



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

FOR

**“Diamond Core Drilling along with
Core Logging and Sampling in the
Rock Phosphate Deposit**

at

**Jhamarkotra,
District:Udaipur, State:Rajasthan”**

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-32/13-14 Dated 02.01.2014

Issued by

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

Cost of Non Transferable Tender Document (including VAT) : Rs 4560/-

Date of downloading of Tender : From 03.01.2014 to 04.02.2014. up to 1.00 pm

Last Date of Online Submission of Tender: 04.02.2014 upto 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 05.02.2014 at 3:30 PM

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
Fax :0294- 2428768,2428739

SBU & PC - Rock Phosphate,

Jhamarkotra Rock Phosphate Mines,
Post: Jhamarkotra - 313015, Udaipur
Phone: 0294-2342441-45
Fax: 0294-2342444

Section –I



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,
Phone : 0294-,2803519, 2428763-67, Fax: 0294-2428768,2428739

Ref. no :- RSMM/CO/ GGM(Cont)/Cont-32/13-14

Dated: 02.01.2014

Detailed e- NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:

Brief Description of work	Period of contract	Earnest Money (Rs)
“Diamond Core Drilling along with Core Logging and Sampling in the Rock Phosphate Deposit at Jhamarkotra, District: Udaipur, State: Rajasthan” (tentative total depth for drilling will be 11185 metres.	18 months	7.50 lakh
Cost of tender document is Rs.4560/- (inclusive of VAT), payable by D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of documents	From 03.01.2014 to 04.02.2014 up to 1.00 pm,	
Last Date & Time of online Submission of offer	Dated 04.02.2014 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 05.02.2014 at 3.30 pm at C. O. Udaipur	

The tenderer should fulfill following pre-qualifying criteria:-

- The tenderer should have minimum turnover of Rs. 187.50 Lacs in any one of the immediate four preceding financial years i.e.2009-10, 2010-11, 2011-12 & 2012-13 in its own name.
- Tenderer should have successfully executed & completed similar nature of works i.e. undertaken core drilling involving core drilling, core logging and core sampling for total 1000 mtrs of drilling in last four financial years i.e.2009-10, 2010-11, 2011-12 & 2012-13 in its own name.

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

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

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same if received at the office of undersigned on or before the time specified for online submission of

tender.

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

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

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

General Manager (Contracts)

Note: The tenderers are advised to keep visiting our website for extended due date of tender or for corrigendum/ addendum, if any, to the tender.

Section-II

DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE BIDDER

2.1 Definitions

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

- 2.1.1 **“Accredited Representative of Bidder”** means a person duly authorized by the bidder to receive information and instructions from the company for the project.
- 2.1.2 **“Agent”** shall mean the person designated for Jhamarkotra mines under applicable statutory provisions so notified by the company.
- 2.1.3 **“Agreement”** shall mean the Agreement executed between the RSMML and the selected bidder for carrying out Core Drilling, logging & sampling, etc. as per the scope of the work.
- 2.1.4 **“Alteration/ Variation Order/ Amendments”** means, any order/ amendments issued in writing by Group General Manager (Rock Phosphate)/ General Manager (Contracts) to the bidder from time to time to effect additions to, or deletions from and/or alteration to work as per Tender.
- 2.1.5 **“Approved”** shall mean approved in writing by Group General Manager (Rock Phosphate)/ General Manager (Contracts) or any other officer so designated by the Company
- 2.1.6 **“Appointing Authority”** shall mean the Managing Director of the company.
- 2.1.7 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.8 **“Bidder”** shall mean an entity, whose bid has been received by the company and shall include his/her/its/their legal representatives, administrations, successors and executors.
- 2.1.10 **“Companies Act”** shall mean the Companies Act, 1956 as amended from time to time or replaced by the similar legislation & shall include the rules & regulations made there-under.
- 2.1.11 **“Contractor”/ “Successful Bidder”** shall mean the bidder which has been selected as a result of the bidding process and with whom an Agreement is signed for conducting Core drilling and allied activities.
- 2.1.12 **“Detailed Letter of Acceptance (DLOA)”** shall mean intimation by a letter/ telegram/fax/e-mail to successful bidder /tenderer his/ its offer has been accepted, in accordance with the provision contained in the letter/fax..
- 2.1.13 **“GGM (Rock Phosphate)”** shall mean Group General Manager (Rock Phosphate), In-charge of RSMML’s SBU & PC (Rock Phosphate) or his successor in office so designated by the company.
- 2.1.14 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in office.
- 2.1.15 **“Mines”** shall mean Jhamarkotra Rock Phosphate mines at Udaipur.
- 2.1.16 **“Mines Manager”** shall mean the person appointed as Mines Manager of the Jhamarkotra Rock Phosphate mines.

