-2511029, so as to reach him at least seven (7) days before the scheduled date of submission of bid. A copy of this communication should also be endorsed to the tender issuing authority. [Group General Manager (Cont.), Corporate office, Udaipur Fax no 0294-2428768 / 2428739 /email [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in) .]
- 3.13 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.

- 3.14 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**

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

#### **CURRENCIES OF THE BID AND PAYMENT**

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

#### **SUBMISSION OF TENDERS**

- 3.18 The tenders shall be submitted online as prescribed above in the tender document. The **“Techno – commercial Bid”** should contain the following:
- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
  - ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gezatted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
  - iii) Copy of PAN card & Goods & Service Tax Registration Number.
  - iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
  - v) Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer
  - vi) “Exceptions & Deviations statement” to be submitted by the tenderer in form -4 of tender document
  - vii) Information regarding skill & experience of supervisory staff and the site organization, giving details of field management which the tenderer proposes to have for this work in Form -5.
  - viii) Tenderer shall submit an undertaking on non-judicial stamp paper of appropriate value to become the members of a Co-operative Society as per format given in tender failing which the offer would not be considered. It is mandatory that proprietor/all the partners (in case of partnership firm) / all the Directors of the Company become the members of the Co-operative society to be constituted to carry out the job.
  - ix) Duly filled form 1,2 and 5 of tender document.
  - x) Undertaking/affidavit as per annexure III & V given in tender document

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

3.20 **PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-6/ BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

**DEADLINE FOR SUBMISSION OF BIDS**

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

**LATE BIDS**

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

**OPENING OF THE TENDER**

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

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

**EXCEPTIONS AND DEVIATION**

3.25 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form-04. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

## **BID SECURITY / EARNEST MONEY**

- 3.26 The tenderer must pay bid security as per DNIT in the form of crossed demand draft(having validity of three month) in favour of “RSMML” and drawn on any bank at Udaipur or in the form of Bank Guarantee.
- 3.27 In case the EMD is in the form Bank Guarantee (BG) same should be as per the prescribed format of RSMML annexed with the tender & having validity of six months (plus grace period of 3 months) issued in favour of the company by any Public sector bank (except SBI) /ICICI/ HDFC/ AXIS Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG.
- 3.28 Original BG shall be deposited by the tenderer on or before the last date of online submission of tender alongwith other documents.” failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.29 The bid security 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 prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
  - iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
  - iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
  - v If tenderer doesn't form the society before commencement of work.
  - vi If tenderer fails to commence the work within stipulated period.

## **VALIDITY**

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

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

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

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

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

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

## **NEGOTIATIONS**

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

### **CORRECTION OF ERRORS**

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

### **PROCESS TO BE CONFIDENTIAL**

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

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

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

### **3.46 INTERFERENCE WITH PROCUREMENT PROCESS**

#### **In case the bidder**

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

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

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

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

### **RIGHTS OF COMPANY**

- 3.49 The Company reserves the right –
- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
  - ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
  - iii) to increase / decrease the quantity and period of contract, without any additional obligation on it.
  - iv) not to carry out any part of work.
  - v) to reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.50 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**

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

## Section-4

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### **INTERPRETATION OF CONTRACT DOCUMENT:**

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

#### **SECURITY DEPOSIT (SD)/PERFORMANCE SECURITY :**

- 4.4 The society shall furnish Security Deposit equivalent to 10% of the total contract value through Demand Draft in favour of RSMML, Jodhpur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/ LOA/DLOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from PSU(except SBI)/ ICICI/Axis/HDFC bank having its branch at Jodhpur on non-judicial stamp paper on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Co-operative Society 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 Co-operative Society and the Co-operative Society has rendered. "No claim and No dues Certificate" to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Co-operative Society either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Co-operative Society.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Co-operative Society 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 Co-operative Society from the company on any account and in the event of the such amount being insufficient the Co-operative Society shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.



- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Co-operative Society. The Co-operative Society shall pay to the company on demand any balance remaining due.
- 4.10 In case the Bank Guarantee is invoked for any reason/s, the Co-operative Society is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of **30 (Thirty) days** from the date of invoking of original Bank Guarantee.
- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Co-operative Society shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 For execution of contract, it is required to form a Co-operative Society, so S.D. shall be furnished by the Co-operative Society so formed and register under Society Act.
- 4.14 In case of enhancement of quantum of work, due to any reason, the Co-operative Society shall furnish additional security amount. This security will be progressively recovered from the payment due to the Co-operative Society.

**SUB-LETING OF WORK:**

- 4.15 The whole of the work included in the contract shall be executed by the Co-operative Society alone and the Co-operative Society 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 Co-operative Society

**DRAWINGS AND SPECIFICATIONS:**

- 4.16 Wherever it is mentioned in specifications/ drawing/ other documents or instructions that the Co-operative Society shall perform certain work and/ or provide certain facilities, it is understood that the Co-operative Society shall do so at his own cost.

**PATENTS/ COPY RIGHT /TRADE MARK:**

- 4.17 Co-operative Society shall indemnify and keep indemnified the Company including its employees and authorized agents/ representatives and its successors 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 equipment described in the contract or for the use or resale thereof, and Co-operative Society 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.

**CO-OPERATIVE SOCIETY TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS/ EMPLOYEES:**

- 4.18 The Co-operative Society 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.

- 4.19 The Co-operative Society shall bear all liabilities for employee and Labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.
- 4.20 The company shall not pay any additional amount on any such account. The only remuneration payable to the Co-operative Society by the company will be on the basis of accepted rates and work executed thereof.

**STATUTORY OBLIGATION:**

- 4.21 The Co-operative Society shall be responsible for the payment of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Co-operative Society 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 Co-operative Society further agrees to comply and to secure the compliance by all his sub-Co-operative Society/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. Co-operative Society 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 etc or any other civil or criminal court, tribunals by reason of any violation by Co-operative Society or his sub Co-operative Society/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.

**INDEMNITY:**

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

**WAIVER AND LIABILITY TO PAY COMPENSATION:**

- 4.25 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 Co-operative Society, the Co-operative Society shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Co-operative Society for past and future compensation shall remain unaffected.

- 4.26 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 Co-operative Society 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 Co-operative Society, 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 Co-operative Society failing to comply with such requisition the Engineer-In-Charge may remove them at the Co-operative Society's expenses or sell them by auction and/or private sale on account of the Co-operative Society 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 Co-operative Society.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

- 4.27 The Co-operative Society 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 Co-operative Society.

**NO CLAIM IF WORK IS ABANDONES OR POSTPONED:**

- 4.28 The Co-operative Society 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 Co-operative Society.

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

- 4.29 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 drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**PROTECTION OF WORK:**

- 4.30 During the progress of the work the Co-operative Society shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Co-operative Society shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and

before final payment is made, the Co-operative Society shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the vent of his failure to do so, the same may be removed and disposed off by the Company at the Co-operative Society expenses.

**COORDINATION AND INSPECTION OF WORK:**

- 4.31 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-In-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-In-Charge or his authorized representative. A register shall be maintained by the Co-operative Society in which the Engineer-In-Charge after inspection shall write the instructions to be issued by the Engineer-In-Charge and these will be signed immediately by the Co-operative Society or his authorized representative by way of acknowledgement.
- 4.32 In order to provide for the complete and proper co-ordination of all phases of work the Co-operative Society shall co-operate to the full extent with the other Co-operative Society, working in the area and the departmental work of the Company being executed in other areas of the mine. The Co-operative Society shall confer with Engineer-In-Charge regarding details, pertinent to phases of work, which may affect the work to be performed under the contract and shall be schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other Co-operative Society/s and departmental work of the Company.

**WORK IN MONSOON:**

- 4.33 During monsoon and other period, it shall be the responsibility of the Co-operative Society to keep the work site free from water at his own cost. The Co-operative Society should plan the execution of work in monsoon season, well in advance.

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

- 4.34 Should any discrepancy occur between the various instructions furnished to the Co-operative Society, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Co-operative Society's staff, the Co-operative Society 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.

**INSPECTION OF WORKS:**

- 4.35 The Engineer-In-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Co-operative Society shall afford or procure for the Engineer-In-Charge/ Engineer every facility and assistance, to carry out such inspections. The Co-operative Society shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been give to the Co-operative Society, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Co-operative Society's agent shall be considered to have the same force as if they had been given to the Co-operative Society himself/ itself.

**CO-OPERATIVE SOCIETY OFFICE AT SITE:**

- 4.36 The Co-operative society 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:**

- 4.37 The Co-operative society and/or his sub-Co-operative Society and their employees, at Co-operative Society'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 Co-operative Society the same shall be enforced by the Engineer-in-Charge at the Co-operative Society's expenses.
- 4.38 The Co-operative society shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.39 The Co-operative society 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.
- 4.40 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Co-operative society shall provide toilets for the use of the employees at the work site at his cost.
- 4.41 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Co-operative society at his cost. Medical check-ups of employees/ persons working with the Co-operative Society, as required under the rules, shall be undertaken by the Co-operative Society at his cost.

**DAMAGE TO PROPERTY:**

- 4.42 The Co-operative society which includes sub-Co-operative Society/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 Co-operative society and/or his sub-Co-operative Society/s, their employees, agents, representative etc.

**POWER OF ENTRY:**

- 4.43 During execution of Contract, if in the opinion of Engineer-In charge, it is found that:
- i. Co-operative society has failed to execute the Contract in conformity with contract document or
  - ii. Co-operative society has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or

- iii. Co-operative society has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
- iv. Co-operative society 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. Co-operative society has abandoned the work; or
- vi. Co-operative society 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 Co-operative Society's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the Co-operative Society as per provisions of contract.

**COMPANY MAY DO PART OF WORK:**

- 4.44 Upon failure of the Co-operative society which includes sub-Co-operative Society/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 Co-operative Society to carry out the work at the risk and cost of the Co-operative Society. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Co-operative Society, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Co-operative Society shall be bound by such decision of the Company.

**POWER TO ORDER SUSPENSION OF WORK:**

- 4.45 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the Co-operative society 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 Co-operative society 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 Co-operative society. The Co-operative society shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Co-operative society without prior knowledge and approval of the Company. If the Co-operative society 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 Co-operative society 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 to make 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 Co-operative society.

**LIENS:**

- 4.46 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Co-operative society, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Co-operative society. If any lien or claim remains unsettled after all payments due to the Co-operative society are appropriated on the account, the Co-operative society shall refund or pay to the Company all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

**CHANGE IN CONSTITUTION:**

- 4.47 The Co-operative society shall inform the Company before any change is made in the constitution of Co-operative society or induction or retirement of any of the partners/directions at the earliest.

