



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

REGISTERED OFFICE:

C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan) India
Ph.:+91-141-2743734, 2743934
Fax: +91-141-2743735, 2428739
CIN No.: U14109RJ1949SGC000505

CORPORATE OFFICE:

4, Meera Marg,
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Ph.: -91-294-2428768, 2428763-67
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Website: www.rsmm.com

PAN No : AAACR7857H

GSTIN No. 08AAACR7857 H1Z0

TENDER DOCUMENT

TO

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

E- TENDERS ARE INVITED FOR ENTERING INTO TYRE MANAGEMENT WORK OF OTR TYRES FITTED IN DUMPERS, WATER SPRINKLERS, MOTOR GRADER AND ANCILLARY EQUIPMENTS AT JHAMARKOTRA ROCK PHOSPHATE MINES, UDAIPUR (RAJASTHAN)".

S. N.	Description	Date	Time
1	Bid Submission Closing date	16.10.2018	6.00 p.m.
2	Techno-Commercial Bid Opening Date	17.10.2018	3.30 p.m.
3	Last date of Submission of Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security in original to the office of GGM(MM) CO., Udaipur	16.10.2018	Upto 6.00 p.m.
4	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
5	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in	
6	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
7	Tender Document Fees	Rs. 1180/- (Inclusive of 18% GST) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
8	RISL Processing Fees	Rs. 500/- in favour of "MD RISL" payable at Jaipur	
9	Bid Security	Rs. 90,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	



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NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited online through e-procurement portal of GOR from the contractors having experience of similar nature of work:-

Brief Description	Contract Period	Bid Security
Tyre management work of OTR tyres fitted in Dumpers, Water Sprinklers, Motor Grader and ancillary equipment at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)	Three Years	Rs 90,000/-

Pre-qualification criteria:-

- i)** The tenderer should have minimum turnover of Rs. 32.00 lacs in any one of the immediate four preceding financial years i.e. 2014-15, 2015-16, 2016-17 & 2017-18.
- ii)** The tenderer should have experience of execution of similar nature of work.

For qualification purposes the tenderer should submit duly attested copy of work order/work completion Certificates along with T.D.S/Certificates as a proof of similar nature of work experience. Copy of audited Balance Sheets/ P&L Account/ CA certificate etc. in support of turn over should be submitted along with the offer.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above PQC & other terms & conditions. The decision of the company will be final and binding in this regard. The price bids of only techno commercially qualified bidders shall be opened.

In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that partnership firm is in vogue prior to issuance of this tender. However, if the experience of partnership firm is below the requisite criteria, then, the experience of only one partner (whose experience is maximum) can be considered instead of experience of

partnership firm, if so requested by the tenderer. However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that in case of Company/ Society, the experience & turnover of the Company / Society shall only be considered. Tenderer have to declare whether they are coming under MSMED Act or not, if yes, then should provide registration number along with copy of the same. Tenderer as a consortium is not allowed to participate in this tender.

The tenderer/bidder who have earlier been suspended or banned or whose contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.

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

For more details, visit us on web site www.rsmm.com, www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in or contact Sr. Manager (MM) at the above address.

Gr. Gen. Manager (MM)

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

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SECTION-I
DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE
CONTRACTOR

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.

- 1.1.1 "DGM" shall mean the Dy. General Manager (Mech.-HEMM).
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.1.3 "**Approved**" shall mean approval in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively tender documents, fax/letter of Acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**Contractor**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work.
- 1.1.9 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.10 "**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 as per terms of the contract.
- 1.1.11 "**Contract period**" shall be reckoned from the date of issue of LOA/RC.
- 1.1.12 "**Downtime Hour**" means the time for which an equipment is not available to RSMML for putting it to use due to the reasons attributable to the contractor.
- 1.1.13 **DGMS** means Director General of Mines Safety as defined in the mines Act, 1952.

- 1.1.14** **Holidays** means the holidays notified by RSMML in the beginning of each calendar year on which the working in the mines shall remain closed.
- 1.1.15** **Month** means a calendar month.
- 1.1.16** **Operators** mean the persons employed by RSMML to operate the equipment.
- 1.1.17** **Service Meter** means the meter unit fitted in the equipment to measure the cumulative hours of operation of the equipment.
- 1.1.18** **“Officer-In-Charge”** or **“Engineer-In-Charge”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.1.19** **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.20** **“H&I”** shall mean **Head & In charge of the SBU – PC (Rock Phosphate)** of RSMML or his successor in the office so designated by the Company.
- 1.1.21** **“Mines Manager”** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.
- 1.1.22** **“Mines”** shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU - PC (Rock Phosphate) situated in the district of Udaipur.
- 1.1.23** **“Letter of Acceptance (LOA)”** or **Rate Contract** shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/email/fax.
- 1.1.24** **“Notice”** or **“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/speed post/courier/email/fax 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.
- 1.1.25** **“Sub-Contractor”** shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 1.1.26** **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.27** **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.28** **“Tyre”** means OTR tyres applicable for BH-85 Dumpers, WS-70 Water Sprinklers and other ancillary equipment with specific sizes of 24.00 X 49, 18.00 X 25, 14.00 X 20, 35/65 X 33, 23.5 X 25 etc.

1.2 INTERPRETATIONS:

Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

1.2.1 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.

1.2.2 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.

1.2.3 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

1.2.4 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.

1.2.5 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

1.2.6 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

- 1.2.7** No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.8** No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.2.9** No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

SECTION II

INSTRUCTIONS TO TENDERERS

2.1 INSTRUCTIONS FOR PREPARATION & SUBMISSION OF e TENDER:

1. Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in.
2. No physical/offline Tender/bid shall be accepted. However, bidders are to furnish bid security, tender document fees and processing fees offline as under.
3. **The Bid Security and Tender document fee shall be in the form of Demand Draft / Bankers Cheque drawn in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
4. **The Processing Fee shall be in the form of Demand Draft / Banker Cheque drawn in favour of “ MD RISL” payable at Jaipur** and shall also be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
5. Conditional tenders and casual letters sent by the contractors will not be accepted.
6. Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
7. The Tender Document is not transferable.
8. Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
9. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :
10. 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 a.m. to 6.00 p.m. on all working days. email: eproc@rajasthan.gov.in,. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.

11. Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
12. Bidder shall submit their offer on-line in electronic format both for techno-commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and bid security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
13. Before electronically submitting the tender, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
14. Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
15. All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
16. In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part – I of offer.
 - Annexure-H- Compliance with the Code of Integrity and No Conflict of Interest.
 - Annexure-I- Declaration by the Bidder regarding Qualifications.
 - Annexure-J- Grievance Redressal during Procurement Process and Form No. 1.
 - Annexure-K- Additional Conditions of Contract

17. **SUBMISSION & OPENING OF TENDERS:**

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing DDs/BCs/BPOs towards tender document fee/Bid Security/ Processing Fees offline to the office of GGM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid. Tenderers should also to ensure furnishing DDs/BCs/BPOs towards

tender document fee/Bid Security/ Processing Fees to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

18. Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**

COVER-A

- Scanned Copies of DDs/BCs/BPOs towards Tender document Fees, Bid Security and Processing fees.
- Authorization in favour of the person who has signed the tender document.
- Letter of submission as per annexure-A
- General Profile of tenderer as per annexure-B.
- Undertaking towards non suspension/no condition in price bid/not having litigation against company as per annexure-C.
- Registration details as per MSMED Act, 2006 as annexure-D alongwith supporting documents.
- Undertaking towards acceptance of all terms & conditions of tender as per annexure-E.
- Provident Fund Account Number of establishment and its effective date/undertaking as per annexure-F.
- Details of taxes & duties offered in price bid as per annexure-G.
- Compliance with the Code of Integrity and No Conflict of Interest as per annexure-H.
- Declaration by the Bidder regarding qualifications Declaration by the Bidder as per annexure-I.
- Grievance Redresses during Procurement Process as per annexure-J.
- Additional Conditions of Contract as per annexure-K.

COVER-B

- Certificate of Incorporation/Memorandum of Association & Article of Association/Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be. In case the bidders makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- Audited copies of Balance Sheet/ CA Certificate/ P/L Account of proceeding four financial years i.e. 2014-15, 2015-16, 2016-17 & 2017-18.
- Information regarding details of work of similar type carried out in past and in hand and tendered by the bidders as per annexure -M.
- Information regarding equipment which bidder proposes to use as per annexure-N.
- Minimum equipment required to be deployed and owned by the bidder as per annexure-O.

COVER-C

- Price Bid in **xls format**.
- Details of prices in **PDF format. (Instruction of same is enclosed at Annexure-P)**

Note:

Bidders must submit duly sealed & signed copies of documents in support of above required details and any declaration given by the bidders without requisite supportive documents will not be considered. It may be noted that the tender shall be technically examined on the basis of documents submitted, as per above required details, furnished along with the bid. A bidder shall be fully responsible for consequences including rejection of its tender or cancellation of the Contract if the required documents/copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/ misleading. The authorized signatory of the bidders should put its signature along with its stamp on each page of the Techno-commercial bid and should also record the date and scanned copies of same are to be uploaded on the portal.

2.2 PREQUALIFICATION CRITERIA

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

- i)** The tenderer should have minimum turnover of Rs. 32.00 lac in any one of the immediate four preceding financial years i.e. 2014-15, 2015-16, 2016-17 & 2017-18.
- ii)** The tenderer should have experience of execution of similar nature of work.

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

The Tenderer should submit duly sealed & signed copies of work orders, work completion certificate giving details of the work executed in past as proof of similar nature of work experience, attested copy of audited balance sheets and Profit & loss A/C for the years in support of turn-over. The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

The tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions shall not be eligible to participate in this tender during the period of their suspension or banning.

2.3 EVALUATION OF TECHNO-COMMERCIAL BID:

The techno-commercial bids of the tenders meeting the pre-qualification criteria as mentioned above, will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the bidders based upon the information provided by the bidders in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of RSMML as to which bidders are capable & competent to carry out the work shall be final. The bidders should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender. The bidders shall be prepared to furnish clarification/information and attend discussion/negotiations as required by the company from time to time.

Price Bid (part II) of the tender will be opened only of techno-commercially successful tenders.

2.4 DETERMINATION OF BEST ECONOMIC BIDDER AND NEGOTIATIONS:

The Best Economic Bidder will be determined on the basis of the sum total of calculated weighted lowest cost for 3 years for tyre management work based on rates offered by the tenderer for such work for equipments on hourly run basis i.e. BH 85 Dumper, WS70 Water Sprinkler, WS 28 Water sprinkler and BG 825 Motor Grader & Cut repair charges for tyre size 24x49 for cut sizes, 0-50mm, 51-100 mm & above 100 mm only.

Similarly the economic bidder ranking will be given to all other tenderers based on the above basis and as per their price offer. The sum total of weighted cost per guaranteed hour will be determined as per following formula:

Total Weighted lowest cost	11 X3000X (sum of offered Rate per Working Hour of equipment for BH85 Dumper for 1 st , 2 nd & 3 rd year)
	+ 1x1800x sum of offered Rate per Working Hour of equipment for WS70 Water Sprinkler for 1 st , 2 nd & 3 rd year)
	+ 1x1200x sum of offered Rate per Working Hour of equipment for WS28 Water sprinkler for 1 st , 2 nd & 3 rd year)
	+ 1x1200x sum of offered Rate per Working Hours of equipment for BG825 Motor Grader for 1 st , 2 nd & 3 rd year)
	+ 10 X Average of sum of offered Rates for cut repair charges of 24x49 size tyre of cut size 0-50 mm for 1 st , 2 nd & 3 rd year)
	+ 80 X Average of sum of offered Rates for cut repair charges of 24x49 size tyre of cut size 51-100 mm for 1 st , 2 nd & 3 rd year)
	+ 40 X Average of sum of offered Rates for cut repair charges of 24x49 size tyre of cut size above 100 mm for 1 st , 2 nd & 3 rd year)
Total	

In case the offered rates of the best economic bidder for any individual item offered in annexure-P found higher than offered rates of other bidders, then those may be rationalized/matched.

2.5 NEGOTIATIONS:

- i)** Negotiations may be conducted with the best economic bidder only. In case of non-satisfactory achievement of rates from best economic bidder, RSMML may choose to make a written counter offer to the best economic bidder 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 economic bidder, then to the third economic bidder and so on in the order of initial bidding and order be awarded to the tenderer who accepts the counter offer.
- ii)** In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii)** In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv)** In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

2.6 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, 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 'Annexure- E'. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- i)** Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- ii)** Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii)** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.
- iv)** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

2.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER DOCUMENT:

All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever required in the tender

papers by the bidders or by a person holding power of attorney authorising him/her to sign on behalf of bidders before submission of the tender. Scanned copies of all documents are to be uploaded.

The tender shall contain the name, residence and place of business of person or persons, making the tender and shall be signed by the bidders with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Extract of Registrar of Firm's Register & Partnership deed) in the tender. It should be signed in the partnership name by all the partners or by any one partner duly authorised by all other partners of the firm followed by the name and other details of the partner signing. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board of Directors in that behalf shall accompany the tender.

Tenders containing corrections and alterations are liable to be rejected. Any corrections and alterations, if inevitable, in the entries of the tender papers will be signed in full by the bidders with date. No erasures or over writings are permissible.

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.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders, who resort to canvassing, will be liable to rejection.

The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Telegraphic/Fax offers shall be rejected.

2.8 RATES

- (a) **Tenderer (s) are requested to offer prices strictly in the BOQs (PDF format & xls format) uploaded on the site. They should first download the BOQs from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal.**

Important Instruction for bidders to fill prices in BOQ (PDF & XLS formats)-

In PDF sheet as per annexure- P

Tenderers are requested to offer their prices as per details above in a PDF sheet and same is to be enclosed with BOQ as a part of price bid.