- 2.1.17 **“Nodal Officer”** shall mean the officer of the Company specifically authorized for executing and enforcing the agreement on behalf of the Company.
- 2.1.18 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/ head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.1.19 **“Parties”** shall mean RSMML and Selected bidder collectively to carry out the core drilling work at Jhamarkotra Phosphate deposit.
- 2.1.20 **“Project”** shall mean Core drilling work at Jhamarkotra Rock Phosphate deposit site at Udaipur
- 2.1.21 **“Project Site”** shall mean the land including existing infrastructure at Jhamarkotra Phosphate mines of RSMML under one Lease.
- 2.1.22 **“RSMML” or “COMPANY” or “Management”** shall mean “ Rajasthan State Mines & Minerals Limited, having its registered office at C-89-90, Janpath, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contact.
- 2.1.23 **“Tender Document”** shall mean the document(s) issued by RSMML and the bidding company is submitting the duly filled in document for selection as the contractor for carrying out Core drilling operations.
- 2.1.24 **“SBU Rock Phosphate”** shall mean SBU – PC Rock Phosphate, a division/unit of RSMML having its office at Jhamarkotra Mines, Girwa Tehsil Udaipur.
- 2.1.25 **“Group General Manager (contract)/General Manager(Contract)”** shall mean General Manager (Contract Division), RSMML or his successors in office so designated by the company
- 2.1.26 **“Engineer in Charge** shall mean the officer of the Company designated and authorized in writing for execution of the core drilling work on behalf of the Company or his successor in office.

2.2 Interpretations

- 2.2.1 Wherever it is mentioned that the bidder shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/ or provided by the bidder and liability to the satisfaction of the company at the cost and consequences of the bidder as the work is on turnkey basis.
- 2.2.2 Several clauses and documents forming the tender are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the Tender or for any of the matter/s, the same shall be referred to in writing by the bidder to the Managing Director of the company whose interpretation/s, decision in writing shall be conclusive, final and binding on the bidder.
- 2.2.3 The works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- 2.2.4 All headings and marginal notes to the various clauses of the tender are solely for giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the tender.

- 2.2.5 In the Tender, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.6 General conditions of the tender shall be read in conjunction with the special conditions of tender, specification of work, drawings and any other documents forming part of this Tender wherever the context so requires.
- 2.2.7 Notwithstanding the sub-divisions/s of the various clauses of the tender into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the tender so far as it may be practicable to do so.
- 2.2.8 Where any portion of the General Conditions of the tender is repugnant to or at variance with any provisions of the Special Conditions of the tender, then, unless a different intention appears, the provisions of Special Conditions of the tender shall be deemed to over ride the provision of the General Conditions of the tender and shall to the extent of such repugnancy or variations, prevail.
- 2.2.9 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and codes, referred to in the tender and the additional requirements, if any, shall also be satisfied by the bidder.
- 2.2.10 No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the tender or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.11 No amendments to the Tender shall be valid unless specifically made as an amendment in writing and signed by the authorized representative of the parties, to the Tender.

2.3 Declaration by the Bidder

The bidder has to declare the following on its letter head, under his signatures and seal:

- 2.3.1 We do hereby confirm and declare that we have independently inspected Rock phosphate mine area, ascertained and obtained all relevant and necessary information, data, particulars etc.
- 2.3.2 We have ascertained the location and situation of mine area, the specified areas where we would be required to undertake the drilling work.
- 2.3.3 We have assessed and satisfied our self as to the nature, condition, quantum, extent, and scope of the work, involved in the tender, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement etc. and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.
- 2.3.4 We have read & hereby accept our role, responsibility & obligations under the Bid Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.

