



Rajasthan State Mines & Minerals Ltd.

(A Government of Rajasthan Enterprise)

4- Meera Marg,
UDAIPUR. 313004 (Rajasthan)

e-TENDER DOCUMENT

Consultancy Services for Design, Survey, Detailed Project Report Preparation, Tender Document Preparation and supervision for creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam located near Base Camp at Jhamarkotra Mines, Distt.- Udaipur

e-TENDER No. RSMM/CO/Proj/TD/2018-19/22

Dated: 12.04.2018

Issued by:

**Group General Manager (Projects),
Rajasthan State Mines & Minerals Ltd.
4, Meera Marg, Udaipur-313004,
Rajasthan**

Phone: 0294 – 2428768 - 85, 2428744, Fax: 0294-2428790

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Website: <http://www.rsmm.com>



RAJASTHAN STATE MINES & MINERALS LTD

(A Government of Rajasthan Enterprise)

PROJECTS DIVISION

Corporate Office: 4, Meera Marg, Udaipur - 313 004, Rajasthan, INDIA

URL: <http://www.rsmm.com>

RSMM/CO/Proj/TD/2018-19/22

Dated: 12.04.2018

E- DETAILED NOTICE INVITING TENDER

Online tender is invited in electronic form through <https://eproc.rajasthan.gov.in> for following works:

Brief Description of WORKS:	Earnest Money (Rs)
Site survey, design related to capacity enhancement of Existing Tailing Dam near base camp Jhamarkotra by height raising, preparation of Detailed Project Report (DPR), preparation of bid document for award of construction work, tendering for selection of construction contractor, review of bids submitted for finalization of contract and supervision of construction work so as to accommodate optimum tailing waste to be discharged from our existing Industrial Beneficiation Plant.	Rs 48,000/-
Cost of tender document Rs 1180/- is inclusive of GST, payable through DD in favour of %RSM Ltd, Udaipur.+	
Processing Fee	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur
Download from website	http://www.rsmm.com or https://eproc.rajasthan.gov.in or http://www.sppp.rajasthan.gov.in
Period of sale of documents	From 12.04.2018 to 14.05.2018 up to 1:00 pm through DD.
Pre Bid Meeting	27.04.2018 at 11:00 AM at RSMML Corporate Office, Udaipur.
Last date & time of submission of offer	Dated 14.05.2018 up to 03:00 PM at RSMML Corporate Office at Udaipur.
Date of opening of Techno-Commercial offer	Dated 15.05.2018 at 03:30 PM at RSMML Corporate Office at Udaipur.

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

- (i) The bidder should have full time qualified civil engineers (at least one) having experience in design of hydraulic structure for not less than five years. The bidder



should also have own/ associated survey team with experience and expertise in similar nature of work.

- (ii) The bidder should have annual turnover of Rs 6 lac or more in any of the preceding three financial years 2014-15, 2015-16 and 2016-17 in its own name.

The Bidder should go through the website www.rsmm.com/ <https://eproc.rajasthan.gov.in> & on <http://www.sppp.rajasthan.gov.in> and the link %help for contractors; %aformation about DSCq FAQq and bidders manual kit+ to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & specified for online opening of techno-commercial part of tender.

The tender shall be prequalified on the basis of documents uploaded with the Techno-commercial bid in support of above. The decision of the Company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

The tenderers who have been earlier 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.

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

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

Group General Manager (Projects)

Note: The bidders should keep visiting above website till due/ extended date of tender for updated information, if any.

Group General Manager (Projects)



PROFILE OF RSMML

Preamble

Rajasthan State Mines & Minerals Limited (RSMML) is one of the Premier Public Sector Enterprise of Government of Rajasthan, is the successor of the erstwhile M/s. Bikaner Gypsum Limited, a private sector company which had commenced the mining of Gypsum in erstwhile Bikaner State in 1947.

Today

RSMML today comprises of four (Strategic Business Unit & Profit Centre - SBU&PC) separate units and all working under the overall control of Corporate Office at Udaipur. Today it deals in four Principal Industrial Minerals, Rock Phosphate, Natural Gypsum, Limestone and Lignite.

The Board of Directors

The Board of Directors of the company has Chairman and other members of the Board are senior officials of the state Government and two independent directors. The company is managed by a full time Managing Director, who is also a member of the Board of Directors

Activities

The current activities of the Company are the following:-

Phosphate

- Mining and Marketing of Rock Phosphate Ore, Udaipur, Rajasthan;
- Mining and beneficiation of low grade Rock Phosphate ore to produce a high grade Phosphate concentrate at their Industrial Beneficiation Plant at Jhamarkotra, Udaipur.
- Manufacturing and selling direct application phosphatic fertilizer called %AJPHOS+.

Limestone & Gypsum

- (i) Mining of Gypsum/Selenite in the desert areas of Bikaner, Churu, Sri Ganga Nagar, Hanuman Garh, Jaisalmer, Pali & Barmer districts of Rajasthan;
- (ii) Mining of low Silica Limestone in Jaisalmer district for use in the steel industries like TISCO, SAIL & JINDAL Steel.

Lignite

Mining of Lignite in Kasnau -Matasukh in district Nagaur and at Giral & Soneri in Barmer district of Rajasthan.

Desalination Project

20 MLD brackish water desalination project at Kasnau . Matasukh Lignite Mines, district Nagaur on DBOOT basis.

Wind farm

The company is in the business of renewable energy generation from wind farms since 2001 and had installed 106.3 MW capacity in Rajasthan so far in phases. The power generated from wind farm is partially being used for captive purpose, while balance is being sold to the State electricity companies. Three projects of company are registered with UNFCC as CDM Projects.



Solar Power

The company has installed 5 MW solar power plant at Sarah Bhiyanimani , Gajner , Distt . Bikaner. This plant was commissioned in Dec 2014 and total power generated from the plant is sold to DISCOM.

Environment Management

Continuous efforts are made towards improving the environment. All effluents are continuously monitored and controlled.

Quality Policy

RSMML is uncompromising on quality. It believes in long terms relations and works hand to hand with the customer to ensure that he gets the best service possible. The Company has adapted a quality policy to standardize its products as well as day to day functions.



Section - I

Interpretation & Definition

- 1.1 In this document unless otherwise stated:
- (i) the heading and paragraphs numbering are for convenience only and shall be ignored in construing the agreement.
 - (ii) the singular includes plural and vice versa.
 - (iii) references to natural persons include bodies corporate and partnerships;
 - (iv) references to any enactment, ordinance or regulation and rules & procedures made therein include any amendment thereof or any replacement in whole or in part;
 - (v) references to Articles, Clauses and Schedules are, unless the context otherwise requires references to Articles of, Clauses of and Schedules to this document;

- 1.2 The following expressions used herein and elsewhere in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent;

“Agreement or Contract” shall mean an agreement between PMC and owner for performing the work as defined in the tender document.