- **In row A,1:** Rates are to be mentioned in Rs. Per Working Run Hour of the Equipment (BH 85 Dumper) for Tyre management work of OTR tyres size 24.00x49 as per scope of work mentioned in tender except cut repair charges.

- **In row A,2:** Rates are to be mentioned in Rs. Per Working Run Hour of the Equipment (WS 70 Water Sprinkler) for Tyre management work of OTR tyres size 24.00x49 as per scope of work mentioned in tender except cut repair charges.
- **In row A,3:** Rates are to be mentioned in Rs. Per Working Run Hour of the Equipment (WS 28 Water Sprinkler) for Tyre management work of OTR tyres size 18.00x25 as per scope of work mentioned in tender except cut repair charges.
- **In row A,4:** Rates are to be mentioned in Rs. Per Working Run Hour of the Equipment (BG 825 Motor Grader) for Tyre management work of OTR tyres size 18.00X25 as per scope of work mentioned in tender except cut repair charges.
- **In row B,1:** Rates are to be mentioned in Rs. Per Month of the Equipment for Tyre management work of OTR tyre size 14.00x20 of 13.5 Ton Crane as per scope of work mentioned in tender except cut repair charges.
- **In row B,2:** Rates are to be mentioned in Rs. Per Month of the Equipment for Tyre management work of tyre size 35/65-33 of CAT 988 Block Handler as per scope of work mentioned in tender except cut repair charges.
- **In row B,3:** Rates are to be mentioned in Rs. Per Month of the Equipment for Tyre management work of tyre size 23.5 X 25 of Tyre Handler BL 14TH as per scope of work mentioned in tender except cut repair charges.
- **In row C,1:** Rates are to be mentioned in Rs. Per cut repair of tyre sizes 24x49 for cut sizes 0-50mm, 51-100 mm & above 100 mm as per scope of work mentioned in tender for 1st, 2nd & 3rd year.
- **In row C,2:** Rates are to be mentioned in Rs. Per cut repair of tyre sizes 18x25 for cut sizes 0-50mm, 51-100 mm & above 100 mm as per scope of work mentioned in tender for 1st, 2nd & 3rd year.
- **In row C,3:** Rates are to be mentioned in Rs. Per cut repair of tyre sizes 35/65-33 for cut sizes 0-50mm, 51-100 mm & above 100 mm as per scope of work mentioned in tender for 1st, 2nd & 3rd year.
- **In row C,4:** Rates are to be mentioned in Rs. Per cut repair of tyre sizes 23.5/25 for cut sizes 0-50mm, 51-100 mm & above 100 mm as per scope of work mentioned in tender for 1st, 2nd & 3rd year.

In XLS format as BOQ

On the basis of prices mentioned in PDF sheet as above, prices are to be quoted in BOQ in xls. format as below.

- **In row 1:** Rates are to be mentioned in **Rs. Per Working Run Hour of the Equipment (BH 85 Dumper) & applicable GST in respective column for Tyre management work of OTR tyres size 24.00x49** as per scope of work mentioned in tender except cut repair charges.
 - **In row 2:** Rates are to be mentioned in **Rs. Per Working Run Hour of the Equipment (WS 70 Water Sprinkler) & applicable GST in respective column for Tyre management work of OTR tyres size 24.00x49** as per scope of work mentioned in tender except cut repair charges.
 - **In row 3:** Rates are to be mentioned in **Rs. Per Working Run Hour of the Equipment (WS 28 Water Sprinkler) & applicable GST in respective column for Tyre management work of OTR tyres size 18.00x25** as per scope of work mentioned in tender except cut repair charges.
 - **In row 4:** Rates are to be mentioned in **Rs. Per Working Run Hour of the Equipment (BG 825 Motor Grader) & applicable GST in respective column for Tyre management work of OTR tyres size 18.00x25** as per scope of work mentioned in tender except cut repair charges.
 - **In row 5:** Rates are to be mentioned in **Rs. Per cut repair of tyre sizes 24x49 for cut sizes 0-50 mm & applicable GST in respective column** as per scope of work mentioned in tender for 1st, 2nd & 3rd year.
 - **In row 6:** Rates are to be mentioned in **Rs. Per cut repair of tyre sizes 24x49 for cut sizes 51-100 mm & applicable GST in respective column** as per scope of work mentioned in tender for 1st, 2nd & 3rd year.
 - **In row 7:** Rates are to be mentioned in **Rs. Per cut repair of tyre sizes 24x49 for cut sizes of above 100 mm & applicable GST in respective column** as per scope of work mentioned in tender for 1st, 2nd & 3rd year.
- (b) Prices will remain firm and fixed during the period of contract.
- (c) The rates are to be quoted in Rupees per working hour of the equipment run for Dumpers, Water Sprinklers, Motor grader. Lump sum amount per month per equipment to be quoted for ancillary equipments. Rates for cut repairing charges different size of cuts and tyres are to be quoted separately.
- (d) While quoting the price under this part, the bidders shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (e) The firm & fixed price should be quoted in Indian Currency strictly as per BOQ Format on f.o.r. landed basis. Prices are to be quoted as per details mentioned in BOQ, however, price details as per annexure-P should also be mentioned in a separate sheet in PDF format in cover-C. No condition should be mentioned in the Price Bid (Part-II), in case, if any, will be ignored.

- (f) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- (g) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- (h) The bidder shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- (i) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid 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 filed by us.'

2.9 **TRANSFER OF TENDER PAPERS**

Transfer of tender documents by one intending bidders to another is prohibited.

2.10 **REFUSAL / FAILURE**

In the event of the Bidders, after the issue of communication of Acceptance of Tender by the Company, fails/refuses to execute the work as herein before, the Bidders shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event the Company shall have full right to claim damages thereof in addition to the forfeiture of Bid Security.

2.11 **BID SECURITY/TENDER DOCUMENT FEES/PROCESSING FEES:**

- a) The tenderer shall deposit interest free Bid Security of Rs. 90,000/- by Demand Draft/Banker's Pay order.

Further, tenderers shall deposit (interest free) a sum Rs. 1,180/- as tender document fees and Rs. 500/- as processing fees by PO/Demand Draft only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in

tender document. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

b) DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (manually/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

c) **The Bid Security shall be forfeited in case of:**

- α) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
- β) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
- γ) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
- δ) If the tenderer does not submit the security deposit cum performance guarantee.
- ε) If a tenderer breaches any provision of code of conduct of integrity prescribed for bidders as specified at Annexure-A.

(d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.

(e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards Bid Security deposit against this tender, however, the Bid Security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.

2.12 **VALIDITY**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **four months** from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/amendment/ modification in the offered tender, the bid security deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer (LOA/RC/Contract) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases shall be on the sole account of the tenderer. Moreover, RSMML have

full right to claim damages thereof in addition to the forfeiture of bid security.