Signature of Bidder with Seal

SECTION-III

INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

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

labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

- x. Before submitting a bid, the bidder shall be deemed to have satisfied himself of all conditions liable to be encountered, in the course of fulfilling the obligation and the rates quoted in the offer, are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental to discharge of the tender obligations. No additional payment will be admissible on such accounts whatsoever.

3.2 Tender Procedure

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

3.3 Tender Document Fee

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of

tender, their bid is liable for rejection.

3.5 One Bid per Tenderer

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

3.6 Cost of Bidding

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.

3.7 General Instructions for filling the Tender

- i. 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.
- ii. 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.
- iii. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- iv. 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.
- v. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

3.8 Clarifications of Contents of Tender Document

- i. Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- ii. The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- iii. 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 entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

3.9 Addenda/Corrigenda

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

3.10 Currencies of the Bid and Payment

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

3.11 Submission of Tenders

The tenders shall be submitted online as prescribed above in the tender document. The **“Techno – commercial Bid”** should contain the following:

- i) Methodology proposed to be adopted by the bidder:
 - (a) For carrying out about 11185 meters of core drilling.
 - (b) For Logging and Sampling for core & sludge including preservation methodology during the drilling operations.
 - (c) For Bore Hole Deviation Survey
- ii) Type of equipment & Machines proposed to be deployed by the bidder for executing the scope of work as specified in the tender document.
- iii) Proposed Site Organization including the details of technical staff.
- iv) Any other detail(s) which the tenderer feels will be useful.
- v) Complete set of Bid Document (Original Copy) as issued and duly filled in and signed with company seal on each page by the bidder as a token of acceptance of terms and conditions of this bid.
- vi) Declarations as mentioned vide clause 2.3 of tender document.
- vii) In case bidder makes an arrangement of Bore Hole Deviation Survey with outsourced agency or agencies, then the bidder shall submit the documents in support of the technical competence and practical experience of the outsourced agency..
- viii) Duly filled annexure of tender document

3.12 Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of the details prescribed above in 3.11 and any declaration given by the tenderer without requisite supporting documents will not be considered. It may be noted that the bid shall be examined on the basis of information prescribed under 3.11 and requisite documents uploaded by the bidder.. The authorised signatory of the tenderer should put his signature and stamp with date on each page of the Techno-commercial bid. A tender shall be liable for rejection if:

- a. the required attested documents/attested copies of documents are not submitted/uploaded by the bidder along with the techno-commercial bid
- b. it is established that the bidder has submitted any wrong or misleading information or forged documents along with the bid or thereafter.

3.13 PART-II Price Bid' (BOQ)

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ Excel format. The tenderer should carefully read the instructions mentioned in the Proforma at Form-4 before quoting the price offer.
- (b) The rates are to be quoted in Indian Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

3.14 Deadline for Submission of Bids

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

3.15 Late Bids/Delayed Bid

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

3.16 Opening of the Tender

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

3.17 Exceptions And Deviation

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 5. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

3.18 Earnest Money

The tenderer must pay Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of "RSMML" and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenderer whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA/DLOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit as per provision of tender document and/or fails to commence the work within stipulated period.

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

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of LOA/DLOA issued in favour of tenderer.
- iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of LOA/DLOA issued in favour of tenderer.

- iv If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

3.20 Validity

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

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

3.21 Evaluation of Bids and Determination of Responsiveness

Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- i) Meets the eligibility criteria.
- ii) Has been properly signed;
- iii) Is accompanied by the required securities; and
- iv) Is substantially responsive to the requirements of the Bidding documents.

3.22 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:

- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
- ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract;
- iii) and/or whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids?

3.23 Evaluation of Techno-Commercial Bid

- i. The techno-commercial bids of substantially responsive tenderer 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.
- ii. If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- iii. The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/negotiation as required by the company from time to time.
- iv. Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

3.24 Negotiations

- i. Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the

- second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii. In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
 - iii. In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

3.25 Correction of Errors

Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

3.26 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.

3.27 Process to be Confidential

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

3.28 Notification of Award and Signing of Agreement

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

3.29 Signing of the Contract Agreement

- i. The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA/DLOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- ii. The contract agreement shall consist of –
 - (a) An agreement on non-judicial stamp paper of appropriate value,

- (b) Tender document, along with the addenda/corrigendum, if any.
- (c) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- (d) Agreed Variation, if any,
- (e) Any other document as mutually agreed.