“Company/RSMML/Client/Owner” means the Rajasthan State Mines & Minerals Limited having its registered offices at 89-90, Jan path, Lal Kothi, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) and includes its successor+ shall mean the Managing Director of the RSMM Ltd. or his successor in office as designated by the Company.

“Completion Certificate” shall mean the certificate to be issued by Group General Manager (Projects) when the contract of the turnkey contractor has been closed in all respect.

“Completion Period” shall mean the time permitted for completion of the entire Scope of Workq herein Specified in the required standard and to the complete satisfaction of the Owner.

“Contract Document” shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments, modifications to the contract document, or its constituent document,

“Effective Date” means the date of Issuance of Letter of Acceptance.

“Group General Manager (Projects)” shall mean the Group General Manager of Project Division of RSMML or his successor in office.

“Group General Manager (Phosphate)” shall mean the Group General Manager of Phosphate Division of RSMML or his successor in Office.



“**LOA**” means the letter/ Fax of acceptance issued by owner conveying its acceptance of bid to successful bidder.

“**Month**” shall mean a period of thirty (30) days.

“**Owner’s Representative/ Engineer In-charge**” shall mean the individual so designated in writing by the Owner to Consultant to be the Owner’s representative and authorized to make day-to-day decisions. For purpose of this contract all communications addressed to the Owner’s representative and delivered shall be deemed to have been received by the Owner.

“**Project Management Consultant/ Consultant**” shall mean the person or persons, firm or company whose tender has been accepted by the owner and shall include the consultants legal representative, his successors, executors, permitted assignees with whom the Owner shall enter into contract agreement for providing project management consultancy services for the installation of crushing plant.

“**Project Manager**” shall mean the individual so designated in writing by Consultant to the Owner to be the Consultant representative and authorized to make day to day decision. For the purpose of this Contract all communications addressed and delivered to the Project Manager shall be deemed to have been received by Consultant.

“**Project Site**” means the Jhamarkotra Mines area.

“**Project**” shall mean activities required for the construction of composite earthen tailing dam at RSMML’s Phosphate Division, Jhamarkotra Mines, Distt.- Udaipur, Rajasthan.

“**Specification**” means and shall include the details, designs, drawings, statements of technical data, equipment characteristics, physical or chemical properties & radiation properties and all such particulars and documents mentioned in the tender document.

“**Tender/Bid**” shall mean the tender/ bid submitted by the bidder/ tenderer for consideration & acceptance by the Company.

“**Tenderer/Bidder**” shall mean the person, firm or Company/ Corporation submitting a tender/ bid against the Invitation For Tender/ Bid shall include his/its/their heirs, executors, administrators, legal representatives, successors etc.

“**Work**” shall mean all the work to be done by and obligation to be undertaken by Consultant pursuant to this Contract.



Section – II

SITE /PROJECT DESCRIPTION

RSMML is operating 3000 TPD beneficiation plant at Jhamarkotra Mines since 2001 for upgrading low grade rock phosphate to high grade. Tailing in the form of slurry coming out of its operation is being disposed of in tailing dam. Company is intending to construct the new tailing dam for disposal of tailing looking to the utilization of present tailing dam to its optimum capacity.

RSMML now invites bids in two parts (Techno-commercial: Part-I and Price: Part-II) from reputed and competent Indian agencies for rendering consultancy services. The consultant must possess adequate experience in jobs of similar nature along with sound technical and financial capabilities. *The work will be awarded on 'single point responsibility of the bidder only' basis.*

Broad Scope

Survey work, contour survey of site, design of earthen tailing dam and allied drainage system, preparation of bid documents for award of work on item rate basis, tendering for selection of item rate contractor, review of bids submitted for finalization of contract etc for raising height of the existing tailing dam so as to accommodate optimum quantity of tailing waste to be discharged from our existing Industrial Beneficiation Plant. The consultancy work comprises mainly, but not limited to the following works:-

- (i) Detailed survey of the specified approximately 1 sq.km area, detailed contour survey at interval of 1m, contour plan on scale 1:20000 RF, geo-technical & hydrological investigations.
- (ii) Indicating design & Engineering, preparation of drawings and preparation of tender document for raising height of the existing tailing dam. Preparation of tender document is in the scope of consultant.
- (iii) Assist RSMML officials to finalize successful tenderer for raising height of the existing tailing dam on item rate basis.
- (iv) Supervising work of Items Rate Contractor on behalf of Owner.

Estimated period : **13 months** from the date of issuance of Lol,
: 2 months for DPR & tender document preparation for construction
: 2 months for construction work tendering process
: 9 months for dam construction work

Location, Accessibility & Infrastructure Jhamarkotra Rock-phosphate Mines:

Jhamarkotra rock phosphate deposit is located about 26 km south-east of the Udaipur city in the State of Rajasthan. The deposit falls under Survey of India topo-sheet no: 45th / 15 between latitude 24°27'30" to 24°29'30" and longitudes between 73°49' and 73°52'. It is connected with Udaipur by all weather road. The Udaipur Ahmedabad meter gauge section of the western railway passes at a distance of 8 to 10 km from the deposit. The



nearest railway station, Kharva Chansda is located about 10 km south-west of the deposit, whereas another station Umra is located about 15 km north-west of the deposit. The city of Udaipur is located in between Mumbai and Delhi and is accessible through airways also.

Topography, Drainage and Climate of Jhamarkotra Rock-phosphate Mines:

The area forms the trough shaped structural basis surrounded by high hills. The maximum hill height is about 602 meters above mean sea level, whereas the trough containing the deposit is at a height of 480 to 600 meters.

The tributaries of the Jhamri River, which flows to the south of the deposit forms the main drainage pattern of the Jhamarkotra area.

The area falls under semi-arid, sub-tropical climate. The average rain fall of region ranges from 650 to 700 mm, most of which falls during the period from July to September. The daily mean temperature range from 15°C in January to 32°C in May. The maximum temperature in summer shoots up to 46°C, whereas the minimum temperature in winter recorded is below 1°C.

Site Conditions

The Bidder shall satisfy himself of the site conditions. The bidder shall apprise himself of the procedure for engagement of labour, acquainted himself of Government taxes, laws, structure regulations, levies and other charges relating to work at site and shall collect any other information, which may be required before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.