2.13 ADDENDA/CORRIGENDA

- 2.13.1 Addenda/corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or contract terms.
- 2.13.2 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

2.14 RIGHTS OF COMPANY TO ACCEPT OR REJECT TENDER

The right to accept or reject the tender rests with the Company. The Company, however, does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject any or all the tenders received without assigning any reason whatsoever. Further, company reserves the right to split the work amongst more than one contractor if considered competent at the sole discretion of the Company.

2.15 BIDDERS TO OBTAIN HIS OWN INFORMATION

- 2.15.1 The bidders in quoting his rate shall for all purpose, whatsoever, be deemed to have him-self 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 details given in the tender document are basically for reference and guidance of the tenderer. The bidders are required to satisfy him-self in all respect, before the submission of offer.
- 2.15.2 The bidders shall be deemed to have examined the tender document, to have his own information in all matters whatsoever that might affect directly or indirectly the carrying out of the works at the contract rate and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the tender Document shall not vitiate the tender or release the Contractor from his obligations. The bidders 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 him-self 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.

- 2.15.3 The bidders shall be deemed to have independently inspected Jhamarkotra Mines of the SBU & PC-Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.
- 2.15.4 The bidders has also deemed to have himself/itself independently obtained all relevant and necessary information regarding the location and situation of Dumper maintenance workshop where the departmental activities are presently undertaken including all other locations of related establishments etc where the Contractor would be required to undertake the work of “Tyre management work of OTR tyres fitted in Dumpers, Water sprinklers, Motor Grader and ancillary equipment ”, including other data, information, particulars etc. appreciating all pros and cons and all such other information, whether technical/commercial or otherwise.
- 2.15.5 The bidders has also deemed to satisfied himself/itself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case work is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of work/s and bidder do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

2.16 **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

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

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

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

2.17 **SIGNING OF THE CONTRACT AGREEMENT**

The successful bidders shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the Company within one month from the date of intimation regarding acceptance of tender. The cost of execution of agreement including non-judicial stamp paper under Indian Stamp Act & stationery shall be borne by the contractor. The contract agreement shall consist of :-

- 1) An agreement on non-judicial stamp paper of appropriate value,
- 2) Tender document, along with addenda/corrigenda, if any.
- 3) Letter of Acceptance/Detailed letter of Acceptance/Rate Contract/Contract.
- 4) Agreed variation, if any.
- 5) Any other document as mutually agreed.

2.18 **SITE & GENERAL INFORMATION**

- 2.18.1 Jhamarkotra Mines is situated at an approximate distance of 27 Kms from Udaipur in Rajasthan.

- 2.18.2 Working of Dumpers and Water sprinklers operation is in three shifts i.e. A, B, & C, the starting time of which are 6-00 A.M., 2-00 PM & 10-00 PM respectively. Working of other maintenance is carried out in G-shift between 08.00AM to 4.00PM. In case of any change in the shift schedule the same will be communicated to the contractor in time..

2.19 **SPACE FOR CONTRACTOR'S WORKING**

- 2.19.1 The company shall make available space for installation of Nitrogen gas filling plant and for other facilities required for execution of tyre management work.
- 2.19.2 On completion of the entire contract work undertaken by the contractor set up of Nitrogen gas filling plant, temporary structure/s etc. shall be removed by the contractor at his/its cost and site cleared as per the directions of the Engineer in charge. If the contractor fail to comply with such directions, the Engineer in charge may at the expense/s of the contractor, 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 contractor shall have no claim whatsoever in respect thereof.

- 2.19.3 The company reserves the right to ask the contractor at any time during the tenure of the contract to vacate the land, site, temporary buildings etc. by giving seven days notice on security reasons or on material interest by providing alternative site.

2.20 RESIDENTIAL ACCOMODATION

Subject to the availability of accommodation in the residential quarters of company, residential accommodation could be provided on chargeable basis to the contractor. However, it will be the sole responsibility of the contractor to make suitable arrangements at his/its cost for accommodation for his/its own staff and labour as required under the law.

2.21 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR:

- (A) Tenderers offering in the capacity of micro, small and medium enterprises of the State of Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided-
- i) Tender document fees will be taken @ 50% of the prescribed total value of Tender document fees.
 - ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
 - iii) Security Deposit will be taken @1% of the total value of order/contract.
- (B) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.

Except above, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

SECTION III

GENERAL CONDITIONS OF THE CONTRACT

3.0 Installation of Equipment:

- 3.1.1** Successful bidder has to install required equipment/machines of suitable capacity for complete execution of tyre management contract at Jhamarkotra mines within 45 days including Nitrogen Gas Plant from the date of issue of LOA/RC/space made available by RSMML for creation of such facilities.
- 3.1.2** Sufficient number of trained staff to be deployed at site for carryout the work of tyre management of OTR tyres in all shifts i.e. A, B, C on all working days and in General Shift on every Monday. The contractor shall not be able to shift these equipments within the mining area also for any other purpose except for repairing/replacement of the failed equipment with the written permission of Engineer In charge.
- 3.1.3** The period allowed for installation of equipment/machines as per Clause 3.1.1 above in exceptional cases can be extended by the H&I (SBU & PC) Rock Phosphate for maximum period of another 15 days in case it is found that the reasons for non deployment of desired equipment are beyond the control of the contractor. The contractor shall have to make a written request to H&I (SBU & PC) Rock Phosphate for this purpose.

3.2 SECURITY DEPOSIT

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee equal to 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector/ICICI/AXIS/HDFC Bank (Except State Bank of India) having its branch at Udaipur/Jodhpur, within 21 days from the date of issue of LOA/RC. In case the value of purchase are more than to suffice the SD amount then the balance SD @ 5% of exceeded contract value will be deducted from each running bills of the tenderer. The Bank Guarantee should be valid for a period of 6 months in excess to contractual period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are granted by RSMML.

- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.
- viii) S.D. should be send to the office of Head & In-charge, SBU-PC(RP), Jhamarkotra.

3.3 PERIOD OF CONTRACT

- 3.3.1** The period of contract shall be of three years from the date of issuance of LOA/RC including mobilization period of 45 days.
- 3.3.2** RSMML may extend the period of contract for further 3 months (after expiry of initial period of 3 years) on rates applicable for 3rd year and same terms & conditions of contract at its sole discretion. Contractual quantity /volume of work may also be enhanced accordingly.

3.4 PRICE & PRICE VARIATION

- 3.4.1** The price quoted and finally accepted by the company shall deem to include and cover all costs including material cost required/used for execution of contract, expenses, taxes (except GST), duties, levies and liabilities of every description and all risk of every kind to be taken in execution. No increase in rates on these accounts shall be permitted. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- 3.4.2** Contractor will deposit the GST to the concern authorities.
- 3.4.3** The quoted price shall remain firm & fixed for the period of contract.

3.5 TAXES

- 3.5.1** All taxes /duties/levies as are applicable on the tendered work should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment.