3.30 Rights of the Company

- i. The Company reserves the right –
 - (a) To reject any or all the tenders, in part or full, without assigning any reason thereto.
 - (b) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - (c) To further split the work amongst more than one contractor.
 - (d) To increase / decrease the quantity and period of contract without any additional obligation on it.
 - (e) Not to carry out any part of work.
 - (f) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.

- ii. The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

3.31 Refusal / Failure

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

Section- IV
GENERAL CONDITIONS OF CONTRACT (GCC)

Interpretation of Contract Document

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

Security Deposit

- 4.4 The successful tenderer shall furnish a Security Deposit of prescribed value ascertained as per table given below -

Total Contract Value	Rate for Security Deposit (% of total contract value)
For First 50 lakhs	10%
For next 50 Lakhs	7.5%
For above One Crore	5%

Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract. S.D. can be submitted through D.D. or Bank Guarantee in the prescribed form as per approved format of Company on non-judicial stamp paper of 0.1% value of BG amount subject to minimum of Rs. 200/- issued from Public sector Bank, ICICI, Axis, HDFC Bank having branch in Udaipur. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided the Contractor has fulfilled all contractual obligation and rendered "No claim and No Dues Certificate" to the Company. The Bank Guarantee shall be valid for the entire contract and / or extended period, if any, plus a grace period of six months. The Company shall entitled to encash the same and appropriate the whole of the amount or part thereof against its claims / dues or sums payable as contained herein.

- 4.5 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.6 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.7 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums

which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

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

Provident Fund

- 4.13 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work. **Undertaking regarding PF (on non-judicial stamp paper) shall be given by the contractor.**
- 4.14 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.15 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- 4.16 However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challans for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Officer-In-charge.

Sub-Letting of Work:

- 4.17 The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the

contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

To grant assignment or subletting of work shall not be a matter of right of the contractor. The authorised representative appointed by the contractor should be under exclusive employment of the contractor and who should not carry on any other business or any gainful employment and should not be associated with Company's customers or their handling agents /representatives/transportation agents.

Contractor to Be Liable For All Payment to His Workers/ Employees:

4.18 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

Statutory Obligation

4.19 The Contractor shall be responsible for the payment of any and all statutory dues, contributions, duties, levies & taxes including service tax payable to the Central or State Government authorities or execution of the works under the contracts. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. The contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

Taxes

4.20 The rates quoted by the contractor will be inclusive of all taxes, duties, levies including service tax as applicable on this contract (up to the last date of submission of bids). The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on what so ever ground.

Service tax is the liability of the contractor and therefore the rate offered for the services as required in tender document will be inclusive of service tax. The present rate of service tax is @12.36 % of the value of service. However any increase/decrease in the rate of service tax as compare to present rate will be reimbursed/ recovered to/from the contractor.

Variation in Statutory Taxes, Duties & Levies:

4.21 Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement

to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills. The company shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

Drawings and Specifications

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

Patents/Copy Right/Trade Mark

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

Import Licence/Foreign Exchange

4.24 If any item is required to be imported for the execution of contract, same shall be arranged by the Contractor at its own cost.

Indemnity

4.25 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

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

4.27 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

Waiver and Liability to Pay Compensation:

4.28 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.

- 4.29 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

Company Not Liable To Pay Compensation:

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

No Claim If Work Is Abandoned or Postponed:

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

No Compensation for Alteration in /or Restriction Of Work:

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

Protection of Work:

- 4.33 During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

Use of Completed Portions:

- 4.34 Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof. Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.
- 4.35 All necessary repairs and renewals in the work or part there of, shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the remainder of the work, the Company may grant such extension of time as it may consider reasonable if so requested by the Contractor. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.
- 4.36 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor by the Engineer-in-Charge whether specifically mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-in-Charge. The work in the mining areas shall be done strictly in accordance with the provisions of Mines Act 1952, Metalliferous Mines Regulations 1961 and directives issued from time to time by the Directorate General of Mines Safety and/or other statutory authority.

Coordination and Inspection of Work:

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

Work On Weekly Day Of Rest And Holidays:

- 4.39 Subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on the weekly day of rest and holidays, the Contractor will approach the Engineer-in-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Company from time to time.