**COMPLIANCE IN RESPECT OF VARIOUS ACTS:**

- 4.48 The Co-operative society shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/By-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 those Acts and rules made there under including the following will render the Co-operative Society liable to payment of necessary compensation / penalty, as deemed fit by the Company.
- i) The Contract Labour (Abolition & Regulations) Act 1971
  - ii) The Payment of Wages Act, 1936
  - iii) The Maternity Benefit Act, 1961
  - iv) The Payment of Bonus Act, 1965
  - v) The Mines Act, 1952
  - vi) The Payment of Workmen's Compensation Act 1923
  - vii) The Minimum Wages Act, 1948
  - viii) The Payment of Gratuity Act, 1972
  - ix) Forest Conservation Act, 1980
  - x) Air & Water Pollution Acts
  - xi) Mines Rules 1955
  - xii) Metalliferous Mines Regulations 1961
  - xiii) Indian Explosives Act 1984 & Indian Explosives Rules 1940
  - xiv) Mines Vocational Training Rules 1966
  - xv) Mines & Minerals Regulation & Development Act 1972
  - xvi) Mineral Concession Rules 1960
  - xvii) Mineral Conservation & Development Rules 1988
  - xviii) Environment Protection Act 1986 and Environment Protection Rules 1986
  - xix) Indian Forest Act 1927
  - xx) Fatal Accident Act 1985
  - xxi) Motor Vehicles Act, 1988
  - xxii) Apprentice Act,
  - xxiii) Industrial Dispute Act, 1947
  - xxiv) Standing Orders Act, 1946

xxv) Electricity Act, 1910

xxvi) Rajasthan Transparency in Public Procurement Act, 2012

- 4.49 It will be the sole responsibility of the Co-operative society to ensure all sorts of payments to his members and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Co-operative Society in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Co-operative Society's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.50 The Co-operative society 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.
- 4.51 All persons other than his regular employees engaged by the Co-operative Society 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 Co-operative Society to them.
- 4.52 The Co-operative society 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 Co-operative Society shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Co-operative Society 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:**

- 4.53 The Co-operative society at his cost shall affect insurance for all persons engaged in the performance of the contract. If any of the work is sublet the Co-operative society shall require the sub-Co-operative Society to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Co-operative Society's insurance.
- 4.54 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 Co-operative Society, 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 Co-operative Society shall be bound by such decision of the Engineer-in-Charge.
- 4.55 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 Co-operative Society or any of his sub-Co-operative Society or third party etc and the Co-operative Society 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:**

- 4.56 Besides the liabilities of the Co-operative Society under the "Workmen's Compensation Act". Fatal Accident Act, M.V. Act, "Mines Act" the following shall also apply to the Co-operative Society.
- 4.57 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the Co-operative Society, the Co-operative Society shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Co-operative Society 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:**

- 4.58 Neither the Co-operative Society nor the company shall be considered to be in default in the performance of their respective obligations under this Contract, such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, failure of railways to supply wagons/ boxes at railway siding, non-availability of mineral at mines/ railway siding 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 said period of 14 days then within the shortest possible period. Power cuts/ partial power failure/interruption shall not be construed as force Majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force Majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

#### **SERVICE OF NOTICE ON CO-OPERATIVE SOCIETY:**

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

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

- 4.84 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 Jodhpur 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.
- 4.85 Notice and communication addressed to the Company shall be valid only if duly signed by the Co-operative Society or his duly authorized partner or his principal officer acting for him on his behalf.

**TERMINATION:**

- 4.86 If the Co-operative Society 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 Co-operative Society:-
- (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 Co-operative Society 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 Co-operative Society and the Co-operative Society 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 Co-operative Society or any part thereof and complete the same through any other agency at the risk and cost of the Co-operative Society 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.
- 4.87 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Co-operative Society is or are curable or may be cured by the Co-operative Society if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Co-operative Society to cure the default within such time as may be specified in the notice.
- 4.88 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Co-operative Society or retained by the Company shall be liable to be forfeited, without prejudice to the

right of the Company to recover from the Co-operative Society, 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 Co-operative Society, as may be deployed/used for the work.

- (b) The money that may have become due to the Co-operative Society 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 Co-operative Society and shall be subject to deduction of all amounts due from the Company to the Co-operative Society, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

- 4.89 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the Co-operative Society 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 Co-operative Society.
- 4.90 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:**

- 4.91 The place of the contract shall be Jodhpur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU &PC-Limestone, Jodhpur of the company shall be final and binding.
- 4.92 No courts other than the courts located at Jodhpur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.93 The Co-operative Society shall not stop or abandon the work due to and during the pendency of such disputes or differences.

**APPEALS:**

- 4.94 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)

#### 5.1 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 & conditions, should there be any discrepancy or conflict or contradiction between the two.

#### 5.2 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Phosphate, Limestone, Gypsum, Selenite and Lignite etc. The mining & sizing of limestone at Sanu mines is being carried out since 1988.

#### 5.3 LOCATION AND ACCESSIBILITY OF SITE:

Company is operating two numbers of mines namely **Sanu Limestone Mine –1 & Mine-2 in the district Jaisalmer (Rajasthan)**. These mines are situated on Jaisalmer-Ramgarh Road at a distance of about **60 kms** and **54 kms** respectively from **Jaisalmer Town** and about **10.5 kms** and **7.5 kms** respectively from **village Sanu**.

The Jaisalmer-Ramgarh Road is being maintained by Border Roads Organisation. Each mine having mining lease area 1000 Hectares & 998.450 Hectares respectively. This road is passing through the mining lease areas. Limestone gitti of different sizes are being produced by number of sizing & screening plants located at mines. The limestone gitti so produced is being supplied to the customers like various steel plants located all over the country, HMEL-Bhatinda etc., through rail from Jaisalmer railway sidings &/or after commencement of work from proposed new Sanu railway siding as well as by road ex- Sanu limestone mines of the company. For supply through rail, the limestone gitti is transported from the different crushers/its respective stack yard to Jaisalmer railway siding / Sanu railway siding. The Company will not accept any dispute on indicative distances as mentioned above. Company has been allotted four no. of railway sidings at Jaisalmer railway station & different size fraction of limestone gitti are being stacked thereat separately & mechanically loaded into the wagons. Railway is also operating in-motion Weighbridge at Jaisalmer / Sanu railway station & each wagons/rake is being weighed by railway for issuing certified RR. To avoid overloading, railway is allowing the company to offload excess weight from the wagon reported to be overloaded. However, additional loading into the wagons reported to be under loaded after weighment by railway, is not permissible. Jaisalmer Railway station is a terminus railway station on Jodhpur-Phalodi-Jaisalmer Railway line whereas Sanu Railway station is also a terminus railway station on Jodhpur-Phalodi-Hamira-Sanu Railway line of North Western Railways.

**Note :-** At present, the work of transportation of limestone Gitti from **Sanu 1 & 2** limestone mines to Jaisalmer railway siding and mechanised loading of limestone gitti into railway wagon is being carried out from Jaisalmer railway siding and it is expected to continue till March, 2019.

The work of laying of rail track & construction of new railway siding at Sanu railway station is under progress. The work from Sanu Railway siding is likely to start by RSMML by the end of this March 2019 or from April 2019. After commencement of

work from Sanu railway siding, RSMML is proposes to discontinue its activities at Jaisalmer Railway siding. The distance of actual mining pit/crusher may be little variance with the distance mentioned above.

#### **5.4 PREQUALIFICATION CRITERIA:**

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

- i) Tenderer should have minimum turnover of **Rs. 21.53 crore** in any one of the preceding three financial years i.e. 2015-16,2016-17 & 2017-18 in the name of tenderer.
- 5.4.1 Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- 5.4.2 The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", " information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.
- 5.4.3 The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document , e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.
- 5.4.4 The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.
- 5.4.5 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.
- 5.4.6 It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortiums/partnerships are allowed to participate in this tender subject to the joint/several responsibility; in such cases the cumulative turnover of partners/members should be considered
- 5.4.7 The Co-operative society has to deploy the requisite number of equipment required to perform the entire scope of work and compliance of terms & conditions of tender thereof and to achieve the production targets, as given to the society by the Company from time to time.
- 5.4.8 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.

- 5.4.9 The tenderer who has been suspended/ banned by the Company shall not be eligible to participate in this tender during the currency of suspension/banned period.
- 5.4.10 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.
- 5.4.11 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 requirement; 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.

## **5.5 WATER SUPPLY, POWER AND LAND FOR OFFICE ETC:**

- 5.5.1 The Co-operative Society shall make its own arrangement for land for temporary construction of Co-operative Society's field office, workshop, etc. (as per requirement in the Scope of work). The Co-operative Society shall at his/ its own cost construct all such temporary structures or building with suitable water supply, electricity and sanitary provisions etc. in the above place.
- 5.5.2 On completion of the entire contract work undertaken by the Co-operative Society if such temporary structure/s etc. in lease area of the company then it shall be removed by the Co-operative Society at is/its cost and site cleared as per the directions of the Engineer-in-charge. If the Co-operative Society fail to comply with such directions, the Engineer in charge may at the expense/s of the Co-operative Society, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the Co-operative Society shall have no claim whatsoever in respect thereof.
- 5.5.3 The company reserves the right to ask the Co-operative Society at any time during the pendency of the contract to vacate the land, site, temporary buildings etc., in the lease area of the company by giving 7 (seven) days notice on security reasons or on material interest by providing alternative site at cost and risk of the Co-operative Society. The company also reserves the right to take over the said temporary structures/ building in lieu of reasonable compensation, as mutually settled.

## **5.6 DETAILS TO BE FURNISHED AT THE TIME OF COMENCEMENT OF WORK:**

Following details required to be furnished by the successful tenderer/society to the Engineer-in-Charge at the time of commencement of work at mines;

- i) Registration details of the society, society members, details of the personnel who will be engaged for execution of the work.
- ii) Initial medical examination certificate required in prescribed Performa of such Co-operative Society members.
- iii) Initial Training Certificate as per Vocational training Rules applicable for mines, if any
- iv) List of HEMM/ equipment /machinery etc. along with its technical specification / purchase invoices/ Registration Certificates.

## **5.7 REPORTS:**

The Co-operative Society shall furnish the statement showing the following details of work done by him or any other statement in the form of report(s)., in the format prescribed by the

Engineer-In-Charge, on daily basis and/or at specified intervals by the company to the Engineer-in-Charge or to his authorised representative;

- a) Limestone loaded from the mines and transported to Railway siding Jaisalmer
- b) Receipt of the limestone at the siding
- c) Wagon loading of limestone at railway siding Jaisalmer

## **5.8 CRITERIA FOR DECIDING LOWEST TENDERER:**

The basis of arriving at the lowest tenderer shall be as under-

- i) The composite remuneration payable under total work i.e. arithmetic summation of total offered remuneration as quoted for item Nos. 2,3,4(A),4(B), 5(A) and 5(B) of the Price Bid (Form-6)/BOQ shall only be considered for deciding the successful tenderer. The remuneration will be calculated on the basis of tendered quantity and offered rate for each item.
- ii) The price bids of the techno-commercially acceptable tenderers will be evaluated. The lowest tenderer for the entire work (except item no. 1 of price bid) will be the one whose rate will result into minimum financial out go to the company. Financial out go shall be computed as **sum total of “item wise quoted rate × respective tendered quantity.”**
- iii) Rate offered at item No ‘1’ of the price bid in Form-6 (for loading of Gitti’s into trucks Tippers/dumpers at mines) shall not be considered for deciding the lowest bidder. However, Company shall exercise the rationality of rates quoted for item no. 1 which may include matching of the lowest price offered by any other tenderer.

**Note: The scheduled quantities mentioned in the BOQ are indicative and only for the purpose of determination of L1 bidder, however the payment will be made as per actual work executed.**

## **Chapter 2 TECHNICAL**

### **5.11 POLLUTION CONTROL PERMISSIONS AND MEASURES:**

- 5.11.1 The Contactor shall have to take effective measures at its own cost & expenses for suppression of dust generated during the process of loading, unloading, transportation, wagon loading etc., in the working areas and on the haulage roads, so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961 and or stipulations of MOEF/Central/State Pollution Control Board then the Company may make arrangements for dust suppression at the cost & expenses of the Contactor.
- 5.11.2 In case the dust concentration is found to be more than the limits referred herein above and the Co-operative Society fails to adopt required pollution control measures, then RSMML shall make such arrangements for adopting requisite pollution control measures at the risk and cost of Co-operative Society, apart from taking other actions as per the contract.
- 5.11.3 If the Co-operative Society fails to work as per the in accordance with the rules and regulations and fails to adopt pollution control measures etc. and if in case any penalty imposed by any of the Government Agency on the company, the same amount shall be made good by invoking the Bank Guarantee (SD).