RSMML will reimburse/recover at actual any tax/duties which are imposed/increased/withdrawn/decreased after the date of submission of offer & are directly applicable to this contract and payable by the contractor/recoverable by RSMML, and determined on the basis of bills raised by him upon the Company, subject to the furnishing of documentary proof.

3.5.2 Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

3.5.3 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

3.6 TERMS OF PAYMENT

3.6.1 The basis of billing shall be the working Hrs run by the equipment in case of BH85 Dumper, WS 70 Water Sprinkler, WS 28 Water Sprinkler & BG 825 motor grader and lump sum amount for tyre management per month per equipment in case of 13.5 Ton crane, Tyre Handler BL14TH and CAT 988 Block handler. Payment of cur repair will be made on monthly basis.

3.6.2 For payment purposes the contractor shall raise the bill on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge of the contract. The rates as accepted by the Company shall only be considered for billing purpose.

3.6.3 Payment will be made within a period of 30 days after submission of the bill duly verified by EIC. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

3.6.4 The Company shall make payment due to the Contractor through RTGS/NEFT.

3.7 RESOURCES, MANPOWER, FACILITIES ETC.

3.7.1 The contractor will have to bring and deploy requisite machinery, labours, tools, tackles, equipment, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML except the Tyre Handler which will be provided by RSMML free of cost.

3.7.2 The contractor shall make its own arrangements at its own cost for trained staff, tools & tackles, Nitrogen gas filling plant, tyre accessories etc., required for satisfactory execution of the contract.

- 3.7.3** The contractor shall not take out their deployed equipments from the site. However, in case of major repair of deployed equipments, they will be allowed to take out the same for repair with prior permission of Engineer in-charge.
- 3.7.4** RSMML shall provide following facilities free of cost to the contractor only for execution of work at site:
- i. Electricity at working place for lighting, for working of Nitrogen gas filling plant and other equipment of contractor.
 - ii. Water
 - iii. Space for Tyre management work..
 - iv. The operation of the tyre handler shall be in the scope of work of the contractor.
 - v. The maintenance of Tyre handler shall be taken up by RSMML. Any down time of equipment due to non availability of tyre handler shall not be considered or counted for penalty and compensation.
 - vi. Float tyres of every size of minimum quantity as per clause 4.2(e).

3.8 INCIDENTAL & CONTINGENT WORKS

The contractor will have to make its own arrangements for all incidentals or contingent works related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.\

3.9 RIGHT RESERVED

The Company reserves to exercise the following rights at its sole discretion without assigning any reason thereof. The decision of the Company in these regards shall be final and binding.

- i.) to accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii.) to increase / decrease the quantity and period of contract.
- iii.) To enter into parallel rate contract.
- iv.) To award contract for tyre management of complete range of equipment or part.
- v.) To award contract for tyre management with/without cut repairs of tyres.
- vi.) To cancel the tender, postpone it for another date, change the venue of receipt & opening of tender.
- vii.) to reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

3.10 EMPLOYMENT OF MANPOWER AND THEIR CONDUCT

- 3.10.1** The labours/staff/supervisors/managers etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages,

emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/ staff/supervisors/managers etc., to be engaged by the contractor for the contracted work.

3.10.2 The Contractor shall be responsible for the proper conduct and behaviour of all the labours/staff/supervisors/managers and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

3.10.3 The contractor shall have to make all payments to the workers/labours/staff etc. engaged by it every month latest by the 7th day of the following month, in the presence of an officer who may be nominated by the RSMML and a certificate to that effect shall be obtained from such an officer as per requirement of the contract Labours (Regulation & Abolition) Act, 1970.

3.11 MISCELLANEOUS LIABILITIES

The contractor shall be responsible for making all arrangements at its cost and expenses for: -

- i) Suitable accommodation for its staff/labour/workers etc.
- ii) Tools, equipments, machinery, vehicle etc. and any other requirement for accomplishing the work satisfactorily.
- iii) Safety and discipline of the labours/workers/staff employed.
- iv) Workmen compensation policy which should be renewed time to time to cover entire period of contract.
- v) Providing safety boots, dust masks, safety goggles, safety belts and other protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the laborers/workers/ staff etc deployed at work site.
- vi) Electricity and water at one point shall be supplied to the contractor free of cost for their use.
- vii) Minimum wages as applicable shall be in force for the workers deployed at Jhamarkotra Mines.

3.11.1 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure

is incurred by the RSMML on the above items that will be recovered from the contractor's bills/security deposit.

- 3.11.2** The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's equipment/appliances or his employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

3.12 PROVIDENT FUND

- 3.12.1** The contractor shall be wholly responsible for complying with the fulfilments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

- 3.12.2** The Contractor shall have to get himself registered (if not already registered) with the Employees Provident Fund Organization (EPFO) will have to deposit P.F. with EPFO under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Bidder is required to submit the copy of the PF Registration Number received from RPFC office before commencement of the work, failing which the contract is liable to be terminated. The contractors who are coming under the purview of the Employees Provident Fund & Misc. Provisions Act (EPF & MP Act) but are not registered should get themselves registered with the RPFO before starting the work. They will have to deposit the PF with the EPFO. The contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act may deposit the same with the PF Trust of RSMML along with 1.15% administrative charges. An affidavit for this purpose is to be furnished on a stamp paper of appropriate value at the time of awarding the contract by those contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act to the effect that:

- (i) They are not covered under the EPF & MP Act, and
- (ii) In case during the currency of the contract they come under the purview of the said Act they will get themselves registered with the PF Commissioner & will deposit the PF with the RPFC.

- 3.12.3** The Contractor shall remit the PF due to the Regional Provident Fund Commissioner under intimation to the Company or may deposit PF due to our RSMML's trust with existing administrative charges.

- 3.12.4** However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount

deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

- 3.12.5** Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF. which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

3.13 ASSIGNMENT & ADDITIONAL CONTRACTS

The contractor shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Contractor from any liability or obligation under this contract and the Contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agent and employees fully as if those are the Contractor's own acts. The RSMML shall have a right to engage any other contractor for similar or other kind of job as may be deemed necessary by the RSMML.

3.14 RECORDS, REGISTERS, ETC.

The contractor is required to generate & maintain the following record & submit the same to RSMML:

- a) Equipment wise Log-Book indicating actual working hours per shift, down time hours etc. with reasons. The Contractor will get the log book verified by Shift Engineer/ Shift Manager at the end of every shift.
- b) Monthly records as under:
 - At the beginning & end of the each shift the hour meter reading of equipment shall be jointly recorded by RSMML representative & contractor.
 - At each shift end, difference between final and initial readings shall be computed.
 - In case hour meter is found defective, operation hours will be manually recorded jointly by RSMML & contractor.
 - The initial reading of the new hour meter and the last reading of the old hour meter shall be jointly recorded and signed by representatives of both RSMML & Contractor.
- c) The contractor shall also maintain all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorised representative at such place & time as may be directed.

- d) Shift wise details of inventory of float tyres both ready for use and to be repaired as per contract.