Other Conditions, Overtime Etc:

- 4.40 The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.
- 4.41 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

Materials to Be Supplied By Contractor:

- 4.42 The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.
- 4.43 If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be affected/delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such materials to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company which ever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in the execution of the works. The Contractor shall provide all necessary materials, equipment and labour etc for the execution and maintenance of the works until final completion thereof.

Discrepancies between Instructions:

- 4.44 Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

Inspection of Works:

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

Assistance to Engineer– in- Charge:

- 4.46 The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

Contractor's Office at Site:

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

Safety, Sanitary & Medical Facilities:

- 4.48 The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- 4.49 The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.50 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.51 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.
- 4.52 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. Medical check-ups & Vocational Training of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

Contractor's Subordinate Staff and Their Conduct:

- 4.53 The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- 4.54 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any

person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

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

Damage to Property:

- 4.56 The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his cost to the satisfaction of the Company any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to the Company or being executed or procured or being procured by the Company or of other agencies within the premises of the Company, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

Fire Prevention:

- 4.57 The Contractor shall take all reasonable precautions to prevent fire in the vicinity of his/its operations, and shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his employees or his subcontractors or their employees or Company's operations or its employees.

Rights of Various Interests:

- 4.58 The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- 4.59 Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc, whatsoever.

Materials Obtained From Dismantling:

- 4.60 If the Contractor in the course of execution of the work is required or called upon to dismantle any structure or part thereof, the materials obtained as a result of such dismantling etc, will be considered as the Company's property and will be properly handled, stored and stacked as per the direction of the Engineer-in-Charge.

Articles/Minerals Of Value Found:

- 4.61 All ore or some mineral of value which may be found in, under or upon the site, shall be the property of the Company and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to the Company at the places directed, without any extra payment thereof.

Power of Entry

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

- iii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer Incharge, or
 - iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed. or
 - v. Contractor has abandoned the works, or
 - vi. Contractor during the continuance of the contract has becomes bankrupt.
- 4.63 Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plan/work by his agents. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

Company May Do Part of Work:

- 4.64 Upon failure of the contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc, on such parts of the work, as the Company may decide/designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus fifteen percent additional charges thereon to cover all departmental charges/expenses and the Contractor shall be bound by such decision of the Company.

Power to Order Suspension of Work:

- 4.65 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider to make some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

Liens:

- 4.66 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Company all

moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

Right Of Way:

- 4.67 The right of way for the facilities to be constructed under the contract will be provided by the Company. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.
- 4.68 When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision, as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

Change in Constitution:

- 4.69 The Contractor shall inform the Company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors at the earliest.

If The Contractor Dies:

- 4.70 Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

Compliance In Respect Of Various Acts

- 4.71 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work, shall maintain such registers and documents, as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made there under and liable to payment of necessary compensation/penalty, as deemed fit by the Company:
- 4.72 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.73 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.74 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them.
- 4.75 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering/mining practices. The Contractor shall be required to ensure vocational training to his

workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

Compensation and Liability:

- 4.76 Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- 4.77 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Engineer-in-charge.
- 4.78 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his subcontractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

Insurance

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

Liability for Accident to Persons:

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

Force Majeure:

- 4.82 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected

within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

Notices:

4.83 Service Of Notice On Contractor:

Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his /its project in-charge or his authorized representative at the work site and at (Udaipur).

4.84 Service Of Notice And Communication With The Company And The Engineer-In-Charge:

Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

- i) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager (RP) at Jhamarkotra Mines and copy to authorized representative at the mines, and
- ii) In the case of the Engineer-In-charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- iii) Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his project in-charge or his authorized representative acting for him on his behalf.