### **5.12 DEPLOYMENT OF EQUIPMENTS:**

- 5.12.1 The Co-operative Society has to deploy requisite fleet of machinery/equipment(s) of adequate capacity to handle the volume and type of work.
- 5.12.2 The Contactor shall have to deploy and make available sufficient numbers of "Wheel Mounted Front-End-Loaders" i.e. for truck loading at mines, proper stacking of material at Railway Siding and loading of railway wagons, failing which company may take appropriate action. However, the Co-operative Society has to make arrangement of sufficient numbers of equipment to carry out the job as per the scope of work at each location i.e. at mines as well as railway siding.
- 5.12.3 In case the tenderer proposes to engage equipment of other agencies, an undertaking of the owner of the equipment on non-judicial stamp paper should be submitted along with other details. The Co-operative Society shall not be allowed to withdraw/take these equipments from the premises of works to deploy them elsewhere.
- 5.12.4 The successful tenderer has to submit the technical specifications and list of various machinery and equipment. The Co-operative Society shall submit technical details and fleet of HEMM along with their Registration certificates, at the time of commencement of work.

### **5.13 CONDITONS PERTAINING TO VEHICLES:**

- 5.13.1 The vehicles deployed by the Co-operative Society for the transportation work under this contract should be fit and road-worthy as required under Motor Vehicles Act 1988 and rules made therein or any other relevant act in force from time to time.
- 5.13.2 The Co-operative Society shall have to provide the details of the drivers and other people entering the mine area with their photographs to the Mines Manager as required under Mines Act 1952 and rules made there under.



## **5.14 EQUIPMENT, MATERIALS AND WORKSHOP**

- 5.14.1 The Co-operative Society shall provide adequate number of equipment and ancillary machines in proper working conditions for completion of the work in stipulated time schedule.
- 5.14.2 The Co-operative Society shall have to make its own arrangements for workshop and other support facilities for maintenance and upkeep of machinery and equipment and safe execution of the works.
- 5.14.3 During the entire period of work, the Co-operative Society shall always maintain a stock of the necessary spares consumable and other materials on its own cost so as to avoid any disruption of work.
- 5.14.4 The Co-operative Society shall provide all protective equipment and safety appliances, and comply with all relevant provisions under Mines Act. 1952 and Metalliferous Mines Regulation Act and Mines Rules.
- 5.14.5 The Co-operative Society shall depute its authorised representative and it shall be the duty of representative so authorised to call on at the office of Agent or the Mines Manager or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain daily schedule of work and day to day instructions of this regard. The Co-operative Society shall ensure full compliance of such instructions.
- 5.14.6 The Co-operative Society shall execute the work truly and faithfully to the full satisfaction of company. The Co-operative Society shall take all precautions and adequate steps and necessary precautions to avoid any pilferage, wastage, and damage to limestone in the course of its loading, handling of material.
- 5.14.7 The Co-operative Society shall give 24 hours prior intimation in writing to the Unit In-charge/Officer Engineer In-charge of the Company & take prior approval of the Company before commencing regular maintenance or general overhauling of its machines. If the same machine is repaired on more than 2 occasions in a calendar month and/ or it remains out of order for a period of more than 5 days in a month or if the work is hampered on this account, then the Company shall have the right to get the work done through other suitable means at the cost and expense of the Co-operative Society. The extra expenditure that may be incurred in such an eventuality shall be borne by the Co-operative Society along with compensation for shortfall.
- 5.14.8 If the machines are required to be taken out for major overhauling, then before taking out the machines for such overhauling the Co-operative Society shall maintain sufficient stock of mineral so that normal/usual dispatches can be maintained uninterrupted during the period in which the machines are taken out for major overhauling. The Co-operative Society shall overhaul such machines within minimum possible time. In case the Co-operative Society is not able to build up sufficient stock of mineral for maintaining normal/ usual dispatches regularly during the period in which the machines remain out for overhauling /the overhauling of machine is unduly delayed then, the Company shall have the right to get the work done by other means at the cost and expense of the Co-operative Society and the Co-operative Society shall also be liable to pay damages/compensation to the Company in this regard.
- 5.14.9 If the machines/ equipments deployed by the Co-operative Society cause any accident or cause injury or death to any person working in the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the Co-operative Society to bear all sort of compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/ injury/ damage.

- 5.14.10 The Co-operative Society shall have to maintain its machines in a proper state of repair so as to minimize the risk of accident/ fire. Any directions given by the Company with a view to enhancing the safety of the persons working on or near the machines or to minimize chances of fire, shall have to be implemented by the Co-operative Society promptly, failing which the Company may stop operation of such machinery till these instructions are carried out.
- 5.14.11 Every equipment viz. front-end loaders, dumpers, tippers, etc., deployed for the contractual work by the Co-operative Society shall be fitted with an automatic fire extinguisher of a type approved by the DGMS. The Company may not allow deployment of any HEMM, which is not fitted with such an automatic fire extinguisher in proper working order.
- 5.14.12 Every vehicle viz., dumper, tipper, truck etc., deployed for the contracted work by the Co-operative Society shall be fitted with an audio-visual alarm which shall give continuous audio-visual warning during the period vehicle is operated in reverse gear. Company shall not allow entry & operation of any vehicle in the mines, which is not fitted with such an audio-visual alarm in proper working order.
- 5.14.13 Every trolley attached with a tractor and deployed in the mines shall be of "four wheeled type" and every such trolley shall have a separate braking system, which shall act upon the wheels of such trolley.

#### **5.15 LIABILITIES IN RESPECT OF CO-OPERATIVE SOCIETY'S MACHINERY ETC.**

- 5.15.1 The co-operative society shall be responsible for maintaining & operating the machine deployed by him for the contracted work in such a way that machine operate at full capacity & with due regards to safety & ensure compliance of the provision of regulations 171 to 176 of the MMR-1061.
- 5.15.2 Every Wheel Mounted Front end Loader deployed for the contractual work by the co-operative society shall be fitted *with load cell for ensuring correct loading and automatic fire extinguisher of a type approved by the DGMS*. The company may not allow deployment of any Front end Loader is not fitted with such a load cell and automatic fire extinguisher in proper working order.
- 5.15.3 The noise level of any machine should not exceed the standard prescribed in MMR, 1961. 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. The company may stop operation of any machine if the noise level of which is found to be above the prescribed limit.
- 5.15.4 The Co-operative society shall have to make adequate lighting arrangement at his own cost for illuminations in working areas of loading etc after day light hours so as to meet the statutory requirement wherever required as per MMR, 1961.

#### **5.16 DUST SUPPRESSION:**

The Co-operative society shall have to take effective measures at its own cost & expenses for suppression of dust generated during process of loading, transportation, unloading, etc. at loading/unloading points at mines/railway siding & on the haulage roads, by means of water sprinkling, water spraying or any other suitable method, etc so that the dust concentration in such places do not exceed the limit prescribed under MMR, 1961 or as stipulated under MOEF. For this purpose the Co-operative Society will make necessary arrangements for adequate supply of water. Non-availability of

water for dust suppression will not be an excuse for non-compliance of this clause. In case the dust concentration is found to be more than the limit referred above or of the Co-operative society to ensure dust suppression as required above, the Company may make such arrangements for dust suppression at the risk and cost of Co-operative Society, apart from taking other actions as per the contract.

**5.17 VOCATIONAL TRAINING:**

Before any person is employed/ deployed by the Co-operative Society in mines. It shall have to undergo a course of vocational training as per provision of MVTR, 1966. Such vocational training shall be imported by the company & shall not charge any amount from the Co-operative Society for imparting such vocational training. However the Co-operative Society shall have to make available the persons for attending such vocational training as per schedule to be imparted by the company. The Co-operative Society shall pay the wages to the trainees for the training period.

**5.18 MEDICAL EXAMINATION:**

Every person deployed by the Co-operative Society in the mines shall be subjected to initial & periodical medical examination(s) as per the provision of the Mines Rules, 1955. Such medical examination (s) shall be arranged by the company & actual expenses incurred by the company for such medical examination (s) shall be borne by the Co-operative Society. However, the company shall not charge any service charges for organization such medical examination.

**5.19 DRINKING WATER:**

In case of failure of the Co-operative society to arrange for supply of drinking water to its staff/ working members at the working places/ points. Such arrangement may be made by the company & entire cost thereof together with such charges as may be levied by the company shall be recovered from the bills of the Co-operative Society & or from its security deposit.

**5.20 SAFETY APPLIANCES:**

The Co-operative society shall provide all protective & safety appliance such as helmets, safety boots, ear muffs, dust mask, safety goggles etc. to their employee at his own cost & comply with all relevant provision under Mines Act, 1952 & MMR, 1961 & rules made their under.

## Chapter –3 Scope of work

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

In view of the prohibition of employment of contract labour in limestone raising etc. this tender has been called from such a co-operative Societies only which are registered under the Co-operative Societies Act, 2001 or any other Co-operative society Act of India 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 time (before commencement of work) from the date of award of work /Letter of Acceptance. No person who is not a member of the Co-operative Society shall be allowed to work in the mines.

### 5.22 **SCOPE OF WORK:**

The Scope of work is detailed herein below.

- 5.22.1 RSMML is producing different sizes of limestone gitti at its Sanu Limestone mines no.1 & 2. Under this tender, the limestone gitti is to be loaded into Tipper/dumper deployed by contractor own/ customers of the company for dispatches ex-railway siding Jaisalmer / Sanu as well as by road ex-mines and transported by Tippers / dumpers to Jaisalmer / Sanu Railway Siding, stacking thereat, & loading into wagons of BG rakes etc. at Jaisalmer / Sanu Railway Station of North Western Railway for further dispatches to customers.

#### **The scope of work under this contract shall include:**

The scope of work under this tender broadly include:-

- a) Deployment of suitable capacity tippers/dumpers with operating personnel for loading & transportation of limestone gitty , front-end loaders fitted with load cell & operating personnel for loading of limestone gitty in wagons at Jaisalmer railway siding & also at Sanu Mines in absence of gravity loading.
- b) Loading of various sizes of limestone gitti into tippers/dumpers deployed by contractor /Company's authorized customers, by gravity /by mechanical loader from different crushing plant(s)/stack(s)/manual pits etc. at Mines.
- c) Weighment of empty/loaded tippers at Company's weighbridge at Mines of RSMML &/or any other notified weighbridge between mines & railway siding.
- d) Transportation of limestone gitti through tippers/dumpers deployed by contractor own from Sanu Mines to Jaisalmer / Sanu railway siding plots allotted /land in possession of the company and as provided by the company to the Co-operative Society at Jaisalmer / Sanu railway station from time to time.
- e) Unloading of limestone gitti from the tippers/dumpers and suitable, safe and properly leveled stacking of the limestone gitti at railway siding at Jaisalmer / Sanu railway station, as per direction of the company
- f) Watch & ward of the transported material on the railway plots/ land in possession of the Company and as provided by the Company to the Co-operative Society at railway siding at Jaisalmer / Sanu railway station.
- g) Complete cleaning of wagons allotted to the company at railway siding for loading of limestone, prior to its loading.