3.15 STATUTORY OBLIGATIONS

- 3.15.1** The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body.
- 3.15.2** The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM, Environment and pollution Control Board etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- 3.15.3** The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Motor Transport Workers Act, Motor Vehicle Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.
- 3.15.4** The Contractor in whose favor the tender is awarded shall be required to furnish necessary information under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the H&I, SBU-PC(RP) before starting the work. The Contractor shall obtain license under the above act/s.
- 3.15.5** The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines and/or working thereof, during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

3.15.6 The bidder should specifically indicate whether they are the member of Micro, Small or Medium Enterprises (MSME) under the Micro, Small and Medium Enterprises Development Act, 2006.

3.16 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

3.17 NO CLAIM IF WORK IS ABANDONED OR POSTPONED :

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

3.18 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

3.18.2 Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by them. Such amendment shall be deemed as part of the agreement.

3.19 LIABILITITES IN RESPECT OF CONTRACTORS MACHINERY, ETC.

3.19.1 The contractor shall be responsible for maintaining and operating the machines deployed by it for the contracted work in such a way that the machines are always available and with

due regards to safety and ensure compliance of the applicable statutory rules & regulations.

3.19.2 The contractor shall bear all costs, expenses, etc., that may be incurred on purchase, maintenance, overhauling, running and operating the machines.

3.19.3 If the machines/ equipments deployed by the contractor cause any accident or causes injury or death to any person working the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the contractor 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.

3.20 LIABILITY FOR ACCIDENT TO PERSONS

3.20.1 Besides the liabilities of the Contractor under the "workmen's Compensation Act", Fatal Accident Act, M.V. Act, "Mines Act" the following shall also apply to the Contractor.

3.20.2 On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

3.21 WAIVER

Any waiver by Company of any breach of the terms and condition of the contract shall not constitute waiver of any subsequent breach of the same.

SECTION IV

SCOPE OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT

4.0 SCOPE OF WORK

Scope of work for carrying out the Tyre management of OTR tyres of equipments at Jhamarkotra Rock Phosphate Mines” shall include but not limited to the followings:

- i) Installation of Nitrogen gas filling plant and other equipment/machineries required for execution of contract and their maintenance & operation..
- ii) Deployment of adequate trained staff in all the three shifts i. e. A, B, C on working days and in General Shift on each Monday.
- iii) Checking/inflating the Nitrogen pressure in tyres in each shift.
- iv) Removal of tyre from equipment and dismantling from rim.
- v) Assembling of tyre and fitment to the equipment.
- vi) Rotation of the location of tyre in a equipment as per requirement looking to the wear pattern of tyre.
- vii) Repairing of cuts shall be done at site as and when required for tyre management. Rates should be quoted separately for cut repairing in the format as per annexure-P.
- viii) Tyre handler is to be provided by RSMML. Operation of the tyre handler shall be done by the contractor. Maintenance of the Tyre Handler including arrangement of spares, diesel and lubricants shall be in the scope of RSMML.
- ix) Existing Air Compressor as available at site will be provided by RSMML in case contractor requires the same for execution of work, however, operation & maintenance of the air compressor shall be done by the contractor. In case of non-operational condition of compressor, contractor will be liable to make it operational at their own. In case air compressor will become beyond repairable condition during the contract period, contractor will arrange the same at their own. Any additional requirement of air compressor will be in the scope of contractor.
- x) Maintenance of record of individual tyres as per requirement of RSMML.
- xi) Removal and fitment of tyre for other repairing work of equipment/or any other allied requirement of tyre of RSMML as per instruction of Engineer Incharge.
- xii) RSMML will provide only tyres, O rings and tubes of required size under contract. Rest of the material required for execution of tyre management work shall be in the scope of contractor.
- xiii) Company will have single point responsibility to intimate or inform the contractor for requirement of works.
- xiv) Tyre accessories required for tyre management work e.g. valve core, valve bends, spuds, compound paste etc. will be in the scope of contractor.
- xv) Bidders may visit the site to be aquatinted with site conditions and the actual work requirement under tender.

4.1 SPECIAL CONDITIONS:

4.1.1 Applicability:

- a) These terms and conditions are in addition to the General terms & conditions specified in Section-III of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy, or, conflict, or contradiction between the two.
- b) Besides the scope of work described in the above Para at clause 4.0, the scope of work for the “Tyre management work of OTR tyres fitted in Dumpers, Water Sprinklers, Motor Grader and ancillary equipment etc. at Jhamarkotra Rock Phosphate Mines” is inclusive of but not limited to the following Clause 4.2. below inclusive of the sub-clauses.

4.2 Special Conditions Applicable for The Work of Tyre management of OTR tryres fitted in Dumpers, water sprinklers and ancillary equipment.

- a) The Contractor shall carry out the work in all shifts. on all the seven days of week excluding holidays declared by the Company.
- b) The Contractor shall depute his accredited representative throughout the working hours at working site to supervise the work and to receive the instructions of the Company. It shall be the duty of those representative/s to call on at the office of Unit/Project concerned of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with. The contractor shall provide the details of persons employed for execution of work.
- c) At the time of blasting, persons if any, in the area of blasting, have to vacate the area of blasting.
- d) The contractor shall have to take effective measures at its own cost & expenses for proper safety, good house keeping etc.of man and material.
- e) **Following equipment shall be covered under NIT**

S. No.	Equipment Model	No. of equipment	Tyre Size	Approx. no. of tyres	Minimum qty. of float tyres
1	BH-85 Dumper & Water Sprinkler WS-70	12 Nos.	24.00 X 49	92	20
2	Water Sprinkler WS-28 & Motor Grader BG 825	2 Nos.	18.00 X 25	18	6

Ancillary Equipments-

S. No.	Equipment Model	No. of equipment	Tyre Size	Approx. no. of tyres	Minimum qty. of float tyres
1	Crane 13.5T	1 No.	14.00 X 20, 22 PR	6	2
2	Block Handler CAT 988	1 No.	35/65-33, 24 PR	4	1
3	Tyre Handler BL14 TH	1 No.	23.5 X 25	4	2

Note: The numbers of equipment mentioned herein above are tentative and indicative which may vary as per the actual requirement of the company. Similarly, the hours run of equipments & cut repair work mentioned at clause no. 2.4 are also indicative only. Same may vary depending upon the actual use/requirement of the company. No claim whatsoever on this account will be entertained.

4.3 CUTS-REPAIR

In case contract is awarded with scope of cut repair then tenderer will perform followings:

- i.) After removal and dismantling of tyre, a joint report shall be made by representatives of RSMML and Contractor for identification and confirmation of cuts for repair. The contractor shall subsequently make the subject tyre ready for use and keep it ready as float inventory.
- ii.) If after confirmation, the cut repair is required to be done at the Workshop/ Factory of the contractor then the contractor shall make necessary arrangements for to & fro transportation at their risk and cost and repair the said tyres at their Workshop/ Factory.
- iii.) The minimum guarantee working hours for cut repairs will be 750 hours.