4.85 Termination:

If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the contractor:

To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and

completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

4.86 In the event of the Company proceeding in the manner herein above prescribed-

- i) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work & the contractor shall not be entitled for any compensation for use of, damage to such materials, equipment, plant.
- ii) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- iii) The Company shall also have the right to proceed in the manner prescribed in sub clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- iv) Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

4.87 **Appeals:**

Subject to Section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

4.88 **Dispute and Jurisdiction**

- i. The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of the company shall be final and binding.
- ii. No courts other than the courts located at district Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION-V SPECIAL CONDITIONS OF CONTRACT (SCC)

5.0 Background

Rajasthan State Mines and Minerals limited (RSMML) is one of the leading and progressive enterprises of the Government of Rajasthan. It occupies a place of pride in production and marketing of non metallic minerals of India. RSMML is multi mineral and multi location enterprise engaged in mining of Rock Phosphate, Lignite, SMS grade Limestone and Gypsum. RSMML is not only the leader in Mining & Selling of Rock Phosphate, Gypsum across the country, but also global pioneer in technology in open cast mining and mineral beneficiation of Carbonate Rock Phosphate. Besides minerals, RSMML has also forayed into Energy Sector and has setup 106.30 MW installed capacity Wind Power Project at Jaisalmer,

RSMML has been playing an important role over the last almost four decades by contributing 90% of the Rock Phosphate indigenous production. About 7% to 10% of the raw material requirement of the country for production of Phosphatic fertilizers is being met through indigenous sources; the rest is being met through import.

5.1 Geology of the Jhamarkotra Rock Phosphate Deposit

Jhamarkotra Rock Phosphate deposit is situated 26 km SE of Udaipur. It is extending over a strike length of 16 km with an average width of about 15 meters (varying width between 5-35 meters) showing variable dip directions and the amount of dip is varying from 30⁰ to almost vertical at places. The phosphate bed is dipping at angle of 45 degree from vertical on an average but at places it is sub-vertical and even overturned. Hence, it has acquired a crescent shape.

Rock-types around Jhamarkotra are of shallow water geosynclinals marine sediments deposited during Precambrian period on the basement of Banded Gneissic Complex. The sediments show low grade regional metamorphism. The rock phosphate occurs in the form of conspicuous gray irregularly shaped bodies showing concentric algal structure – "Stromatolites". These are cylindrical bodies growing perpendicular to bedding plane. The grade of rock phosphate is mainly governed by the relative concentration of "Stromatolites" in the rock. At places, the process of chemical weathering and leaching of host dolomitic rock has increased the density of "Stromatolites" resulting into increase in grade of Rock Phosphate. Total area of Jhamarkotra Mines is divided into different blocks i.e. A Extension, A, B, C, D, E, F, G, H, I, J, K.

Rock Phosphate has been categorized as Low, Medium and High Grade ore based on actual P₂O₅ content–

High Grade Ore (HGO)	-	(+) 30% P ₂ O ₅
Medium Grade Ore (MGO)	-	(+) 25% to –30% P ₂ O ₅
Low Grade Ore (LGO)	-	less than 25% P ₂ O ₅

5.2 Beneficiation of Rock Phosphate

RSMML also produces large quantities of low grade ore (LGO) which has limited use. Intensive research was carried out for ten years and a breakthrough in processing technology was achieved when this LGO was enriched to produce a very high grade

concentrate rated as equal to or better than any naturally occurring phosphate rock in the world.

5.3 SCOPE OF WORK:

5.3.1 Diamond Core Drilling and Deviation Survey

- a) The successful bidder shall execute company's planned bore hole exploration of diamond core drilling of about 74 bore holes in NQ / NX (75.7mm / 74-77 mm & Core - 47.6 mm) covering total drilling of about 11,185 meters. The location of drill holes will be given by RSMML. In case any deviation or shifting in the location of borehole is required then the same shall be in the accordance with the guidelines and directions of the Engineer Incharge. and shall be documented properly by the contractor. The tentative **Blockwise & Rangewise numbers of bore holes** have been given in the Table as given below.

RANGE	BLOCKWISE & RANGEWISE NO. OF BOREHOLES						TOTAL HOLES	TOTAL METERAGE	
	F block	D	E	A-Ext.	A	C			B
0-50	0	0	0	1	0	0	0	1	50
51-100	1	1	0	4	1	0	0	7	695
101-150	5	8	1	6	3	6	4	33	4145
151-200	6	5	4	0	5	1	2	23	4030
201-250	0	6	1	0		2	1	10	2265
251-300	0	0	0	0	0	0	0	0	0
TOTAL	12	20	6	11	9	9	7	74	11185