- h) Plugging of holes/gaps by gunny bags etc. if required and considered necessary by the company, as per direction of the Company, to prevent spillage of the limestone during the transit from Jaisalmer / Sanu to destination.
- i) Loading of limestone gitti into railway wagons by mechanical front-end loaders fitted with load cell at railway siding at Jaisalmer / Sanu railway station within time prescribed by railways. The loading shall have to be carried out as and when wagons are placed by railways against the indents placed by the company. The co-operative society therefore shall have to make adequate arrangements for loading at all times and ensure accordingly availability of loaders/labours etc. The society shall also have to ensure that loaders are fitted with load cell in order to ensure correct loading as per the carrying capacity (as specified by Indian railway) of each wagon. The load line in each wagon shall be marked by the Contractor to support the loading of material in wagon as per CC, and the correct loading shall be the sole responsibility of contractor.
- j) Load adjustment & leveling of wagons as per requirement after weighment of each wagon by railways at Jaisalmer / Sanu.
- k) In case of different size specifications of limestone gitti, loading transporting, stacking, wagon loading etc. have to be done separately for different sizes.
- l) Removal of spillage of gitti occurs on account of tippers loading and transportation of limestone gitti within the mining lease area as well as access road at Railway siding.
- m) Removal of spillage of gitti, occurring on account of transportation of limestone gitti on Ramgarh-Jaisalmer road from Sanu Mines to Jaisalmer / Sanu railway siding, within 24 hours.
- n) Removal of spillage of gitti from the railway track and cleaning of the railway track to avoid any jamming of the tracks.
- o) Pasting of printed labels on each BG wagons indicating the destination etc., labels shall be provided by the Company.

5.22.2 The tippers loaded with limestone gitti at mines shall be checked for proper sizing either by departmental or by third party analyst. The loaded tippers approved on account of quality shall only be allowed for weighment and further transport to Jaisalmer/Sanu. However those tippers rejected on account of quality shall be unloaded at separate designated stacking yards for different sizes at Sanu Mines for which no additional payment shall be given.

5.22.3 The company draws samples of material from each truck at the time of loading as well as at the destination to determine its various parameters (Like constituents and moisture etc.). The co-operative society shall be responsible to ensure that the qualitative property of the material is not lost during the transit due to contamination with external foreign material. The cost of such material rejected on the grounds of loss of quality in transit (Deemed as loss of material) shall be recovered from the co-operative society at the prevailing prices and taxes thereon. Also no payment of remuneration for transportation of such material shall be admissible to the co-operative society.

5.22.4 The Co-operative society shall be responsible for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative society including during the transit.

5.22.5 In case of Breakdown of any vehicle and/or Seizure of any vehicle (by any lawful agency for any reason whatsoever), carrying the material, the co-operative society shall immediately inform the Engineer-In-Charge or the Officer authorized by him, about such breakdown. Also the co-operative society shall have to make alternate

arrangement for transportation and delivery of the entire material from such vehicle within 48 hours of the incident. If the co-operative society fails to do so then the company would recover an agreed compensation @ prevailing sale price per MT and no payment of remuneration for such material shall be paid or be admissible to the co-operative society.

- 5.22.6 If it becomes inevitable to transfer the material from one vehicle to another in transit, for any reason, then co-operative society should inform Engineer-In-Charge / Officer authorized by him. Drawing of samples and analysis of material from the transferred vehicle and its Weighment will be made at co-operative society's cost in presence of the representative of RSMML. Should there be any loss of weight or property of the material, the same will be recovered from the co-operative society.
- 5.22.7 Loading hours can be round the clock as per the requirement.
- 5.22.8 The co-operative society is expected to maintain close co-ordination with company's official, railway office at Jaisalmer / Sanu railway siding to get complete and upto date information regarding indents, supply of wagons and convenient placing of wagons for smooth loading operations.
- 5.22.9 During the transition period of shifting railway siding from Jaisalmer to Sanu siding, the work may or may not be continued simultaneously for certain period till the stabilization of the new siding i.e. Sanu Railway siding. Under these circumstances, the Society has to carry out the work at each siding as per the scope of work at separate rates & remuneration applicable to each site.

5.22.10 **BREAK UP OF WORK:**

Offers should be given for following work (Item) on per tonne basis:

A.	Loading of limestone gitti from various stacks by loaders into Tippers/dumpers deployed by contractor /Company's authorized customers at Company's Sanu Limestone Mines, Distt. Jaisalmer.
B	Transportation of limestone gitti loaded in Tippers/dumpers from Sanu Limestone Mines, Distt. Jaisalmer to specified Rly. Plots at Jaisalmer / Sanu railway station including unloading of Tippers/dumpers at Railway plots /land in possession of the Company
C	Stacking of the transported material on the railway plots/ land in possession of the Company and as provided by the Company to the Co-operative Society and watch & ward of the limestone gitty during road transit & at the railway plots/ land in possession of the Company.
D	Mechanized loading of limestone gitti from Railway plots into BG railway wagon (full rake load carries approx 4100 tonnes) at Jaisalmer / Sanu Railway station, using front-end loaders fitted with load cell and load adjustment, if required, in each wagons after weighment by Railways at Jaisalmer / Sanu.

- 5.22.11 The scope of work also includes works mentioned in special terms and conditions of the tender document.
- 5.22.12 All incidental and /or contingent works required for the performance of works shall be done by the co-operative society at its own cost and expenses and the same would not qualify for any extra payment.
- 5.22.13 The work mentioned above will have to be performed by the members of such co-operative societies, which are registered under the Co-operative Societies Act 2001 or any other Co-operative society act of India. The society will not be allowed to hire workers. Any person who is not a member of co-operative society shall not be

employed for the above work as it is prohibited under the Contract Labour (Regulation and Abolition) Act 1970.

- 5.22.14 Work mentioned at Clause 5.22.10 (A) (loading of Tippers/dumpers at mines site) may or may not be got done depending upon whether the lifting is from the crusher directly or from stacks or from the stocks of the manually broken gitti lying on surface. Loading at the mines can be by gravity or from the stacks. Company cannot guarantee the quantities either for gravity loading or for loader loading. Tenderer may note that no payment shall be made for gravity loading/direct loading.
- 5.22.15 It is essential to keep one loader at mines all the times for lifting of limestone from stacks/spillage cleaning etc.
- 5.22.16 Payment shall be made only for the portion of work done by the Co-operative Society during the entire contract period, refer Clause 5.22.10.
- 5.22.17 The rates will remain firm & fixed except escalation / de-escalation provided under tender condition in Section V.

### **5.23 HANDLING OF LIMESTONE OF DIFFERENT SIZES:**

In case the limestone of different size is to be dealt with, then transportation, stacking, wagon loading of such products would be carried out separately as per directions of the company.

### **5.24 QUANTITY OF MATERIAL:**

- 5.24.1 The weighment of each truck (tare & gross) while transporting the material from Mines shall have to be got done by the Co-operative Society at the Company's weigh bridge at the mines. The Company, for weighment at the mines, shall not charge any 'weighment charges' from the Co-operative society.
- 5.24.2 In case the Company weighbridge is out of order at any point of time, the weighment will be carried out at public weighbridge, preferably en-route or any other near by location, notified by company in writing. In such cases, company will reimburse only weighment charges against supporting documents & no other reimbursement/payment shall be admissible on whatsoever ground including additional traveling of truck/tippers/trollas/dumpers.
- 5.24.3 The present capacity of weighbridge at Sanu mines is 50 MT and 60 MT. If Co-operative Society intends to deploy higher capacity vehicles then prior consent from the Company will have to be obtained and vehicle of higher capacity would be got weighed at outside weighbridge as notified by the company in writing. The company would not reimburse such weighment charges and also no other reimbursement whatsoever shall be considered.
- 5.24.4 The Company may require weighment of some or all the trucks/tippers on any of the Company's weighbridge/ weighbridge authorized by the Company at/near Jaisalmer. Contractor has to comply with Company's instruction in this regard. Company will not entertain any claim for increase distance lead on this account. However, weighment charges shall be borne by Company.

### **5.25 QUANTITY OF LIMESTONE AT RLY. SIDINGS & STACKING AT PLOTS:**

- 5.25.1 The Co-operative Society itself will be bringing the material as a transporter under Clause 5.22.10 item A & B of Section-V, to railway plots for wagon loading purposes.
- 5.25.2 The stock of material at Rly. Plots handed over to the Co-operative Society at the beginning of the contract shall be measured & determined by the Company in association with the Co-operative Society.

- 5.25.3 The quantity of material handed back by the Co-operative Society at the end of the contract period shall be measured & determined by the Company in association with the Co-operative Society.
- 5.25.4 At the end of the Contract after wagon loading or for any other reason, if there remains any stock of mineral at the Rly.siding/ loading site on any account, the said stock would continue and remain the property of the Company and the Company will not entertain any claim from the Co-operative Society in respect of such stock, except the transportation charges for such quantity.
- 5.25.5 The unloading of limestone from the tippers/dumpers shall be carried out as per the direction of the Company. The Co-operative society shall make properly leveled stack at its own cost.
- 5.25.6 Co-operative Society shall have to make arrangement for stacking of limestone gitti at the Railway plots in such a way that 3m. to 5 m. high heaps are formed. The Co-operative Society shall be responsible for stacking and watch & ward of the material at railway plot site, shortage of material at railway plots vis-à-vis quantities transported, if any, over and above the permissible limits shall be to the Co-operative Society's account.

## **5.26 BEFORE WAGON LOADING**

Immediately before placement of wagons the jam of railway track caused due to the spilling of any material shall have to be cleared by the Co-operative Society at its own cost within the time limit prescribed by the Engineer Incharge. In case the Co-operative Society fails to clear the jam and wagons are not placed by the railway on this account, then the loss so caused to the Company including demurrage, if any, claimed by the railways, shall be recovered from the Co-operative Society's bills/security over and above recovering the cost of clearing the jam etc.

## **5.27 LOADING OF MATERIAL INTO WAGONS:**

- 5.27.1 The Co-operative Society shall have to undertake the loading work as and when wagons are allotted by the Railways as per indents placed by the Company.
- 5.27.2 The Co-operative Society shall have to load as many number of wagons as may be provided by the railway authorities.
- 5.27.3 The Co-operative Society shall have to undertake the loading work round the clock as per rules of the Railway. Wagon loading will have to be completed within the free time allowed by the Railways.
- 5.27.4 The Co-operative Society shall load the material from railway Plot widths and lengths.
- 5.27.5 It shall be the responsibilities of the Co-operative Society to ensure that dust/ other foreign material are not loaded in the wagons.
- 5.27.6 It shall be responsibility of Co-operative Society to ensure correct loading in the railway wagons. For the purpose, Co-operative Society shall deploy front end loader fitted with load cell displaying the quantum of loading.
- 5.27.7 In case it is found after weighment at railway weighbridge that some /entire wagons are underloaded/overloaded and for load adjustment the rake is pushed back to loading siding than shunting charges/any other charges , if any, claimed by railway shall be borne by the contractor.
- 5.27.8 After loading of the material in the wagons &/or weighment of wagons by railways, the Co-operative Society shall be responsible to level the same.
- 5.27.9 It shall be the responsibility of the Society to load the simultaneous/consecutive rakes, if placed and made available by railways at different sidings.



**5.28 REMOVAL OF SPILLAGE WHILE LOADING AND TRANSPORTATION OF MATERIAL:**

- 5.28.1 Removal of spillage occurring on account of truck loading at loading site, transportation of gitti from mines to railway siding, within the mines, on the public road upto the specified unloading point at railway siding Jaisalmer / Sanu, shall have to be carried out by the Society.
- 5.28.2 Looking to railways safety the Co-operative Society shall be responsible for daily removal of Limestone that may have spilled over during loading of wagons from the railway track. In case the Co-operative Society fails to remove the mineral, the Company reserves the right to engage any other agency for this purpose and the charges paid to such agency shall be recovered from the Co-operative Society. The Co-operative Society shall ensure that the unloaded material does not spill over to the railway track or cause any jam. If a jam takes place on this account, the Co-operative Society shall be required to clear the same immediately. In case the Co-operative Society fails to clear the jam on rail track at siding as well as on public road from mines to railway siding then the Company may get such jam/spillage cleared through any other agency at the cost and expense of the Co-operative Society. Any penalty, if levied/charged by the Government Authorities like Railway etc on this account, will be the liability of the Co-operative Society.