SECTION V

SUSPENSION, TERMINATION, FAILURE, PENALTY & COMPENSATION, FORCE MEAJURE & DISPUTE RESOLUTION

5.0 SUSPENSION OF WORK

5.1 Head of the SBU & PC Rock Phosphate of RSMML may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at such time and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Head of the SBU & PC Rock Phosphate of RSMML to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Rock Phosphate of RSMML.

5.2 BREACH, DEFAULT & TERMINATION OF CONTRACT

5.2.1 The contract may be terminated without any notice by the Company, if the Contractor fails to deploy equipments & commence the work within specified period from the Date of issue of LOA/ DLOA/RC/Contract. In such an eventuality the Bid Security and/or Security Deposit of the Contractor shall be forfeited.

5.2.2 If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate of RSMML and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.

5.2.3 If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or uneconomical mining or lack of mineral deposits or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the

RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub-clause.

- 5.2.4** The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of penalty for shortfall quantity, shall have the right to terminate the contract after giving fifteen days notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.
- 5.2.5** Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 5.2.6** In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 5.2.7** On occurrence of three defaults in a year in making payment to the workers/labours/staff, etc., by due date as per terms of this tender, the contract may be terminated by the RSMML without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.
- 5.2.8** Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 60 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing up to date of termination.

5.3 **COMPENSATION**

- 5.3.1** In case the Contractor fails to commence the work as per scope of work within the stipulated / extended period, the company shall recover a pre determined and agreed compensation @ 0.5% of the annual contract value on fortnightly basis from the contractor. In the event the compensation exceeds 2% of annual contract value then provisions of clause 5.2 shall apply.

5.3.2

In the event of any downtime due to:

- a) Equipment waiting for any work as per scope of work under contract attributable to the contractor.
- b) Fail to keep the tyres ready in assembled conditions to use from the float inventory.

Minimum allowed hours for each tyre removal and mounting shall be 6 hours. Extra time shall be treated as down time.

The performance failure compensation shall be as under:

Sl.No.	Tyre size	Compensation amount for every hour or part thereof
1	24.00x49	Rs. 1500/hr
2	18.00x25	Rs. 800/hr
3	14.00X20	Rs. 300/hr.
4	35/65-33	Rs. 500/hr.
5	23.5 X 25	Rs. 1000/hr

The compensation amount shall be calculated every month based on downtime hours of equipment. The maximum compensation amount shall be 10% of the total contract value of service charges and it shall be adjusted against service bill.

5.3.4

The compensation, if levied, shall be recovered immediately from the bills of the contractor.

5.3.5

Notwithstanding anything contained in clauses 5.2.3 and 5.2.4 herein above, the RSMML may require the contractor to improve the performance of work within seven days of the receipt of a notice by the RSMML and if the contractor fails to improve its performance on pro-rata basis within this period of seven days, then the RSMML may get the work done by other agency at the cost & risk of the contractor without any further notice.

5.3.6

The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor, at the discretion of the RSMML.

- 5.3.7** The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- 5.3.8** Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

5.4 IDEMNITY

- 5.4.1** The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge 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 Contractor.
- 5.4.2** 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.
- 5.4.3** Contractor 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 contractor.

5.5 PERFORMANCE REVIEW :

In the event, at any time during the contract period, it is found that the performance of contract is not satisfactory, RSMML reserves the right to cancel the order/contract prior to the date of completion of contract period without assigning any reason(s) thereof.

5.6 PRICE FALL CLAUSE:

In the event of tenderer accepting lower prices for work covered under the contract to any other customer during the pendency of the contract, the lower price and charges will also be applicable to this contract. The tenderer must intimate RSMML as soon as they accept lower prices from any other company including PSU and Govt. Organisation.

5.7 FORCE MAJEURE

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to lock-outs, notice/s from the Directorate of Mines Safety Office, 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 and loading operation, accumulation of stock of mineral, stoppage of Rock Phosphate dispatches on account of road blockage due to sand dune/storms 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 and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this 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.

5.8 RISK & COST

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfilment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

5.9 DISPUTE & JURISDICTION

- 5.9.1 The place of the contract shall be Udaipur (Rajasthan) only. 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 Rock Phosphate of RSMML shall be final and binding.

- 5.9.2 The contract shall in all respects to be and shall be construed as an Indian contract and in conformity with Indian laws, and shall be subject to the jurisdiction of courts at Udaipur in the State of Rajasthan and no other courts outside Udaipur in India shall have jurisdiction to try any suit or proceedings or petitions and or any other matter pertaining to, connected with and/or ancillary to this contract.
- 5.9.3 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

(On the letterhead of Tenderer)

Annexure- "A"

e_TENDER NO. RSMM_CO_MM_NIT_16_2018-19 Dated 25.09.2018
LETTER OF SUBMISSION OF e_TENDER

DATE:

From:

To:
The Gr. Gen. Manager (MM),
Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg
UDAIPUR -313 001.

Sub: -Tender for the work of Tyre management work of OTR tyres fitted in Dumpers, water sprinklers, Motor Grader and ancillary equipment at Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan)

Ref: - Tender No.

Dear Sirs,

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 quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and 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 stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Bid Security/Tender document fees/processing fees of as per NIT in the form of pay order/crossed Demand Draft in favor of RSMML payable at Udaipur particulars thereof are mentioned herein below.

- D.D. No Date Name and Address of Bank Amount
- D.D. No Date Name and Address of Bank Amount
- D.D. No Date Name and Address of Bank Amount

5. 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.
6. 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 Bid Security and/or security deposit or pay to the company such sums of money as stipulated in the tender documents.
7. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work etc and all other requisite document as specified in the tender documents.
8. 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.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Signature of bidder(s) with seal

Enclosures:

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018**CHECK LIST TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART I) BID'
(On the letter head of the tenderer)**

Tender No.

Name of Tenderer.....

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

1.0	Name of the tenderer	
2.0	Address & contact details for Communication with the tenderer Phone no.- Fax no.- e-mail address-	
3.0	Status of the 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 RCA- 1965 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 is 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).	
4.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last 4 financial years.	2014-15 2015-16 2016-17 2017-18
5.1	Duly sealed & signed copies of audited balance sheets / P&L accounts / CA Certificate of above financial year.	Enclosed /Not Enclosed
6.0	Main business activities (experience) of the tenderer	
7.0	Proof of experience.	
7.1	Past experience of tenderer as per format	
7.2	Copies of Work orders -	Enclosed /Not Enclosed
7.3	Work completion certificates	Enclosed /Not Enclosed
7.4	Break up of Year wise revenue against each order is given	
8.0	Details of current commitments	
9.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
10.0	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
11.0	Undertaking that tenderer is not having or had any litigation with the Company, if any, give details.	
12.0	Undertaking that We have not enclosed any additional condition and or deviations from the tender	

	conditions in the "Price Bid in PDF sheet. If any such additional condition and/ or deviation is found enclosed in the "Price Bid" , then same may be treated as withdrawn from our side.	
13.0	PAN No.	
14.0	PF account No.	
15.0	GSTIN no.	
16.0	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)	
17.0	Banker details: Name Branch No. Address	
18.0	Bank Account No.	
19.0	Type of A/c : Saving / Current/CC/ any other	
20.0	IFSC code	
21.0	Any Other relevant details.	