- b) Apart from the drilling meterage as mentioned in the above table, one or two deeper boreholes, for depths upto of 300 to 400 meters may require to be drilled.
- c) The boreholes shall be drilled by wet process with fresh water flushing, using double/triple tube core barrels with suitable drilling tools to ensure consistent high core recovery.
- d) The contractor shall be required to conduct bore hole deviation survey of every bore hole using the latest technology using multi short borehole Camera. However, the contractor shall ensure minimum deviation of boreholes in both azimuth and angle. In general deviation of more than 5.0 degree, both in azimuth and inclination, per hundred meters of borehole depth will not be acceptable and liable for any payment. All the boreholes shall be surveyed by the Contractor in the presence of RSMML representative at his own risk and cost. The contractor shall also provide the film of measurement to RSMML, which will be the property of the Company.
- e) The boreholes shall be properly cased in desired size during drilling through fractured, loose and geologically disturbed formation to obtain better core recovery and uncontaminated core and the casing will be taken out of the hole on completion of hole, unless any other direction is given by RSMML. The contractor shall shift and store the core boxes to the site indicated by the Engineer Incharge at his cost.
- f) Bore Hole wise Photographs of individual core boxes before splitting and after splitting shall be taken and submitted by the contractor in soft copy along with payment bills and invoices as a proof and record of core recovery.
- g) All the boreholes shall be measured jointly by the contractor and RSMML for the depth of the hole and core length recovered on daily basis.

- h) Most of the locations of boreholes will be approachable, however, the contractor shall arrange, on its own, cleaning and making approach of his machinery and fluids/ water supply etc. to bore hole locations at his cost.

5.3.2 Core Recovery Factor:

The contractor shall use the latest and suitable technology and tools to achieve nearly 100% core recovery. Core length measurement and recovery calculation will be done for each run. However, in case of soil cover / weathered zone &, cavities payment shall not be linked with core recovery.

5.3.3 Core Logging, Sampling, Sample Preparation & Preservation of Core /Sludge

- a) Core logging, Core Sampling & Sample preparation in duplicate has to be done as per the standard practice. The core sampling in the phosphate bearing horizons shall be done at regular intervals of 1.0 meters (Maximum).
- b) Physical logging of the Bore holes shall be done on daily basis by the contractor. The logging parameters will be defined and specified format will be provided by RSMML. However, the standard parameters will also include RQD.
- c) GI sheet (22 Gauge) Core boxes having capacity to accommodate 5 meters core (1 meter length x 5 rows) with hinges, handles and locking arrangement shall be used to preserve the entire core recovered in the waste as well as phosphate zones. All the core boxes should be labeled properly with name of RSMML, Borehole number, Box number, Run - "From" & "To", and Period of drilling. Each run shall be marked properly by Aluminum/Wooden tags.
- d) In case of sludge samples, a separate arrangement of sludge boxes for collecting sludge samples, based on the latest technology have to be used. Arrangement shall be made to collect corresponding sludge for each run using proper devices. The sludge, however, shall be retained and preserved in proper sample bags for all runs. The final sludge sample collected shall be duly dried and kept in proper place along with core in core boxes for the particular run.
- e) The contractor will have to make arrangements for core boxes/sludge collection equipment at his cost. The Contractor will hand over all the collected duplicate samples and core Boxes to RSMML at the location specified by RSMML for further use of the company. Thereafter, the core boxes along with the Core & Sludge shall be the property of RSMML.
- f) The Contractor shall collect core and sludge samples of Rock Phosphate mineralization encountered during drilling operations. Each sample should be crushed to the desirable mesh size, after coning & Quartering method. The final prepared samples in duplicate packed in air tight polythene bags shall be sent to quality control department, Jhamarkotra. No moisture should be added to these samples by any means.

5.3.4 Preservation of Bore Holes

Unless otherwise directed by RSMML, the contractor shall plug each drilled hole immediately after completion of drilling work. The contractor shall also construct a cement pillar of 30cm x30 cm x45cm size on such drilled borehole location. The relevant borehole number along with depth, angle/ azimuth should be inscribed on the top surface of the pillar.