Section – III

INSTRUCTIONS TO BIDDERS

- 3.1** Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender document. Tender fees and processing fees will not be refunded in any case.
- 3.2** The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document, e-Tendering processing fee and earnest money.
- 3.3** All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 3.4** A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 3.5** The DD towards the cost of tender document fees, Earnest Money Deposit and processing fees along with original affidavits as per Annexure-I & II of tender document should be kept in a sealed envelope addressed to Group General Manager (Projects), RSMML, Corporate Office, 4, Meera Marg, Udaipur-313 004. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Projects), RSMML, Corporate Office, Udaipur on or before the on line submission date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.
- 3.6** The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- 3.7** The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedule of rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from



executing the work comprised in the contract at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, nature and conditions of rock and soil, 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

- 3.8** The Contractor shall be required to comply with provisions of Contract Labour (Regulation and Abolition) Rules 1971 and Contract Labour (Regulation and Abolition) Act, 1970 and amended thereof and of any other applicable Acts. The Contractor shall collect detailed information in this regard at his end.
- 3.9** The Contractor shall fully acquaint himself/ itself with the prevailing Industrial Environment for working in Rajasthan.
- 3.10** All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

Tender Procedure

- 3.11** e-Tender portal <https://eproc.raajasthan.gov.in> shall be used for all procedure related to the bidding.
- 3.12** The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- 3.13** The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 3.14** It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- 3.15** The Technical Bid document and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- 3.16** The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.



- 3.17** The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

Tender Document Fee

- 3.18** The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of cash/DD in favour of RSMML payable at Udaipur.

3.19 e-Tendering processing charges

For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISE" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of Group General Manager (projects), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313004 on or before the date and time of submission of the Tender.

The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.

If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date and time of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

- 3.20** Each bidder shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited owner.

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- 3.22** All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.

- 3.23** Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.



- 3.24** Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.25** Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.26** The Company takes no responsibility for delay, loss or non-receipt of documents sent through post/courier service. Offers through post/Telegraph/Fax/E-mail/Telex shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.27** In case an intending tenderer require any clarification in connection with, or any point covered by the tender documents, or as to any matter or work 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 before the date of Pre-bid meeting. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents have been issued by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.28** The Company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.29** Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/ CORRIGENDA

- 3.30** Addenda/Corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.31** 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/uploaded along with the bid.

CURRENCIES OF THE BID AND PAYMENT

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



SUBMISSION OF TENDERS

- 3.33** The tenders shall be submitted online as prescribed above in the tender document. The techno-commercial Bid should contain the following:
- i) Complete tender document as issued by Company digitally signed by the tenderer/authorised representative of the tenderer.
 - ii) Duly filled form A & B.
 - iii) Details of in-house facilities (Form-C).
 - iv) Details of Earnest Money Deposit.
 - v) Power of Attorney in favour of the authorised representative signing the tender, as required.
 - vi) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
 - vii) Collaboration agreement, if any.
 - viii) Copy of PAN No.
 - ix) Copy of GSTIN
 - x) Attested copy of the Audited Balance Sheet and Profit & Loss account for the Financial Years prescribed in the tender conditions in support of the turnover.
 - xi) Certified copy of documents in support of work experience like work orders, work completion certificates etc.(Form-D)
 - xii) Provident Fund Account Number of establishment and its effective date/undertaking as per enclosed format.
 - xiii) Information regarding skill & experience of supervisory staff and the site organisation, giving details of field management which the tenderer proposes to have for this work.
 - xiv) Information regarding experience of tenderer's civil engineers (at least one) in design of hydraulic structure.
 - xv) Information about survey team.
 - xvi) The tenderer should not put any counter condition. Should it become unavoidable then such exception / deviation to tender conditions be given in a separate sheet, in Form-E as provided in the tender document.
 - xvii) Undertaking/Declaration/compliance as per annexure-I to VII of tender document.

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



3.35 PART-II Price Bid' (BOQ)

- (a) The Price Bid shall be submitted online through <https://eproc.rajasthan.gov.in> in the prescribed format. The tenderer is to quote the rate in the prescribed forms BOQ-1 online only; otherwise the bid will be rejected.
- (b) The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC before uploading. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected. The Prices quoted shall be only in Indian Paise only. The tender is liable for rejection if Price Bid contains conditional offers
- (c) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and required to be executed as per site requirement and for successful execution of contract in totality.
- (d) The contract rates shall be on 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation.
- (e) The rates quoted will be inclusive of all levies & duties except GST as applicable on this contract (up to the last date of submission of bids).

DEADLINE FOR SUBMISSION OF BIDS

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

- 3.38** Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Form-E. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.
- 3.39** The Company reserves the right to summarily reject such conditional bids or evaluate such bids, after loading financial implications (i.e. by adding the cost of such deviations as determined by the company) due to these exception /deviation, at its sole discretion. If the bidder has taken the deviations of the nature for which



financial loading is not possible/difficult then RSMML may reject the offer at its sole discretion.

Bidder Eligibility & Pre-Qualifications:

- 3.40** The bids shall be pre-qualified on the basis of following criteria:-
- (i) The bidder should have full time qualified civil engineers (at least one) having experience in design of hydraulic structure for not less than five years. The bidder should also have own/ associated survey team with experience and expertise in similar nature of work.
 - (iii) The consultant should have annual turnover of Rs. 6 lac or more in any of the preceding financial years 2014-15, 2015-16 and 2016-17 in its own name.

VALIDITY

- 3.41** Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days, from the date of opening of tender (Part-I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the said period of 120 days or in agreed extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited and tender will not be considered for further evaluation.
- 3.42** In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

PRE-BID MEETING

- 3.43** RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the bidders in this document. The meeting will be held on 27.04.2018 at 11 AM. The venue of the meeting will be RSMML's Corporate Office, Udaipur. The bidders are required to send their queries, if any, at least 7 (Seven) days before the pre-bid meeting. The queries should be addressed to Group General Manager (Projects), Udaipur. The participation in meeting is not mandatory.

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 3.44** Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) has been properly signed;
 - ii) is accompanied by the required securities; and
 - iii) is substantially responsive to the requirements of the Bidding documents.



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

OPENING OF THE TENDER

- 3.46** The Techno-Commercial part of the offer will be opened in the office of the Group General Manager (Projects), Corporate Office, 4 Meera Marg, RSMML, Udaipur . 313 004, Rajasthan.
- 3.47** If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day on same time.

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.48** The techno-commercial bids of substantially responsive tenderer~~s~~ will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.49** The tenderer shall be prepared to furnish clarification/information and attend meetings/discussions as required by the company from time to time.

CORRECTION OF ERRORS

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



3.52 DETERMINATION OF THE LOWEST BIDDER

The Part-II of bid i.e. Price Bid of the short-listed bidders shall be evaluated for deciding the lowest tenderer as per the procedure prescribed in Clause 4.6 of the tender document.

NEGOTIATION

3.53 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

3.54 In the case, when the offer given by the tenderer during negotiations is higher than the original offer of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.

3.55 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.

PROCESS TO BE CONFIDENTIAL

3.56 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed (subject to provisions of right to information act, 2005) to the bidders or any other person. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

3.57 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

3.58 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed Letter of Acceptance ") will state the sum unit / Rate that the Company will pay to the Contractor in consideration of the execution and completion of the work awarded as prescribed in the Contract.