**5.29 QUALITY OF PRODUCTS, SERVICES, ETC.:**

The Co-operative Society shall load /transport /unload and/or dispatch the particular material as specified after taking prior permission in writing from the Unit In-charge/officer-in charge of the Company or his authorized representative. In case any wrong material is transported/ loaded and/or dispatched from either of railway sidings to the wrong consignee or destination, then the Co-operative Society shall be responsible for any loss caused to the Company and it shall have to bear all such losses, including the cost of material i. e. prevailing sale price in per MT and any other claim(s).

**5.30 DELIVERY OF MATERIAL & RECEIPT:**

- 5.30.1 The time allowed for trucks/dumpers to reach from Sanu mine no.1 & 2 weigh bridge to destination Jaisalmer Railway siding is *one hour & forty-five minutes* &/or in case of Sanu Railway siding is *Thirty minutes*. In case the trucks/dumpers do not reach the destination within the permissible time, the same will have to be separately unloaded at the place as directed by the Engineer in charge or any other authorized officer at the railway siding and **recovery @ Rs. 500/- per truck** shall be made and sampling and analysis of each truck/dumper will be done at Co-operative Society's cost.
- 5.30.2 The Co-operative Society shall have to deliver the material transported by him/them to the destination at Jaisalmer / Sanu railway siding under intimation to the Engineer In-Charge/ any other authorized officer at the destination. The Co-operative Society shall have to obtain clear receipt of the material from the staff at destination and submit that with the bills. The Co-operative Society shall prepare a daily statement showing the tipper/dumpers details and weight at mines. This statement should be submitted to Engineer-In-Charge/ Officer authorized by him along with the bills. The bills not supported by such statements shall not be processed for payment.

**5.31 ALLOTMENT OF AREA FOR WORK:**

- 5.31.1 The co-operative society shall be required to work at the locations given by Engineer-In-Charge in case of loading/unloading at mines/ railway siding. The Engineer-In-Charge shall have a right to stop the work in any part of the area assigned to the co-operative society & asked the co-operative society to work in the alternative area. Decision of Engineer-in-charge shall be final & binding in this regard.
- 5.31.2 In case it is inevitable and mutually agreed upon shifting of work to other alternate area or stoppage etc. the Company in this regard shall entertain no claim for any damages/losses to the co-operative society.

**5.32 SECURITY & WATCH AND WARD:**

- 5.32.1 The Co-operative Society shall be responsible under the contract for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative Society including, but not limited to, stocks of mineral & mineral products.
- 5.32.2 The Company shall carry out physical verification of the stocks of mineral & mineral products by Survey & other properties of the Company in possession of the Co-operative Society. Such physical verification shall be carried out first at the beginning of the contract & lastly at the end of the Contract; and also during the contract period at least once in every six month and at such shorter intervals as the Company may at its discretion decide. The Co-operative Society shall have associated his representatives during such physical verifications. Results of such physical verification shall be binding on the Co-operative Society.
- 5.32.3 The Society shall be responsible for the proper handling of the limestone gitti while in transit and for proper unloading/loading into railway wagons at the railway siding. They shall be liable to make good value of shortage, wastage, pilferage or damage to the limestone gitti in transit etc. on the basis of prevailing sale price. However handling loss up to maximum of 1% of the quantities transported from the mines to Jaisalmer railway siding work shall be permissible and handling loss up to maximum of 0.50% of the quantities transported from the mines to Sanu railway siding work shall be permissible. If the transportation losses are more than permissible limit i.e. 1% ( for Jaisalmer siding work) or 0.50% ( for sanu siding work), then RSMML shall recover the cost of limestone gitti at prevailing sale price. No payment towards handling of such quantity of limestone would be payable for the excess loss.

$$\text{Transit loss} = \frac{(\text{Closing Stock as per books} - \text{Actual Physical Closing Stock})}{\text{Quantity transported from mines to railway siding*}}$$

\* Quantity as per weight at Company's/notified weighbridge

- 5.32.4 For the quantity found short at the end of the Contract period, beyond permissible limit as per Clause 5.32.3, recovery for the whole of the quantity found short shall be effected immediately by the Company from the bills/ security of the Co-operative Society on prevailing sale price per MT. Further, no remuneration shall be payable to the Co-operative Society for the short quantity for which recoveries are to be effected.

**5.33 MAINTENANCE OF ROAD:**

The approach / access road in the mine for approaching the trucks of the co operative society for loading of limestone gitti, up to stack yard & also at railway siding, wherever required, shall be maintained by the Co-operative society at its own cost and in accordance with the provisions of Mines Act.

**Chapter –4**  
**QUANTUM OF WORK, PERIOD OF CONTRACT, TIME SCHEDULE ETC.**  
**COMPENSATION FOR DELAYS, SHORTFALL ETC.**

**5.34 APPROXIMATE QUANTITIES OF WORK INVOLVED:**

Quantity of work per annum–24 (Twenty four) Lac MT with monthly tentative quantity of 2.00 lac.

**Note: -**

- (a) In case it is inevitable to reduce the quantum of work then no claim for any damages/losses to the co-operative society in this regard shall be entertained by the Company.
- (b) The quantity mentioned above is indicative & may change depending upon the requirement of the company.
- (c) The work of transportation and wagon loading and other incidental work shall be carried out as per plan, time schedule and sequence of operation as per direction of the Engineer-In-Charge.
- (d) 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 areas.
- (e) The Co-operative society shall have to abide by quarterly schedule of work.
- (f) The quantity mentioned in the BOQ to be transported to Jaisalmer railway siding and Sanu railway siding is indicative only, the payment will be made as per actual execution. In case, during the actual execution of work shifting of Jaisalmer railway siding to Sanu Railway siding occurs prior to the estimation time of Company, then the balance quantity of Jaisalmer railway siding will be carried over to quantity of Sanu Railway Siding. No claim on whatsoever account will be entertained in this account.

**5.35 WORK SCHEDULE**

5.35.1 The Co-operative Society shall have to abide by quarterly/ monthly schedule of work and targets, as mentioned in the tender document or as specified by the Officer Incharge/Engineer In charge from time to time. The OIC/EIC shall review daily, monthly & quarterly targets of execution as per requirements and limitations of the Company, as the case may be for sale and transport of Limestone Gitti to its customer destination.

5.35.2 **Variation in Quantity of work:**

The management reserves the right to vary the quantum of work up to  $\pm 20$  % of the total quantum of work or of any year during the currency of contract at its sole discretion and the Co-operative society will execute the work on same rate, terms and conditions. Advance notice of 15 days will be served for this.

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.

**5.36 FAILURE TO LOAD/OVERLOADING :**

- i) The rake loading shall have to be carried out within the prescribed time allowed by the railways for this purpose from time to time. Failure to load the rake within the

allowed time and /or failure to load any wagons and/or overloading of wagon/s etc shall result in imposition of Demurrage and/or Detention charges and/or Forfeiture of deposit or all of them. All such charges, if imposed, shall be to the Co-operative society's account and shall have to be bear by the Co-operative Society. In case the Railways penalizes, in any way, if the Demurrage charges etc. are not paid to the Railways on time then the same shall be recovered from the Co-operative society. In case the Co-operative society fails to load the rake within the prescribed allowed time and if the Railways charge freight on the rake on piece meal basis, then the liability of the excess freight will be borne by the Co-operative society.

- ii) If the Co-operative society fails to load the wagons placed by the railways for a consecutive period of 4 hours or more the Company shall have the right to engage any other agency at the cost and risk of the Co-operative society for the purpose and the difference in cost of making alternative arrangements for wagon loading, if any, shall be recovered from the Co-operative society. The Company may, at its discretion, also return wagons to railways and in such an eventuality demurrage, penalty, forfeiture charges etc., claimed by the railways shall be borne by the Co-operative society.
- iii) Any demurrage charges claimed by the railway authorities due to delay in correct loading of wagons w.r.t. the time allowed by the railways, shall be borne by the Co-operative society. Similarly forfeiture of indenting money, on account of the Co-operative society's failure to load, shall be debited to the Co-operative society's account.
- iv) In case the Co-operative society fails to complete the wagon loading work as specified in this tender document the Company will be entitled to recover in full the difference of cost, expenses etc., in making alternative arrangements for completion of the above said loading work through any other agency upto the quantity of work allotted to the Co-operative society, besides taking any other appropriate penal action.

**5.37 ACTION TAKEN BY THE COMPANY IN CASE NON ACHIEVEMENT OF TRANSPORTATION AND/OR WAGON LOADING WORK AS PER THE TARGETS:**

- (i) In case of failure to carry out the work or any part thereof as required or in cases of breakdown of the loader and/or failure to make alternate arrangements, the company shall have absolute right to get the work done by any other agency at the risk and costs of the co-operative society. In case of failure to load material for a continuous period of seven days, the co-operative society shall be responsible and liable for all consequences & costs thereof, including termination of the contract.
- (ii) In case of **failure to perform the work** for a **continuous period of seven days** due to breakdown of machine or any other reason for which the co-operative society is responsible and/or in cases of frequent breakdowns of machine, or in case at any time the performance of the Co-operative society is not found satisfactory, then the company will issue notice, giving seven (7) days to improve the same. If the Co-operative society fails to improve its performance within this period of seven days, then the Company may get the work done by other agency at the cost & risk of the Co-operative society without any further notice.

**5.38 WORKING HOURS:**

The work shall be carried out during such hours as may be directed by the company and may be round the clock. The permission of the Company shall not constitute acceptance of any financial and/or legal liabilities on the part of the company.

**5.39 TIME SCHEDULE FOR:**

**Commencement of awarded work.**

The Co-operative society has to commence the work within a period of Twenty one (21) days from the date of issue of Letter of Acceptance (LOA).

**5.40 PERIOD OF CONTRACT:**

5.40.1 The period of the contract shall be for **02 (TWO) years** from the date of issuance of the Letter of Acceptance (LOA). The co-operative society has to commence the work within a period of **Twenty one (21) days** from the date of issue of LOA/ letter of acceptance of the tender. The company may at its sole discretion extend the contract period for completion of the total tendered quantity on same rates, terms and conditions for a period not exceeding six months. Decision of the company in this regard shall be final and binding on the contractor. Further, the company shall not be liable to entertain any claim of whatsoever nature in this regard. This clause shall not in any way affect the operation of the compensation clause 5.41

5.40.2 The above period of Two years includes the period of twenty one (21) days allowed for mobilization. However, the Co-operative society shall use these days for doing necessary preparatory works and mobilization. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

5.40.3 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the co-operative society for any claim whatsoever.

**5.40.4 EXTENSION OF SCHEDULE COMPLETION TIME:**

5.40.4.1 If the co-operative society shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer-in-Charge within 10 days of the date of such event, and the Company shall, if in his opinion (which shall be final and binding on the Co-operative society) reasonable grounds exist, authorize such extension of time as may in his opinion be necessary or proper. Whenever the Company grants such extension, this would be without prejudice to the Company's right to take appropriate action under this contract and without additional financial liability on the company.