(Authorized Signatory)

Date: -----

Place: -----

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

UNDERTAKING TOWARDS NON SUSPENSION/NO CONDITION IN PRICE BID/NOT HAVING LITIGATION AGAINST COMPANY / GST ON NON-JUDICIAL STAMP PAPER OF RS. 10/-.

(Scanned copy is to be uploaded on e-procurement portal and hard copy on stamp paper is to be sent offline to the Office of GGM(MM)- 4, Meera Marg, Udaipur, Rajasthan)

(To be submitted alongwith part – I of the offer)

Name of the Tenderer: _____

- a) We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
- b) We hereby declare we have not mentioned any condition in price-bid furnished in PDF format.
- c) We undertake 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 filed by us."
- d) We hereby declare that we are not having or had any litigation with the Company, if any, give details.

Signature of Tenderer with official stamp

Place:

Date:

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

**Registration details as per Micro, Small & Medium Enterprises
Development Act,2006.**

(To be submitted with PART – I Technical Bid)

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(Yes/NO)
2. If yes, please furnish the declaration given below.
3. We _____ (Name _____) of Tenderer _____), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum no. and under category of(Manufacturer/Service).
4. Enclose copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

e_TENDER NO. RSMM_CO_MM_NIT_16_2018-19 Dated 25.09.2018

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS
OF TENDER**

Name of Tenderer_____

We confirm that all the terms & conditions of tender is acceptable to us except the following.

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

Note: Deviations to the tender terms, if any, mentioned any where else (i.e. in any other document) will not be considered & accepted. RSMML will not entertain any claim of the tenderer on offered such deviations (mentioned anywhere else).

Signature of tenderer with official stamp

Date:

Place:

ANNEXURE-F

e TENDER NO. RSMM_CO_MM_NIT_16_2018-19 Dated 25.09.2018

Undertaking for PF declaration on non-judicial stamp paper of Rs. 10/-
(For those who do not have the PF registration no.)

(Scanned copy is to be uploaded on e-procurement portal and hard copy on stamp paper is to be sent offline to the Office of GGM(MM)- 4, Meera Marg, Udaipur, Rajasthan)

)

AFFADAVIT

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

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

I /We the above deponent make oath and state that my above statement is true and correct to my personal; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent
(Authorized Signatory)

e_TENDER NO. RSMM_CO_MM_NIT_16_2018-19 Dated 25.09.2018

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer _____

Particulars	% Rate considered in BOQ in xls. Format
Rate of GST in % which tenderer has considered for tyre management work of equipments on hourly basis (For works prescribed at Table- A of annexure- P)	SGST.....% CGST.....% IGST.....%
Rate of GST in % which tenderer has considered for tyre management work of equipments on monthly basis (For works prescribed at Table- B of annexure- P)	SGST.....% CGST.....% IGST.....%
Rate of GST in % which tenderer has considered for cut repairs of tyres of equipments (For works prescribed at Table- C of annexure-P)	SGST.....% CGST.....% IGST.....%
Any other taxes & duties%

Signature of tenderer with official stamp

Date:

Place:

Annexure H : Compliance with the Code of Integrity and No Conflict of Interest

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

- 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.

Annexure I: Declaration by the Bidder regarding qualifications

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No..... datedI/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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure J: Grievance Redressal during Procurement Process

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

The designation and address of the First Appellate Authority is: Mines Dept, GOR

The designation and address of the Second Appellate Authority is: Finance Dept., GOR

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 there under, 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 the 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 the 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 a 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 procurement;
- 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

- ϕ) An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;

- γ) 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.
- η) 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 the 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 bankers' cheque of a 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 documents, 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. Particulars 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 (enclose 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 :

Annexure K : Additional Conditions of Contract

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

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 sub totals, 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 price 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 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 extending the Rate Contract for a period of 3 months on the rates and conditions of the original Rate Contract. However, the additional quantity shall be in proportion to the original Rate Contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, 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.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

(PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT)

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G _____ Dated _____

Contact details of Banker:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, having its registered office at (mention complete postal address with contact nos./mail address etc.)_____ and its head office at (mention complete postal address with contact nos./mail address etc.)_____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company').

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

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

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC

holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. 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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder 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 or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager 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/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

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

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018

Annexure- "M"

DETAILS OF WORK EXPERIENCE

(On the letterhead of tenderer)

Bidders will give information of the similar work done during past strictly as per the proforma given below. Contractor shall also indicate the jobs on which it is presently engaged.

S No.	Full particulars of similar work carried out by the bidder	Value of the contract	Completion Time as stated in Tender (months)	Actual Completion Time (months)	Year of completion	Penalty or liquidated damages Paid (if any)	Name & postal address of client	If any disputes were raised give brief nature	Particulars of any contract awarded but not executed

Certified that the above information is correct.

Signature of the Bidder & Seal

Note: Complete information shall be submitted & if required additional sheets may be attached. The bidders shall submit documentary evidence such as certified copies of work orders, completion certificate etc in support of the work/s mentioned above in the table.

e TENDER NO. RSMM CO MM NIT 16 2018-19 Dated 25.09.2018**Information Regarding Equipment, which Bidders Proposes to use for this Work and Readily Available / Proposed to be deployed**

(On the letterhead of tenderer)

S No	Description	Nos.	Make	Capacity	Year of Manufacture	Status (Readily available/ Proposed to be purchased)	Present place of deployment	Total hours clocked up to date	Approx. date when it will be deployed at site	Period of retention at site	Full technical description	Condition of Equipment

Certified that the above information is correct.

Signature of the Bidder & Seal**Note:**

- i. Details of such equipments should be given which are owned by the bidder.
- ii. Complete information shall be submitted & if required additional sheets may be attached. The bidders may submit the ownership details/documentary evidence of owning the equipment mentioned above.
- iii. Bidders shall submit an undertaking on non-judicial stamp paper that the proposed equipment mentioned above will be deployed exclusively for the tendered work & with in the prescribed period.
- iv. Use RA for readily available & PP for proposed to be purchased

e_TENDER NO. RSMM_CO_MM_NIT_16_2018-19 Dated 25.09.2018

**MINIMUM EQUIPMENT REQUIRED TO BE DEPLOYED
AND OWNED BY THE BIDDERS**

A. To be deployed after mobilization on award of work					
	Type of equipment	Year of Manufacture	Minimum Size	Nos.	Remarks
	Nitrogen gas filling plant of appropriate capacity	Plant should be of good conditions and capable to execute the work as per scope of work of tender.		One (1)	

Note:

The bidder has to install at their own Nitrogen gas filling plant of appropriate capacity, to commence the work within **45 days** from the date of issue of LOA/DLOA/ RC/Contract.

Signature of the Bidder & Seal