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

INTERFERENCE WITH PROCUREMENT PROCESS

3.63 In case the tenderer

- i) Withdraws from the procurement process after opening of financial bids;



- ii) Withdraws from the procurement process after being declared the successful bidder
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground, shall, in addition to the recourse available in the bidding documents or the contract be punished under RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of contract, whichever is less.

SIGNING OF THE CONTRACT AGREEMENT

3.64 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 60 days from the date of intimation regarding acceptance of tender (LOA/ DLOA). The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

3.65 The contract agreement shall consist of .

- i) An agreement on non-judicial stamp paper of appropriate value.
- ii) Tender document along with the addend/corrigenda, if any.
- iii) Letter of Acceptance & Detailed Letter of Acceptance.
- iv) Agreed Variation, if any,
- v) Techno-commercial offer.
- vi) Any other document as mutually agreed.

RIGHTS OF COMPANY

3.66 The Company reserves the right -

- i) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) Not to carry out any part of work.
- iv) To reject the offer, if it is established that the tenderer has submitted any wrong/misleading information or forged documents along with offer or thereafter.

REFUSAL / FAILURE

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



Section –IV

DETAILED SCOPE OF WORK:

- 4.1 GENERAL** – A well designed Tailing Dam was constructed near Base Camp, Jamarkotra in the year 2003 to meet tailing disposal requirements of Industrial Beneficiation Plant of RSMML and it is in use since then. The tailings in it are discharged through a 200 mm dia pipe. Infiltrate water having acidic contents is pumped back for treatment and reuse. This tailing dam became full to its useful capacity in the year 2012. In order to enhance its capacity, a project was undertaken through which effective height for storage increased by 5m. While increasing the height, suitable arrangements were made for filtration of water along with sedimentation tanks, sump well, pump house etc to facilitate recovery, treatment and reuse of water. At present, the tailing dam is almost full up to its increased height and option of another height raising is under consideration.

The broad scope of activities to be carried out by the contractor is enumerated in the following clauses which is only indicative and any other activities which are not specifically mentioned herein or elsewhere in the document but required for completion of assignments, is deemed to have been included in the scope of work. The length, height, size, etc. mentioned in project components is for initial guidance and may vary as per detailed design calculations.

- 4.2 LOCATION OF THE PROPOSED SITE** - Tailing dam under consideration falls under Survey of India G.T. sheet no. 45H/15 and Co-ordinates are about 24° 29' N latitude and 73°52' E longitude. The dam is situated in eastern side of Jhamarkotra mines area behind Base Camp locality.
- 4.3 PROPOSAL** – At present, tailing generated from our IBP is being discarded in aforementioned tailing dam. This tailing dam has achieved its full storage capacity and its storage capacity is needed to be increased by constructing an embankment of 5m height, along upstream side of existing alignment of dam structure and on top of so far filled tailing. It is proposed to construct embankment by excavating impounded tailing from upstream side of proposed embankment and using the same as embankment material as much as possible.
- 4.4 PRESENT SCENARIO OF SITE** - Access to the dam area is through an approach road (gravel road) which bifurcates towards left from Udaipur-Jagat B.T. road just beyond diversion for Jhamarkotra mines (Main Naka) while going from Udaipur. The distance of bifurcation point from Udaipur is at about 26 km. and length of approach road is about 1 km.

T.B.L. (Top Bank Level) of existing tailing dam is at R.L. 546.00 meters and at present top level of impounded tailing has reached to its full capacity. The top surface of filled tailing is having a gradual downward slope towards north-east as it is discharged through pipe outlets at the south-west side. At present, top levels of filled tailing vary



from R.L. 546.00 near tailing discharge point to 544.50 m near infiltration well. Moreover, very dense vegetation of thorny bushes have grown on tailing surface over where embankment is proposed to construct, as well as from where tailing is to be lifted for using the same in constructing embankment.

4.5 SCOPE OF WORK - Following activities shall fall under the scope of this contract:

➤ **ASSIGNMENT-A**

- i. Preparation and submission of Detailed Project Report. DPR for raising height of Existing Tailing Dam by upstream embankment construction method using tailing including required allied works like provisions for water filtration either by installing new infiltration wells with barrel or by modifying the existing setup of infiltration well/s & downstream seepage water disposal system, rain water diversion drains along upstream periphery etc.

The DPR should have following contents in distinct:

- a. All type of data and information (may be in the form of worksheets, maps/plans/photographs and test reports etc.) related to site (site plan etc.), site survey (topographical survey etc), site exploration (geological, geotechnical, hydrological etc.), material testing, assessment of additional pondage capacity that shall develop after completion of project and interpretation of these assessments in reference of this project.
- b. Recommendations to use already deposited tailing as major composition in construction of embankments.
- c. Design showing typical section/s and material composition/s (with detailed calculation) of embankment and all allied components like waste rock stability buttress, addition or modification in existing rain water diversion drains along upstream periphery, infiltration wells with barrel & approach, sedimentation tanks, detention tank, distribution chambers and connecting pipelines, pump house and store along with required suction and delivery pipeline network etc.
- d. Detailed Estimates i.e. Bill of Quantity and Abstract of Cost with reference to latest governing schedule of rates and prevailing rates.
- e. Specifications of material required for construction work.
- f. Assessment of time period required for completion of works (with activity wise break up)
- g. Methodology and procedure to be adopted for construction works.
- h. Schedule of quality control activities for ensuring good quality of construction at site.
- i. List of standard references recommended to follow, like Indian Standard codes etc.
- j. Checklist for taking over of completed construction work; comprising of different items deemed to be examined/ inspected before accepting the construction work as complete.
- k. Any other information or fact deemed to be included in relevant part of Detailed Project Report.



- ii. Exploration of nearby borrow pit from where the soil/rock required for earthwork in embankment (as a secondary material required for achieving desired stability) or waste rock stability buttress (if required) shall be lifted.
- iii. Preparation of Draft of tender document with consultation of our Project Department. For broad guideline, DFA should contain the following:
 - a. Notice Inviting Bid
 - b. Prequalification Criteria (Technical as well as Financial)
 - c. Definitions
 - d. General Conditions of Contract including details of Bid security, Security Deposit, Defect Liability Period, Contractual obligations, safety and security at site etc.
 - e. Special Conditions of Contract including Scope of work, contract period, escalation of rates, technical specifications, payment schedule and compensation Clauses etc.
 - f. Abstract of Cost for Raising height of existing Tailing Dam
 - g. Any other information or conditions deemed to be a part of tender document.
- iv. Get acknowledged the RSMML officials with a list of prospective bidders for such work. Consultant may be asked for joint visits of works recently completed by prospective bidders or at running sites of prospective bidders.
- v. Assisting RSMML officials in technical evaluation of bids received against NIT.
- vi. In case negotiation is required to be done with the bidders, if required, consultant has to assist RSMML officials in negotiations.
- vii. Preparation of Draft for Agreement to be made between RSMML and Contractor.