5.40.4.2 Failure or delay by the Company to hand over the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Co-operative society to damage or compensation thereof, provided, however, that the

Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

- 5.40.4.3 The decision of the company as to the need for grant of extension of time to the co-operative society shall be final

**5.41 COMPENSATION FOR SHORT FALL IN THE TENDERED QUANTITY:**

- 5.41.1 The Company will provide the specific targets on monthly basis. The Co-operative society shall have to handle the mineral in accordance with these targets. In case, the monthly targets are not given in writing to the co-operative society then the targets shall be assumed one twelfth of the total annual targeted quantity as mentioned in the contract or any other specified annual quantity given to the cooperative society in writing during the pendency of contract. The Co-operative Society will have to ensure that in case of any shortfall in a quarter, the same shall be made up in the next quarter. Company will be entitled for imposing a pre determined and agreed **compensation @ 20% of value of the actual short fall in quantity** in one quarter and retain it from the running bills of the contractor. The retained amount would be released, if the contractor makes up the short fall of that quarter in the immediate next quarter. Quantum of compensation shall be calculated considering the applicable remuneration payable during that period multiplied by actual short fall quantity. The compensation will be recovered by way of deduction from the running account bills payable to the co-operative society or any other amount due to the co-operative society. The review of executed quantity for the purpose of calculation of compensation shall be made by maintaining daily stock register for recording opening and closing balance of transported quantity, stock & dispatched quantity of Limestone Gitti at/from Railways siding by EIC/OIC. The annual reconciliation of levying / waiver of compensation on the basis of records of stock register shall be made by the company.
- 5.41.2 Besides above, failure of the Co-operative Society to work as per scheduled targets continuously for three quarters, the company will free to get the work done by making alternative arrangements at the risk and cost of the Co-operative Society and also to recover it the full difference of cost of making such alternative arrangements from the bills or security deposit
- 5.41.3 In case of failure to commence the work immediately after completion of mobilization period of 21 (Twenty one) days, without reasons to the satisfaction of the Engineer-in-charge, shall also make the co-operative society liable to pay compensation @ **0.5% of the annual contract value on weekly basis** will be recovered. The tendered qty. on pro-rata basis will be considered to calculate annual contract value. In the event the compensation exceeds 2.0% of annual contract value, the company may withdraw the letter of acceptance, terminate the contract & forfeit the earnest money deposit (EMD).
- 5.41.4 In case the Co-operative society fails to complete the entire work within scheduled time from the date of letter of acceptance/ DLOA of tender, it shall be liable to pay **1.5%** (one point five percent) of the total value of the contract as compensation in addition to the compensation mentioned at above para. (Value of contract shall be calculated by multiplying applicable rate as on the scheduled date of completion of

contract by that much of shortfall quantity with respect to the scheduled quantity of contract)

- 5.41.5 The said amount of Compensation shall be payable by the co-operative society 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 or any sum due or will become due with the company on account of any work of the Co-operative society and the Co-operative society 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.
- 5.41.6 The shortfall of one quarter is to be made up in next immediate quarter, [the next immediate quarter is termed as second quarter for the purpose of understanding the clause].
- 5.41.7 In addition to above, if targeted /annual scheduled quantity is not achieved by the co-operative society due to any reason beyond the control of the co-operative society, the annual schedule may be modified and/or completion time may be extended by the company. Compensation for shortfall will be recovered based on such revised target. Decision of the company, whether a particular reason for failure to achieve the target is beyond the control of co-operative society, shall be final and binding on the co-operative society.
- 5.41.8 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 co-operative society 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.
- 5.41.9 The compensation so paid/and/or adjusted by the company shall not relieve the co-operative society from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.
- 5.41.10 The limits in quantity variation will not affect the application of compensation clause.
- 5.41.11 Applicable GST on compensation shall also be recovered from the Contractor.

#### **5.42 RIGHT TO REVIEW PERFORMANCE:**

- 5.42.1 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.
- 5.42.2 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 co-operative society from the security deposit or any sum due to the co-operative society 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 co-operative society, in case, the co-operative society fails to perform the work continuously for more than 3 (three) days.

**5.43 RISK & COST:**

The company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the co-operative society for non fulfillment of the contractual obligations with regard to the transportation and/ or loading etc. (work) of specified quantity within the scheduled /specific time period. The work can be completed by engaging third party at the risk and cost of the co-operative society.

**5.44 RECOVERY OF DEAD FREIGHT & PENAL FREIGHT:**

- 5.44.1 Railway is having its own in-motion weighbridge at Jaisalmer/Sanu railway station & each wagon of the rake is being weighed at Jaisalmer/ Sanu railway station thereafter certified RR is being issued from Jaisalmer/Sanu station by Indian Railways. As per extant railway rules, punitive charges on account of excess weight found and penalty thereof, if any levied by the Railway at originating station, the same shall be recovered/deducted from running bills of the Co-operative Society. Apart from above, dead freight arising out of difference in chargeable weight and actual weight shall also be recovered/ deducted from the running bills of the Co-operative Society. Further in case, railway weighbridge at Jaisalmer / Sanu is out of order and/or otherwise also; as a result thereof, railways may undertake the weighment of rake en-route or at destination. Under such circumstances some wagons may found overloaded, which may result imposition of penal freight. Thus, the penal freight levied by railways and other incidental expenses, if any, involved due to overloading of wagons will be deducted / recovered from running account bills of the Co-operative Society.
- 5.44.2 In case railway weighbridge at Jaisalmer / Sanu is out of order and as a result thereof no weighment of rake is done then dead freight arising out of difference in quantity between ~~RR~~ chargeable weight and destination weight of respective steel plants/ customers and other incidental expenses, if any, will be debited to the Co-operative Society. However, the calculation of dead freight shall be done after adjusting short & excess quantity during the period of procurement cycle/or twelve (12) months of contract/ remaining period of contract period (whichever is applicable).
- 5.44.3 Wherever the dead freight is recovered from the society either due to less loading pointed out by railway weigh bridge at Jaisalmer / Sanu or at destination weighbridge of steel plants, then apart from recovery of dead freight, no remuneration shall be payable on such less quantity of loading.



## Chapter-5

### PROCEDURE FOR MEASUREMENT OF WORK QUANTUM OF WORK DONE BY THE CO-OPERATIVE SOCIETY

#### 5.45 BASIS OF MEASUREMENT FOR TRANSPORTATION PART:

- 5.45.1 The basis of measurement for the quantity of material transported by the Co-operative Society shall be the Weighment of the material at the Company's Weighbridge at mine or at other Weighbridge Notified by the company.
- 5.45.2 The Co-operative Society shall depute his authorized representative at the time of Weighment of material at specified locations at all the weighbridges of Sanu mines in each shift working. In absence of representative of the Co-operative Society the work will not be stopped and the measurement so taken shall be final and binding to the Co-operative Society.

#### 5.46 BASIS OF LOADED QUANTITY IN RAILWAY WAGON :

The basis for the quantity loaded into railway wagons shall be actual weight/ permissible carrying capacity as measured at In-motion weighbridge of railway at Jaisalmer / Sanu. In case the In-motion weighbridge of Jaisalmer / Sanu is not operative then weight mentioned in RR shall form the basis of quantity loaded. However, for supply to SAIL plants, the basis of quantity loaded for SAIL plants shall be destination weight of SAIL plant.

For other customers weight mentioned in RR shall form the basis of quantity loaded.

#### 5.47 WAGON LOADING BY MECHANICAL LOADER FITTED WITH LOAD CELLS:

The Co-operative Society shall ensure that the loading of the material done with the help of front end mechanical loader fitted with sensitive load cells which displays loaded quantity. The loading of wagon should be commensurate to the permissible / chargeable capacity of wagons as declared by the railway from time to time as per Railway Rules. There should not be any under loading or over loading of wagons.

In case railway weighbridge at Jaisalmer / Sanu is non operative the Co-operative Society shall ensure that loading of the material is done strictly as per permissible carrying capacity of each wagon. The contractor will give the indicative mark of load line based upon volume to weight conversion factor and the responsibility of correct loading will rest with Co-operative Society.

#### 5.48 SURVEY AT RAILWAY SIDING:

- 5.48.1 Before commencement of work by the Co-operative Society at the specified railway plots, survey of those plots, to assess the quantity of material lying (loose as well as compacted) at the siding, are required to be taken where he is going to unload the material and loading the same into the railway wagons.
- 5.48.2 On completion of the works, final survey shall be carried out in the similar manner.

- 5.48.3 Besides this, survey shall also be carried out on half yearly basis &/or at any other specified intervals by the Engineer-In-Charge.
- 5.48.4 During such survey Co-operative Society shall depute his authorized representative. In absence of representative of the Co-operative Society the survey shall be carried out and the measurement so taken shall be deemed final and shall be binding to the Co-operative Society. The Co-operative Society shall also provide to the Company - all Labour, material and other facilities, as necessary free of cost for the proper checking of lay out and inspection of the points during the progress of work.

#### **5.49 DETERMINATION OF VARIOUS PARAMETERS**

For the purpose of this contract the determination of following parameters as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Co-operative Society.

- 5.49.1 Chemical & Physical analysis of Limestone gitti etc., to determine purities/ grade etc.
- 5.49.2 Determination of volume to weight conversion factors and marking of loading lines on the wagons.
- 5.49.3 Size determination of the gitti, etc., including percentage of oversized & undersized material.
- 5.49.4 Weight of material dispatched in trucks Tippers/dumpers as determined at Company's weigh bridge/ any other weighbridge notified by the Company.
- 5.49.5 Stock of mineral at the beginning of the Contract, during the period of the contract & at the termination of the contract at railway siding/ plots at Jaisalmer / Sanu rly. siding.
- 5.49.6 Any other parameter whose determination may be required in terms of this contract.
- 5.49.7 The Co-operative Society, if it so desires, can associate its representatives during the determination of these parameters by the Company.

## Chapter - 6

### PAYMENTS TO THE CO-OPERATIVE SOCIETY & CERTIFICATES

#### 5.50 CO-OPERATIVE SOCIETY'S REMUNERATION:

- 5.50.1 The remuneration to be paid by the Company to the Co-operative society for the entire/whole of the work to be done and for the performance of all the obligations undertaken by the Co-operative society under the contract documents shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed, weight recorded in as per weighment on the company's weighbridge at Sanu Mines and approved by the Engineer Incharge. The sum as ascertained shall constitute the admissible remuneration of the Co-operative society under the contract. The Co-operative society shall not be entitled for any other payments, except as provided in the contract.
- 5.50.2 The rates quoted and accepted by the co-operative society shall remain firm, fix and binding during the currency of the contract period including extended period as mentioned in tender document. Rates shall be deemed to include and cover all cost, expenses and liabilities of every description and all risk of every kind to be taken in executing completing and handing over the work to the company by the Co-operative society. The Co-operative society shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely provide those. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Co-operative society, although the same may not be shown on or described specifically in contract documents.
- 5.50.3 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, materials, Labour, insurance, fuel stores, and appliance to be supplied/deployed by the Co-operative society and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished/completed in every respect and maintained as shown or described in the contract documents.
- 5.50.4 The schedule of rate/ agreed rates or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, materials of whatsoever kind for the works and shall include an indemnify to the company which the co-operative society hereby gives against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on the works of any such articles/processes or materials, other municipal or local board charges, fees, cess, if levied on materials equipment or machinery to be brought to site for use of work, shall borne by the co-operative society.
- 5.50.5 The co-operative society shall also obtain and pay for all permits or other privilege necessary to complete the work.

5.50.6 The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Co-operative society's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the co-operative society. The Co-operative society shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason of accounts whatsoever.

## **5.51 BASIS OF PAYMENT:**

The work of transportation and wagon loading is going on and the existing society is expected to leave some stock at railway siding at the time of expiry of its contract period, which will be the opening stock for this contract. Therefore the basis of payment shall be as follows;

### **5.51.1 Initial bill**

5.51.1.1 Remuneration of item no. C and D of Clause 5.22.10, for the quantity of opening stock, subject to the loading of this quantity into railway wagons.

5.51.1.2 In case the quantity dispatched (from the siding) in this period is in excess to the quantity of opening stock, then the remuneration for the complete work done shall be payable, applicable to the such quantity only, which is equal to the quantity mentioned in the **RR minus** the quantity of opening stock.

### **5.51.2 Running bills**

5.51.2.1 For payment of the work, actually performed as mentioned in item no. A of clause 5.22.10 i.e. loading of limestone by loader only, the weight of limestone, as recorded in the weighment statement at Co's weighbridge and/or Notified weighbridge, shall be considered for payment. No payment shall be made for the limestone loaded from hoppers through gravity loading.

5.51.2.2 For payment of the work mentioned in item no. B, C and D of clause 5.22.10, the actual/ permissible carrying capacity weight mentioned in the RR (as is applicable) shall be considered for the payment.

5.51.2.3 Deduction on account of the Dead freight/ penal freight, if any made by railway or customers, will be recovered from the current running bills.

### **5.51.3 Final bill**

The payment of final bill for the actual quantity of work performed by the Society shall be made after closing of the contract subject to Clause 5.61. For the purpose of assessment of actual quantity of work performed by the Society, following criterion shall be considered.

- 5.51.3.1 The remuneration for the work as per item no. B of Clause 5.22.10 shall be made for the quantity of actual physical closing stock as verified jointly in the manner as stated in clause 5.32.2. Any pending recovery as per Clause 5.32.3 shall also be made.
- 5.51.3.2 The remuneration for work done as per clause 5.22.10 (A, C, and D) shall be made on the basis of loaded quantities as computed vide clause no. 5.46.

## **5.52 ARRANGEMENT FOR DIESEL**

The Co-operative society has to make its own arrangements for Diesel procurement and storage. The Co-operative society has to obtain requisite statutory permission/clearances from the respective Government Authorities, at its own cost. However, company may on the request of the co-operative society allot the land in the mine premises for purpose of installation of Diesel Dispensing Pump subject to the condition that the contactor shall use the Diesel from that DD pump exclusively for the purpose of the contract.

Diesel escalation/de-escalation shall be payable/ recoverable as per diesel escalation/de-escalation clause specified elsewhere in the tender.

## **5.53 TERMS OF PAYMENT (BILLING):**

- 5.53.1 The Co-operative Society will be eligible to receive its remuneration (as per clause 5.22.10 and its notes) from the Company in respect of the complete work done by it as per details given in scope of work on monthly (calendar) basis for the work completed (wagon loaded would mean here work completed), within 15 days of receipt of their duly verified running account bill in triplicate for such quantity only as is actually dispatched from time to time. The co-operative society will also require to submit following details alongwith the bill as under:
- 5.53.1.1 The bills should be supported with a daily statement of transportation carried out, as mentioned at clause 5.30 and/or Wagon loading statement date wise and RR wise details above and submit the same to the Engineer-In-Charge.
- 5.53.1.2 The bills should be supported by documentary evidence for deposition of Goods & Service Tax (GST) to concerned authority for the work carried out for Item detailed at serial number 1, 2 & 3 of Price Bid Form -6 and submit the same to the Engineer-In-Charge along with the bill for payment.
- 5.53.1.3 Abstract and detailed statement of weighment for the various items executed during a month.
- Note:**
- a) No payment shall be made for any other ancillary work/ etc. i.e. for the work not mentioned in the proforma of the price bid
  - b) No advance against un-dispatched stocks shall be payable to the Co-operative Society.

#### 5.54 RATES:

The **agreed rates** shall be on the 'firm price' basis during pendency of the contract and the Co-operative society shall not be eligible for any escalation, except as mentioned in the tender document.

#### 5.55 ESCALATION/ DE-ESCALATION:

##### 5.55.1 On account of Price Variation in retail price of Diesel

Provided that in the event that there being variation in respect of the High Speed Diesel Oil, w.r.t. the frozen diesel price mentioned in this tender document based on retail price of HPCL prevalent at Jaisalmer for (A) Jaisalmer railway siding and Ramgarh for (B) Sanu railway siding. The company shall pay/recover the amount of such escalation/de-escalation to/from the co-operative society based on the dealt hereunder.

##### (A) For Jaisalmer Railway Siding

Frozen diesel rates at Jaisalmer	Rates of Diesel is Rs. 78.28 per litre (as on dated 10.10.2018)	
Average Round trip (To & Fro) distance from Mines to Jaisalmer Railway siding.	Mine No.1 126 Km	Mine No.2 112 km
Diesel consumption Norm	<b>0.02 ltr/km/MT.</b> <b>(Twenty milliliter per km per MT)</b>	

##### B) For Sanu Railway Siding

Frozen diesel rates at Ramgarh	Rates of Diesel is Rs. 78.65 per litre (as on dated 10.10.2018)	
Average Round trip (To & Fro) distance from Mines to Sanu Railway siding.	Mine No.1 21 Km	Mine No.2 15 km
Diesel consumption Norm	<b>0.02 ltr/km/MT.</b> <b>(Twenty milliliter per km per MT)</b>	

##### 5.55.1.1 Diesel Escalation for transportation component

The diesel variation shall be computed on the basis of approved rated carrying capacity of tipper/dumper in which material is transported by the co-operative society for the period in which the price of HSD changed.

Following formula shall be used for the calculation of diesel escalation/de-escalation amount

Diesel escalation = Distance between mines and Jaisalmer  
or de-escalation Railway siding ( 126/112 KM as the case  
per trip, for the may be )X Change in diesel price w.r.t.  
period of HSD frozen diesel price) x 0.02  
Change.

= Distance between mines and Sanu  
Railway siding ( 21/15 KM as the case  
may be )X Change in diesel price w.r.t.  
frozen diesel price) x 0.02

**Note:**

The distance from the mines upto unloading point/destination as mentioned above is average distance which may vary as loading from the mines is a site specific issue and therefore cannot be mentioned exactly and hence no claim/compensation in this regard shall be payable to the co-operative society. Frozen diesel price is the base price of diesel at the time of issuance of NIT.

5.55.1.2 Diesel Escalation for wagon loading component

The diesel escalation/de-escalation for wagon loading by mechanical loaders will be computed based on a notional consumption of **0.10** litre HSD per tonne of material loaded into wagons as per weight mentioned in Certified RR issued by railways from Jaisalmer /Sanu only.

**Note:**

1. **Diesel escalation shall be payable/recoverable only in respect of distance of corresponding mine and respective railway siding (Jaisalmer 112/126 KM or Sanu railway siding 15/21 KM as the case may be), irrespective of the distance negotiated.**
2. Since as per the instruction of Govt. of India, the sale price of diesel varies on daily basis, the sale price applicable on 15<sup>th</sup> of every month will be considered as prevailing price of diesel. For the calculation of escalation, the retail price of diesel of HPCL applicable for Jaisalmer for Jaisalmer railway siding and Ramgarh for Sanu railway siding shall be considered.
3. The Diesel escalation/de-escalation shall be payable/recovered on monthly basis, in the subsequent month's running bill.
4. For the purpose of diesel escalation Co-operative Society have to submit the attested copy of Diesel price list from for Jaisalmer / Ramgarh, on daily basis along with the bill for claiming diesel escalation, as the case may be subject to Jaisalmer / Sanu railway siding.

5.55.2 **VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

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

**Other escalation:**

Apart from above no other escalation shall be payable to the Co-operative society during the currency of the contract.

### **5.55.3 Goods & Service Tax (GST):**

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

### **5.56 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:**

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, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, rejected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the co-operative society, nor shall it conclude, determine or affect in any way the rights/powers of the company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the co-operative society within **75 (Seventy Five) days = (60+15=75) 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 co-operative society.

### **5.57 PAYMENT OF CO-OPERATIVE SOCIETY'S BILL:**

Unless otherwise specifically provided, running account payment (progressive payment) will be made to the co-operative society by the company keeping in view the quantum of work done and measured, approved and certified as aforesaid. Company shall be entitled to deduct Income Tax & such other taxes at source from the bills of the co-operative society as may be required by any department of State/ central Govt. or any other statutory body including advances paid to the Co-operative society. The Co-operative society, on submitting the bill for the work done, is entitled to receive a monthly payment subject to approval and passing of the same by the Engineer-Incharge. The Company shall make payment due to the Co-operative society by RTGS. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized



person/s. In all cases, the Co-operative society shall present his bill duly *pre-receipted* on proper revenue stamp.

**5.58 RECEIPT OF PAYMENT:**

Receipt for payment made must be signed by a person duly authorised holding power of attorney in this respect on behalf of the co-operative society.

**5.59 WITHHOLDING PAYMENT TO CO-OPERATIVE SOCIETY AND COMPANY'S LIEN ON MONEYS DUE TO THE CO-OPERATIVE SOCIETY:**

5.59.1 Progressive payment at any time may be withheld or reduced, if, in the opinion of the company the Co-operative society is not diligently and efficiently endeavoring to comply with the terms of the contract or if the Co-operative society 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.

5.59.2 The company shall have lien on all amounts that may become due and payable to the Co-operative society under this or any other contract or transaction of any nature whatsoever between the Company and the Co-operative society 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 co-operative society 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 Co-operative society, unless the co-operative society pays and clears the claim in full immediately on demand in cash to the company.

**5.60 CLOSING OF THE CONTRACT:**

5.60.1 Within **75 (Seventy five) days** of the completion of the work in all respects, as defined in the contract document, the Co-operative society shall be required to obtain from the Engineer-In-Charge completion certificates as to the completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden, materials, structures etc.

5.60.2 If the co-operative society shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the co-operative society remove such rock surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and Co-operative society shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock material or surplus material as aforesaid except for any sum actually realized by the sale thereof.

**5.61 APPLICATION FOR COMPLETION CERTIFICATE:**

5.61.1 When the Co-operative society 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) Details of item-wise quantum of work completed by the co-operative society.
- ii) Three sets of calculation sheets (back up papers) thereof.
- iii) Weighment statements from the concerned department of company.

- iv) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the co-operative society or his sub-co-operative society.
- v) Details of PF deposited by the co-operative society.
- vi) No claim certificate by the co-operative society, 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.
- vii) Indemnification Bond on **Non-Judicial stamp paper of appropriate value.**

5.61.2 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Co-operative society, 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 Co-operative society by the Company and the DGMS or other statutory authority from time to time.

5.61.3 The co-operative society, 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 co-operative society 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 co-operative society.

## **5.62 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 Co-operative society and the Co-operative society having fulfilled all his obligations under the contract, the Group General Manager/ Engineer In charge of SBU&PC-Limestone shall give a certificate hereinafter referred to as the 'Final Certificate' and the co-operative society 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/Engineer- In charge.

## **5.63 FINAL PAYMENT AND RELEASE:**

5.63.1 On completion of the work and issuance of completion certificate, the co-operative society shall submit his / its final bill indication 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 Co-operative society furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

5.63.2 All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final Certificate.

5.63.3 No claim shall be made or be filed by the co-operative society and the company shall not be liable to pay any money to the co-operative society, except as specially provided for in the contract. Acceptance by the co-operative society 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 co-operative society in respect of anything done or furnished by the co-operative society 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.

- 5.63.4 Final payment including the security deposit will be released to the co-operative society only on furnishing the Final Certificate by him/ it within one month.