➤ **ASSIGNMENT-B**

- i. Checking of layout of various components of project at site in conformation with that of proposal.
- ii. Supervision and quality control of entire construction. Consultant has to deploy at least one civil engineer on full time basis exclusively for this project; upto completion of project.
- iii. Providing of any information in context with the project at any instant of time as desired by Officer-in-charge.
- iv. Recording of joint measurements of work and verification of bills submitted by the contractor.
- v. Assessment of item rates (in consultation with RSMML officials) of unforeseen works/items that may be required to execute at site as per project requirement.
- vi. Assessment of any deviation (in terms of specifications of item, project cost or completion time) and submission to RSMML officials with proper justification for seeking administrative approval or financial concurrence.
- vii. Submission of site plan as built drawings (architectural as well as structural) in hard copy as well as in soft copy after completion of project as desired by Officer-in-charge.
- viii. Issuance of Certificate for final completion of project along with duly filled & verified checklist conforming to clause 4.5 Assignment-A (i) (j) duly endorsed by Officer-in-charge.
- ix. Assessment and reporting of work performance and submission of list of defects (if any) required to repair/rectify by the contractor under defect liability period and



issuance of satisfactory completion of DLP under endorsement of Officer in charge for refund of SD.

- Any other activities which are not specifically mentioned herein or elsewhere in the document but required for completion of assignments, is deemed to have been included in the scope of work.

4.6 DETERMINATION OF THE LOWEST BIDDER:

Lump sum rate for Assignment-A and % age of construction contract value for Assignment-B will be quoted by the bidders. Based on the quoted %age rate for Assignment-B, value of Assignment-B will be calculated on the notional figure of Rs 420 lac. This value will then be added to the quoted lump sum rate for Assignment-A and total amount will be arrived at. The L1 bidder will be determined on basis of such total amount.

S. No.	Description of work	Basis	Amount		Total amount
			In Figures	In words	
1	Assignment -A Consultancy Services for Design, Survey, Detailed Project Report Preparation, Tender Document Preparation for creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam located near Base Camp at Jhamarkotra Mines, Distt.-Udaipur.	Lump sum			
2	Assignment -B Supervision of construction work for creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam.	% age of construction contract value assuming notional* figure of Rs 420 lac.			

***Notional figure is for the purpose of calculating lowest total amount and thereby determination of L1 bid.**

Total amount for L1 determination= (Assignment ~~A~~ rates) + (Assignment ~~B~~ rates in terms of %age of construction contract value)*Rs 420 lac



Section -V

Time Schedule

Completion Schedule & Compensation

- 5.1 Time is the essence of the contract & Consultant shall complete the Scope of work covered under the contract as per following schedule.

S. No	Activities	Period
1	Submission of DPR and preparation of tender document as explained in scope of work at (i) to (iii) under Assignment-A.	2 months to be reckoned from the date of Fax/Letter of acceptance of offer.
	Assistance in tendering process as explained in scope of work at (iii) to (viii) under Assignment-A.	2 months to be reckoned from submission and acceptance of DPR & tender document.
2	Supervision work as per Assignment-B	9 months approximately during construction of dam

- 5.2 Consultant will furnish within one month from the date of Letter of Acceptance, a time bound programme of work . month wise for the preparation and completion of the project for acceptance by the Owner. This shall become the basis for assessing the actual progress of work.
- 5.3 The bidder will however furnish the proposed PERT chart indicating all major activities.

Extension of Time

- 5.4 Failure or delay by the Company due to any reason whatsoever shall in no way affect or vitiate the contract or alter the character, thereof or entitle the Consultant to damages or compensation thereof provided that the Company may extend the time for completion of the work by such period as it consider necessary or proper.
- 5.5 If the Consultant desires an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or the work has been materially increased by the Company or the other such ground, he shall apply in writing to the Owner's Representative within ten days of the date of occurrence of event on account on which he desires such extension as aforesaid, and the Engineer-in charge, shall, if in his opinion (which shall be final) reasonable grounds have been shown thereof, authorizes such extension of time as may be, in his opinion be necessary or proper. Wherever such extension is granted by the Owner's Representative, this would be without prejudice to the Company's right under this contract.

Compensation for Delayed completion

- 5.6
- i) For any delay in completion of the %Scope of Work, Assignment-A+ beyond the scheduled period specified in the Contract or partial fulfillment of obligations, consultant will pay to the owner by way of compensation a sum equivalent to half



percent of awarded value of assignment-A for every 15 days of delay subjected to maximum 5% of awarded value of Assignment-A.

- ii) For any delay in completion of construction work attributable to lack of supervision by consultant or due to any impractical/ hypothetical activity recommended by consultant and not to the construction contractor, the Consultant will pay to the Owner by way of compensation a sum equivalent to half percent of awarded value of Assignment-B for every 15 days of delay subject to a maximum of 5% of awarded value of Assignment-B. The compensation shall be realized by effecting a reduction in the contract price. The owner, prior to realization of compensation, shall extend an opportunity to the Consultant to present his case. The decision of MD, RSMML or his nominated representative will be final.

5.7 In case of unsatisfactory/ delayed progress of work, the owner may by giving two weeks notice to the Consultant, cancel the contract without prejudice to the Owner's rights contained in the contract to determine the contract and claim damages from the consultant.

5.8 The consultant shall not raise the question of proving actual loss suffered by the Owner consequent on the said delay in completion.



Section -VI

Remuneration

Fees:

- 6.1** Fee should be quoted in the format as per Annexure A appended hereto both in figures and in words. The quoted fee shall be all-inclusive except GST. The GST will initially be paid by the consultant who will be subsequently reimbursed by RSMML on availability of credit to RSMML. The quoted fee should remain firm, fixed & binding till the completion of entire scope of work. Owner will reimburse to consultant, the expenditure made towards all advertisement such as Notice Inviting Tender, etc for which modalities will be worked out.

Terms of Payment:

- 6.2** The consultant shall be paid progressively on completion of individual item/ services. Consultant shall raise invoices as per a schedule of payment described at 7.3.2. OWNER shall make payment within 30 days of receipt of invoice after deduction of necessary dues payable by the consultant to the owner in accordance with various provisions made elsewhere in the document.
- 6.3** The rates quoted by the consultant will be exclusive of Goods and Services Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (Upto last date of submission of bid.)
- 6.4** The rates quoted shall be on firm price basis during the pendency of the contract period and the consultant shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- 6.5** Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the consultant. The consultant 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 consultant or from any other amount due to him/ or from Security Deposit, as the case may be.
- 6.6** In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, consultant 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 consultant or any other amount due to him/ or from Security Deposit as the case may be.
- 6.7** Further, the consultant 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+.
- 6.8** In addition, a general undertaking shall also be furnished by the consultant 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.+.