## **Chapter-7**

### **UNDERTAKING**

#### **5.64 UNDERTAKING:**

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

For and on behalf of the tenderer

Dated-----

Place-----

Signature of tenderer  
with seal

## LETTER OF SUBMISSION OF TENDER

FROM

DATE: ----

M/s \_\_\_\_\_

To,  
**The Group General Manager (Contract),**  
**Rajasthan State Mines & Minerals Ltd.,**  
**4-Meera Marg,**  
**Udaipur-313001 (Rajasthan).**

**Sub:** Tender for Loading of Limestone Gitti of Various Sizes into Tippers/Dumpers from Crusher Hopper (s) and/or Different Stacks Lying at Company's Sanu Mines, Distt. Jaisalmer, Its Transportation from Mines to Railway Siding at Jaisalmer / Sanu Railway Station, and Its Unloading, Stacking, Watch & Ward and Mechanized Loading of Limestone Gitti Into Railway Wagons using Front End Loaders etc.

Ref: - e-Tender No. RSMML/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

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 in favour of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

DD No.	Date Name and Address of Bank	Amount
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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 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 enclose documentary proof of all requisite document as specified in the tender document.
7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/co-operative society shall be acceptable and binding on me/us.

Date, The \_\_\_\_\_ day of, \_\_\_\_\_ 20...

**Signature of tenderer/(s)  
with seal**

Witness

Name in Block Letters: \_\_\_\_\_

Full Address \_\_\_\_\_

**CHECK LIST TO BE ENCLOSED WITH ‘TECHNO-COMMERCIAL (PART-I) BID’**

Ref: - e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

Name of Tenderer \_\_\_\_\_

The Check List should be submitted alongwith TECHNO-COMMERCIAL (PART-I) BID’ in the proforma given below: -

1.0	Name of tenderer	
2.0	Address for Communication with the tenderer.	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail, Mobile no.	
3.0	Status of tenderer: (Please Tick)	
3.1	Individual	
3.2	Proprietorship Firm: Attach duly attested affidavit in support of your status.	
3.3	Partnership Firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested)	
3.4	Co-operative Society registered under RAct- Attach duly attested copies of Registration Certificate, Bye laws, list of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited Companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association & Memorandum of Association allow the Company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector Undertaking (Attach supporting documents duly attested)	
3.7	Others (Please specify) – Attach duly attested supporting documents.	
4.0	Power of Attorney/ Board Resolution in favour of the authorised representative signing the tender.	Enclosed/ Not Enclosed
5.0	Turn over during last financial years.	
5.1		
5.2		
5.3		
5.4		
5.5	Whether Enclosed duly attested copies of Audited balance sheets & P&L accounts of above financial year.	Enclosed/ Not Enclosed
6.3	Others (Specify) (Also enclose a brief resume).	
7	Details of concurrent commitments	
8	Acceptance of tender terms & conditions	
9	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes/ No.
10	Whether the tenderer has proposed any addition/ modification/ deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement
11	Proposed site organization	

12	Goods & Service Tax Registration No.	
13	Registration No. Of Cooperative Society	
14	List of trained & experienced Technical persons employed with the co-operative society showing their qualification and experience.	
15	Any other relevant information about the tenderer.	
16	Affidavit on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes/ No
17	Details of Earnest money deposited	No. & Date Name of Bank Payable at
18	Undertaking that we have not enclosed any additional condition and or deviations from the tender conditions alongwith "Price Bid". If any such additional condition and/or deviation is found enclosed with the "Price Bid" then it may be treated as withdrawn from our side.	
19	Action plan regarding acquiring/getting requisite machinery for successful execution of the entire work	
20	PAN no.	
21	Here it is confirmed that the retail price of diesel of HPCL for Jaisalmer i.e. Rs 78.28 per liter & HPCL for Ramgarh i.e. Rs. 78.65 per litre is considered as base price for quoting the rates in part-II	
22	Registration Details of MSMED	

Note-

1. If the above documents are not uploaded while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may 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. Before uploading the document read carefully the tender document conditions/ stipulations and enclose the requisite documents only.
3. Photocopies of the documents shall be attested by the gazetted officer or Notary public.

Date: -----

Place-----

Signature of tenderer/s  
with seal

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

**DETAILS OF PRESENT COMMITMENT, if Any**

Ref: - e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

Name of Tenderer \_\_\_\_\_

S. No.	Name of Organization for whom worked & Work order No. with date	Name of work & order no.	Quantity of work	Period from To	Value of work	% of completed work (in terms of value as well as qty.)	Likely Date of completion	Period of delay (if any)	Remarks

Signature of tenderer/(s)  
with seal



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

**EXCEPTIONS AND DEVIATION**

Ref: - e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018.

Name of Tenderer \_\_\_\_\_

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

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

Signature of tenderer/(s)  
with seal

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

**PROPOSED SITE ORGANISATION**

Ref: - e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

Name of Tenderer \_\_\_\_\_

The Tenderer is to indicate herewith-proposed site organization, indicating the number of persons along with their role & responsibilities, which he proposed to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Engineer-In-Charge.

Signature of tenderer/(s)  
with seal

**FORM-6**

**(To be submitted online only in the prescribed BOQ format available for downloading on <https://eproc.rajasthan.gov.in>)**

**Performa of PRICE BID'**

Ref: - e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

This part of tender should contain the 'PRICE BID' and **SHOULD BE SUBMITTED ONLINE ONLY, STRICTLY IN PROFORMA OF BOQ: -**

Name of Tenderer

Sl No.	DESCRIPTION	Total tendered Quantity (tentative)	(Rate) Rs per MT	Total
1	Loading of limestone gitti from various stacks by loaders into Tippers/dumpers deployed by contractor /Company's authorized customers at Company's Sanu Limestone Mines, Distt. Jaisalmer.	NA		
2	Stacking of the transported material on the railway plots/ land in possession of the Company and as provided by the Company to the Co-operative Society and watch & ward of the limestone gitti during road transit & at the railway plots/ land in possession of the Company.	48.00 lac MT		
3	Mechanized loading of limestone gitti from Railway plots into BG railway wagon (full rake load carries approx 4100 tonnes) at Jaisalmer Railway station, using front-end loaders fitted with load cell and load adjustment, if required, in each wagons after weighment by Railways at Jaisalmer.	48.00 lac MT		
4	<b><u>Jaisalmer railway siding</u></b> Transportation of limestone gitti loaded in Tippers/dumpers from Sanu Limestone Mines, Distt. Jaisalmer to specified Rly. Plots at Jaisalmer railway siding including unloading of Tippers/dumpers at Railway plots /land in possession of the Company			
4 (A)	From Mine -1 (Average Round Trip To & Fro distance from mines to Jaisalmer Railway siding is 126 KM.	12.00 lac MT		
4 (B)	From Mine -2 (Average Round Trip To & Fro distance from mines to Jaisalmer Railway siding is 112 KM.	12.00 lac MT		
5	<b><u>Sanu railway siding</u></b> Transportation of limestone gitti loaded in Tippers/dumpers from Sanu Limestone Mines, Distt. Jaisalmer to specified Rly. Plots at Sanu railway siding including unloading of Tippers/dumpers at Railway plots /land in possession of the Company			
5(A)	From Mine -1 (Average Round Trip To & Fro distance from mines to Sanu Railway siding is 21 KM.	12.00 lac MT		
5 (B)	From Mine -2 (Average Round Trip To & Fro distance from mines to Jaisalmer Railway siding is 15 KM.	12.00 lac MT		
	Total			

Rates to be quoted online in the prescribed BOQ format only.

**NOTE:**

1. The rate quoted will be inclusive of all taxes, duties, levies etc but exclusive of Goods & Service Tax-
2. The rates will remain firm & fixed except on account of escalation/de-escalation due to change in diesel rate & variation in statutory taxes & duties..
3. The retail price of diesel of HPCL at Jaisalmer i.e. Rs 78.28 . per liter & HPCL for Ramgarh i.e, Rs. 78.65 per litre is considered as base price for quoting the rates in part-II

Dated: -----

Place: -----

**Signature of tenderer/s**

(To be typed on Non Judicial stamp paper of Rs. 100)

**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 e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

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**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

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

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

Dated 00.00.....

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

Whereas the company having agreed to exempt M/s \_\_\_\_\_ a company/ partnership firm \_\_\_\_\_ (address of registered/H.O.) where ever the context so require include its successors and assignees (hereinafter called the Co-operative society) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Co-operative society and agreement dated \_\_\_\_\_ entered into between RSMML and M/s \_\_\_\_\_ (co-operative society), hereinafter called ' the said letter of Acceptance/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 Acceptance/ 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 co-operative society of any terms and/or conditions contained in the Letter of Acceptance/ Agreement. The decision of the Company, as to any such breach having been committed and loss/ damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (Bank) do hereby undertake without any reference to the Co-operative society or any other person and irrespective of the fact whether any dispute is pending between the Company and the Co-operative society of the fact whether any dispute is pending between the company and the Co-operative society 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 co-operative society of any of the terms and condition contained in the said Letter of Acceptance/ agreement by reason of the said co-operative society's failure to perform the covenants contained in said letter of Acceptance/ agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_ (Bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharges or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ agreement have been fully and properly carried out by the said co-operative society 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 discharges 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 Co-operative society 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 Co-operative society 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 co-operative society. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU&PC-Limestone or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_ (Bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ agreement or to extent time of performance by the said Co-operative society 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 co-operative society and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said co-operative society or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Co-operative society 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 co-operative society or ourselves or liquidation or winding up or dissolution or insolvency of the co-operative society 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 co-operative society and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur Courts in the state of Rajasthan alone shall have jurisdiction.

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

**PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT**

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

B.G. No. \_\_\_\_\_

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees ( hereinafter called the Surety/ Bank) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to furnish BG for EMD from M/s \_\_\_\_\_ a company/ partnership firm \_\_\_\_\_ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer' ) from the demand under the terms and conditions of tender no RSMM/CO/ GGM(Cont)/Cont-..... For Loading of Limestone Gitti of Various sizes into Tippers/ Dumpers from Crusher Hopper (s) and different stacks lying at Company's Sanu Limestone Mines, Distt. Jaisalmer, its transportation from Mines to Railway Siding at Jaisalmer Railway Station, and its unloading, stacking, watch & ward and mechanized loading of Limestone Gitti into Railway Wagons using Front End Loaders etc.(hereinafter called 'the said Tender) of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. ....

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

- (i) We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company an 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 Tenderer of any of the terms and /or conditions contained in the 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 Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer 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 tenderer of any of the terms and condition contained in the said tender by reason of the said tenderers failure to keep the said tender open. 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. ....

- (iii) We, \_\_\_\_\_ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before ....., the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GM(Cont.) shall be deemed to be sufficient demand under this guarantee.
- (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 Tenderer 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 Tenderer 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 Tenderer
- (v) 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 tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer 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 of amount not exceeding Rs. .... is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (ix) 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 date \_\_\_\_\_ granted to him by the Bank.
- (x) 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 being issued on non-judicial stamp as per Stamp Act Prevailing in the state of Rajasthan, executed on this date \_\_\_\_ of \_\_\_\_\_, 20...**



**UNDERTAKING**

**(To be typed on Non Judicial stamp paper of Rs. 100)**

e-Tender No. RSMM/CO/GGM (Cont.)/Cont.-15/18-19, Dated 10.10.2018

Name of Tenderer .....

I.....S/o

Shri.....aged.....

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

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

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

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

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

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

Principal Secretary to the Government of Rajasthan,  
Department of Mines & Petroleum,  
Secretariat,  
Jaipur

The designation and address of the Second Appellate Authority is –

Principal Secretary to the Government of Rajasthan,  
Department of Finance,  
Secretariat,  
Jaipur

**(1) Filing an appeal**

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

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

**(4) Appeal not to lie in certain cases**

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

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

- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

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

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

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

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

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

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

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.