6.9 The lump sum amount as quoted in Bid Response Sheet no.1& agreed by Owner shall be paid by OWNER on the following basis:

Advance:

6.9.1 5% (five Percent) of value of contract as an advance against submission of bank guarantee of equivalent amount on RSMML format valid for entire period of contract.

Engineering & Tendering Services:

6.9.2 For Assignment-A

- a) 25% on survey & geological testing work completion after adjustment of advance amount (if paid)
- b) 40% on submission of Detailed Project Report (inclusive of Design & cost estimation)
- c) 10 % on acceptance of Detailed Project Report
- d) 20% on item rate tender document submission.
- e) 5% on award of work to item rate contractor

For Assignment-B

Within 30 days of construction contractor's running bills acceptance.

Final Payment:

6.10 Whenever, in the opinion of the Owner's Representative the consultant has completely performed the contract on his part, the Owner's Representative will so certify in writing to the consultant.

6.11 The final payment to the consultant shall be made after accounting for all the previous payments/advances/adjustments of dues, proving always that consultant furnishes a No further claim . No dues certificate. The released of final payments does not relieve the consultant from his any other obligations as provided for in the contract.

6.12 The fee as stated in Bid Response Sheet no.1 is deemed to include all services to be rendered by the consultant for service provided for the project as enumerated in Section-IV & elsewhere in the document.

6.13 The fee as stated in Bid Response Sheet No.1 is inclusive of all and no escalation will be paid whatsoever. The fee will remain firm, fixed & binding during entire period of contract.

6.14 The fees payable to the Consultant shall be paid after deduction at source of all statutory deductions applicable like income-tax etc. at the applicable rates on the date of payment. No reimbursement of whatsoever nature in respect of tax deducted at source etc in the fees of the Consultant or on the income of the consultant staff shall be allowed and the consultant shall also be responsible to deduct and pay necessary income . tax to the income tax authorities in India in respect of income earned and or accrued and or derived by the consultant staff. The Goods & Services tax will initially



be paid by the consultant who will be subsequently reimbursed by RSMML after providing proof of submission of documents in behalf. The lump sum fee quoted should be exclusive of Goods & Services Tax (GST).

Recovery of Sums Due:

- 6.15** Whenever any claim against the consultant for payment of sum of money arises out of or under the contract Owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the consultant under this or any other contract or from Security Deposits with the owner. Should this sum be not sufficient to cover the recoverable amount, the consultant shall pay to the owner on demand the balance remaining due.



Section -VII

Securities

Earnest Money Deposit

- 7.1** The Bidder should deposit Rs. 48,000/- (Rs. Forty Eight thousand only) as Earnest Money Deposit (EMD) with the offer through a Demand Draft drawn in favor of M/s Rajasthan State Mines & Minerals Ltd. payable at Udaipur and send the same in advance so that same is received in office of Group General Manager (projects) before the last date and time of online submission of tender, failing which the bid is liable to be rejected. The Earnest Money furnished by the successful Bidder shall be refunded after the submission of Security Deposit.
- 7.2** Offers not accompanied with requisite EMD shall be summarily rejected.
- 7.3** The EMD shall be returned to the bidder,
- (i) whose bid has not accepted by the Owner.
 - (ii) whose bid has been accepted by Owner and Bank Guarantee towards Security-cum-Performance Deposit as per clauses of this chapter has also been received.
- 7.4** No interest payable on EMD. EMD is a non- interest bearing deposit.
- 7.5** EMD shall be forfeited in the following cases:
- (i) If the bidder withdraws or modifies the terms of offer after submission of the tender and/or modification of terms of offer or withdrawal of offer during the validity period.
 - (ii) If the successful bidder does not submit the prescribed Bank Guarantee/DD as security deposit within 30 days of the date of work order/LOA issued in favour of bidder.
 - (iii) If the successful bidder does not execute the agreement, in the prescribed form within 20-days of the date of work order/LOA issued in favour of bidder.
 - (iv) If it is established that the bidder has submitted any wrong information/ forged documents alongwith the tender or thereafter.
 - (v) If the successful bidder fails to convey the acceptance of order and/or does not commence work as per the provision of DLOA / tender.
- 7.6** In the event bidder, after the issue of communication of acceptance of his bid by the Owner, fails/refuses to execute the work as herein, the bidder shall be deemed to have abandoned the work/contract, & such an act shall amount to and be construed as the Consultants calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the bidder and in such an event the owner shall have full right to claim damages thereof in addition to the forfeiture of the EMD deposited in terms of this bid document.



Security Deposit-cum-Performance Guarantee

- 7.7** Consultant to furnish as security for the due, proper and faithful fulfillment of the obligations under the contract. In case any deficiency is found in Consultancy service or it does not conform to the Owner's requirement/specifications and/or does not meet the desired performance, the Consultant agrees to revise, modify, rectify or replace, as the case may be, in a manner suggested by the Owner to correct the deficiency at the Consultancy own expense within a minimum time to be specified by the Owner.
- 7.8** The consultant will furnish within 30 days of date of LOA to the Owner the Security Deposit equal to 10% of contract value in the form of Bank Guarantee in the Proforma (to be prescribed by us) from any/all public sector bank(except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under stamp act prevailing in the state of Rajasthan on the date of issuance of BG having its branch at Udaipur. In case the extension of the Bank Guarantee is required the Consultant shall provide the same. No interest is payable on the security deposit.
- 7.9** The Owner shall be at liberty without any notice or reference to the Consultant to realize and enforce payment of the Security Deposit-cum-Performance Guarantee for non-fulfillment and/ or unsatisfactory performance of the contract.
- 7.10** The Bank Guarantee shall remain binding notwithstanding such variations, alterations or extensions of completion time as may be made, given, conceded or agreed to between the Consultant and the Owner under these general conditions or otherwise.
- 7.11** It is understood that the Security Deposit-cum-Performance Guarantee shall not bear any interest and the consultant shall have no claim for the interest on the Security Deposit-cum-performance Guarantee or may depreciation thereof.
- 7.12** The Bank Guarantee shall be released on application by consultant after the expiry of the said guarantee and after discharge of all obligations by the consultant under the contract.
- 7.13** The said Bank Guarantee shall not in any way be construed as a limitation of the consultant's responsibility or liabilities pertaining to his obligations and/or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the Owner in terms of the contract and/or the laws of the land.
- 7.14** Initially, the bidder has to deposit SD for Assignment 'A' valid upto successful completion of construction work, and on issuance of DLOA for construction contract, the bidder has to deposit separate SD for Assignment-B valid upto the date of successful completion of defect liability period (DLP) of construction work.



Section -VIII

Dispute Resolution, Force Majeure, Defaults & Termination

Dispute, Jurisdiction

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

Force Majeure

- 8.4 The contract shall be subject to standard force majeure clauses such as war, civil disturbances, strikes, epidemic, pestilence, earthquake, fire, flood, or any other act of God over which parties have no control or because of any law and order situation and/or proclamation or ordinance of either parties shall remain in suspense during that period but work will be resumed immediately after the cause/event aforesaid has ceased or otherwise deemed to have been determined.
- 8.5 Provided a notice is given in writing by the party affected within 7 days of the happening of the event mentioning the circumstances constituting force majeure. Should one or both parties be prevented from fulfilling their contractual obligations due to the state of force majeure lasting for a continuous period of thirty days, the two parties shall by mutual consultation decide about the further implementation of the contract, and in the event of the non agreement in this regard, the company reserves the right to determine the contract.

Termination

- 8.6 Owner may at any time for valid reasons, or if consultant makes any default on his part under the provision of this contract and such default continue un-re-modified for a period of thirty days, terminate this contract by giving notice of 15 days to the Consultant. The Owner shall not be liable for payment of any compensation on any account to the Consultant.
- 8.7 The Consultant may terminate this contract by giving an advance notice of 15 days to the Owner, if the Owner makes any default as per the terms of this contract on his part & defect is un-re-modified for a period of 30 days.
- 8.8 In any event of premature termination as per clause 9.6, the Owner may get the whole or residual part of the execution done other agencies at the risk and cost of the consultant.
- 8.9 In case of premature termination of the contract, the Security Deposit will be forfeited and the Owner will be at liberty to recover the loss suffered by it from the Consultant provided, however, the reason of termination are attributable to the Consultant.



Section -IX

General Conditions

Standard of Performance

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

Conflict of interests

Consultant not to benefit from commissions discount, etc.

- 9.2 The remuneration of the consultant pursuant to Section VII hereof shall constitute the consultant sole remuneration in connection with this contract or the service, the consultant shall not accept for pursuance to this contract or to the service or in the discharge of their obligation hereunder and the consultant shall use its best effort to ensure that any sub- consultants as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Consultant and Affiliates not to be otherwise interested in project.

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

Prohibition of conflicting activities

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

Confidentiality

- 9.5 The consultant and the personnel of either of them shall not, either during the term or within 2 years after the expiration of this contract, disclose any proprietary or confidential information relating to the services, this contract or the clients business or operations without the prior written consent of the client.

Indemnification of the client by the consultant

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



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

Insurance to be taken out by Consultant

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

Document prepared by the consultant to be the property of the client

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

Equipment and material furnished by the client

- 9.9 Equipment and materials made available to the consultants by the client, or purchased by the consultants with funds provided by the client, shall be the property of the client and shall be marked accordingly. Upon termination or expiration of this contract, the consultants shall make available to the client an inventory of such equipment & material and shall dispose of such equipment & materials in accordance with the Client's instructions.

Personnel

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

Good faith

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



Operation of the Contract

- 9.12** The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention to the interest of either of them and that, if during the term of this contract either party believes that this contract is operating unfairly the parties will use their best efforts to agree on such action as may be necessary to remove the causes of such unfairness.
- 9.13** The Owner shall have, at all time access to the relevant personnel, documents. Information any other works in the various offices of the Consultant.

Waiver

- 9.14** In any case in which any of the powers conferred upon the Owner shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any further case of default by the Consultant.

Legal & Statutory Obligations

- 9.15** The consultant shall perform & be responsible for getting compliance from the contractor of the contract work in accordance with all applicable codes, statutory regulations and established practices. It is agreed and understood by and between the parties hereto that the consultant & contractor shall comply with applicable laws, rules and regulations and bylaws whether now in force or which may hereinafter come in force during the currency of the contract and/or extension thereof.
- 9.16** The consultant shall perform & responsible for getting compliance from the contractor of the contract work of the provisions of the rules framed their under, Employees State Insurance Act, Workmen's Compensation Act, 1923; Employees Provident Fund and Miscellaneous Provisions Act, 1952; Contract Labour (Regulation & Abolition) Act, 1970; Industrial Dispute Act, 1948; Fatal Accident Act, 1955; Industrial Employment (Standing Order) Act; compulsory notification of vacancies (Employment Exchange), Act, Payment of Bonus Act or any other allied Central or State Govt. rules, regulations and schemes made there under. In case of non-fulfillment of any such obligations, the contract will be liable for termination at 15 days notice given by the Company without prejudice or any of the other rights of the company under this contract.

Indemnity

- 9.17** The consultant shall always indemnify the Company and its representative against all the claims and liabilities for or in respect of all or any claim etc. of engineers, workers, labourers and staff employed and/or engaged in respect of this contract under the aforesaid Acts, rules, regulations and schemes including statutory modifications thereof or otherwise for or in respect of any claims, damage, compensation, expenses etc, whatsoever payable in consequence of any loss, damage, accident or injury etc, sustained by any employee or any other third person



including the employees of the company. If at any time the company is required to make any payment/claim/compensation by virtue of any of the above Acts, etc., such payments shall be deemed to have been made on behalf of the Consultant and same shall be recovered from the consultant's bill(s) or from any sum(s) due to the consultant.

- 9.18** All sums payable by way of compensations under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Consultant to Be Liable For All Payment to His Worker/Employee

- 9.19** The consultant shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employee as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 9.20** The Consultant shall bear all liabilities for employee and labour employed or retained by him as regard to any compensation, litigation and any other action arising out of operation of this contract or at the termination of this contract.
- 9.21** The Company shall not pay any additional amount on any such account. The only remuneration payable to the consultant by the Company will be on the basis of accepted lump sum amount and work executed thereof.

Patent/Copy Right/Trade Mark

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

Jurisdiction

- 9.23** The court situated at Udaipur alone shall have the jurisdiction to hear and determine all actions & proceeding arising out of this contract.

Modification

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



Change in work

- 9.25** Owner shall have the right to request in writing changes in work. For each request for a change in work, PMC shall promptly inform Owner in writing whether this request fall within the provision of this clause. If this request does not fall under the provisions of this clause & PMC has to incur additional expenses, then PMC shall promptly submit a cost estimate and terms of payment for making the requested change together with the details of any variations required to be made to any of PMC's or owner's obligations.
- 9.26** Owner and PMC shall agree upon the basis and terms of the change in work in writing.
- 9.27** The following changes shall not be considered a change in the meeting of this clause.
- a) Change requested by Owner and accepted by PMC which do not involve any additional cost.
 - b) Change in PMC's work required on account of PMC not having included any item of equipment or work which in the opinion of owner/PMC is necessary for the normal, safe and continuous operation of the project.



Bid Response Sheet No.1

(To be filled in BOQ-1 on line)

SCHEDULE OF PRICE – I

Price Bid

Ref. No. : TENDER No. RSMM/CO/Proj/TD/18-19/22 Dated: 12.04.2018

Name of bidder:

(SCHEDULE OF LUMP SUM PRICE)

S. No.	Description of work	Basis	Amount		Total amount
			In Figures	In words	
1	Assignment -A Consultancy Services for Design, Survey, Detailed Project Report Preparation, Tender Document Preparation for creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam located near Base Camp at Jhamarkotra Mines, Distt.- Udaipur.	Lump sum			
2	Assignment -B Supervision of construction work for creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam.	% age of construction contract value assuming notional* figure of Rs 420 lac.			

***Notional figure is for the purpose of calculating lowest total amount and thereby determination of L1 bid.**

Note:-

1. The lump sum price shall include cost of all services included in the scope of works under the heading Assignment-A and other heads as stipulated in the tender documents, drawings, specifications and to complete the subject work, irrespective of whether all the activities are categorically listed out/brought out elsewhere or not. The supervision charges are to be quoted separately as per above format under Assignment-B.
2. The bidder is to note that Assignment-A is not an item rate contract. All activities which deemed to be performed, and executed by the Consultant as stipulated in the tender and its cost thereof should be covered suitably & appropriately assigned to various available heads & categories. Non-familiarity and non identification of any works will not be considered a reason either for extra claims or not carrying out the works in strict conformity as per specifications, scope of work, drawings, and instruction of owner's representative.
3. The lump sum price indicated above are inclusive of all applicable taxes, duties, levies, travelling, lodging, boarding, documentation, communication and site expenses etc. but exclusive of GST. The price will remain firm & fixed.



4. Total prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluating the bids.

Signature with seal of Bidder



LETTER OF SUBMISSION OF TENDER
(on letter head)

FROM:

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

**Sub: Consultancy service for height raising of the existing Tailing Dam at
 Jhamarkotra Rock-phosphate Mines of RSMML.**

Ref: RSMML/CO/Proj/TD/18-19/22 Dated: 12.04.2018

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our bid 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. 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 Earnest Money as per NIT in the form of DD in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

Details of DD:-----

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price bid and in case of any default thereof the company shall have the right to forfeit the EMD and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our bid and accordingly submitting all relevant documents related to fulfillment of pre-qualifying criteria.
10. We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _day of, __ 20ō .

Signature of tenderer(s)
 With the seal of the firm.

Witness Name in Block Letters: Full Address



TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES & MINERALS LTD
 (A Government of Rajasthan Enterprise)
PROJECTS DIVISION
 Corporate Office: 4, Meera Marg, Udaipur - 313 004, Rajasthan, INDIA
 URL: <http://www.rsmm.com>

General Information about the Tenderer

Name and address of Tenderer			
Name of Contact Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Owner/Partners/Directors			
Turnover (in Lac.Rupees)	14-15	15-16	16-17
Name & Address s of Banker(s)			
PAN No,			
GSTIN No.			
PF Account number			
If tenderer is in any other business also Please specify			
Others (specify)			

(Signature of Tenderer with seal)



DETAILS OF IN-HOUSE FACILITIES

Ref. No. : TENDER No. RSMM/Proj/TD/18-19/22

Dated: 12.04.2018

Name of Bidder _____

Details of in-house facilities:

- i) Design, drawing, engineering, Project Management, Scheduling & monitoring other related facilities.
- ii) In house computer facilities & its peripherals along with details of various software available like Computer Aided Design / CAM, Monitoring and Scheduling.
- iii) Accreditation of various certificate/ standards like ISO 9000 etc.
- iv) Availability of Testing and Inspection Facilities.
- v) Details of Registration with Financial Institutions and Banks.
- vi) Any other relevant facility, please specify.

Signature and seal of bidder



Rajasthan State Mines & Minerals Ltd.
(A Govt. of Rajasthan Enterprise)

Performa of past experience of Consultancy Services

Ref. No. : TENDER No. RSMM/CO/Proj/TD/18-19/22 Dated: 12.04.2018

Name of Tenderer _____

S. No.	Clients name & address	Brief description of project	Brief description of Consultancy job	Capacity of Plant	Total value of the project	Value of consultancy services	Value of EPC/Trunkey jobs finalized/awarded by the consultant	Date award of work consultancy	Date complication of consultancy	Present Status of the Project

NB. Please enclose copy of work orders, agreements, performance reports, and completion certificates from clients or any other authentication supporting documents for mentioned jobs in the table.



Exceptions & deviations**Ref. No. : TENDER No. RSMM/CO/Proj/TD/18-19/22 Dated: 12.04.2018****Name of Tenderer** _____

Tenderer may stipulate here exceptions deviations to tender document if considered unavoidable. Any deviations given elsewhere in the offer will not be considered.

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

Signature with seal of bidder

AFFADAVIT

(on non judicial stamp paper worth Rs100/-)

Affidavit for PF declaration in support of tender for those who do not have the PF registration no.

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

- 1) 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)/applicable on me and registration no. is-----.
- 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

(Authorised Signatory)

VERIFICATION

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

Deponent

(Authorised Signatory)

Note:
Original Notarized affidavit shall be sent to the office of Group General Manager (Projects), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fee, processing fee and EMD.



AFFADAVIT

(on non judicial stamp paper worth Rs100/-)

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

I.....S/o
Shri.....aged.....Years,

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

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

Signature of Tenderer(s)
(Authorized Signatory)
With Seal

Place:
Date:

Note:
Original Notarized affidavit shall be sent to the office of Group General Manager (Projects), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees & EMD.



Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD/payment of bills

Sl.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: α) Name β) Branch No. γ) Address	
5	Type of A/c : Saving / Current / CC/ any other	
6	IFSC code	

Name & Signature of Tenderer

with seal



**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013
Compliance with the Code of integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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.

Name & Signature of Tenderer

with seal



**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013**

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:



**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013**

The designation and address of the First Appellate Authority is .

Mines Department, Govt. of Rajasthan, Jaipur.

The designation and address of the Second Appellate Authority is .

Finance Department, Govt. of Rajasthan, Jaipur.

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- (a) determination of need of procumbent;
 - (b) provisions limiting participation of Bidders in the bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

Name & Signature of Tenderer

with seal

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

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

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

_____.(Supported by an affidavit)
7. Prayer: _____ .

_____ ..

Place _____ ..
Date _____ ..

Appellant's Signature

Additional Conditions of Contract

(i) 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:

- a. 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.
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

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

Name & Signature of Tenderer

with seal

ANNEXURE-VIII

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public sector bank(except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under stamp act prevailing in the state of Rajasthan on the date of issuance of BG)

B.G. No.-----

Dated -----

This Deed of Guarantee made between -----
Name of Public sector bank, ICICI Bank, HDFC Bank & Axis Bank, having its registered office at and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act-1956, having its registered office at C89/90 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 Office /HO) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no _____dated _____ issued in favour of the Contractor and agreement dated entered into between RSMML and M/s. _____(Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs _____(Rs.____) being equivalent to _____% of Contract value of Rs. _____

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

1. We, ____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure

to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or GM (Project) or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have exclusively jurisdiction only.

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 _____