5.3.5 Preparation of Reports

- a) The contractor shall submit duly signed machine wise daily core drilling progress report in prescribed format indicating run wise drilling, core recovery, type of formation encountered, Structure, Texture, grain size, megascopic character of core material color of return water and drilling conditions . The Water table observation of each completed bore hole and loss of Water if any during the drilling work shall be part of the core – logging. Contractor shall submit all the original logging registers to RSMML after completion of the work.
- b) A draft computer typed report will be submitted to RSMML on the investigations carried out through core drilling shall be submitted in two copies to RSMML after completion of the work. This report shall mainly cover the following aspects:
 - i. Brief note on the methodology,
 - ii. Summarized Borehole wise Core log sheets.
 - iii. Technical observations on core recovery, type of formation, physical properties of core material, color of return water and drilling conditions
 - iv. Conclusions.

The final report, after incorporating comments, of RSMML shall be submitted in three copies to GGM (Rock Phosphate) and two copies to GM (Contract)/Project Cell.

5.4 Completion Schedule

- 5.4.1 Time is the essence of the contract & Contractor shall complete the entire Scope of Work covered under the contract within eighteen (18) months from the date of acceptance of LOA/DLOA as per the table given below:.

Job Description	Time Frame
Core Drilling of about 74 boreholes covering about 11,185 meters of drilling, Core logging, Sampling , Sample Preparation , Preservation of boreholes and Submission of Final Report as per the Scope of Work defined in the tender document.	18 Months from the date of acceptance of LOA/DLOA including preparation of draft and final report.

- 5.4.2 The bidder will furnish the proposed PERT chart indicating all major activities, within 15 days from the date of Letter of Acceptance.

5.5 Extension of Time

- 5.5.1 If the Contractor desires an extension of time for completion of scope of work on the grounds of unavoidable hindrance in execution or the quantum of work has been materially increased by the company or on other such grounds, he shall apply in writing to the Engineer Incharge within ten days of the date of occurrence of event on account of which he desires, such extension of time. The company reserves the right to grant such extension of time and may authorise the Engineer Incharge to grant such extension, if in its opinion reasonable grounds have been shown and extension is necessary or proper. Whenever such extension is granted, this would be without prejudice to the company's right under this contract.

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

5.6 Compensation for Delayed completion

5.6.1 For any delay in completion of the “Scope of work” beyond the scheduled period specified in the Contract or partial fulfillment of obligations, the contractor will pay to the company by way of compensation a sum equivalent to 0.5 percent of the total contract price for a week or part thereof for the work may remain incomplete subject to a maximum of 5 % of the total contract value. The compensation shall be realized by effecting a reduction in the contract price.

5.6.2 In case of unsatisfactory/delayed progress of work, the company may by giving one month notice to the Contractor, terminate the contract without prejudice to the company’s rights contained in the contract to determine the contract and claim damages from the contractor.

5.6.3 The contractor shall not raise the question of proving actual loss suffered by the Company consequent on the said delay in completion.

5.7 Remuneration

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

5.8 Terms of Payment

The Rates of drilling & allied activities quoted in “*Schedule A*” & agreed by Company shall be paid by company on the basis of the following:

- a) No advance payment shall be paid.
- b) The company shall release 90 % of the monthly invoice value and make payment within 30 days of receipt of invoice after deduction of necessary dues payable by the contractor (if any) to the company in accordance with various provisions of the tender document. The total drilling anticipated is 11185 meters.
- c) The balance 10% amount withheld shall be released on completion of the contract after submission of the final technical report of the entire exploration work carried out by the contractor.
- d) The contractor will be eligible to receive payment for drilling & allied activities only once it completes the following:
 - i. Core Drilling including borehole deviation survey,
 - ii. Core Logging , Sampling & submission of the prepared samples to the company
 - iii. Preservation of boreholes as specified in clause 5.3.4 together with submission of the bore hole data in prescribed datasheets, provided by RSMML.
- e) The contractor will raise monthly invoices on the basis of the total meterage drilled during the month including compliance of all the activities specified in Clause 5.3.

5.9 Penalties for Low Core Recovery

Mineralized Zone

- 5.9.1 The target of core recovery shall be 80% minimum in **Mineralized zone** and the drilling has to be carried out in such a manner that maximum core recovery is ensured. In case the core recovery achieved is below 80% in any individual borehole, the payment shall be made at a discounted rate as per Table given below:

Core Recovery	Payment (% of Rate approved for drilling /meter)
Mineralized zone	
Above 80%	100%
80% to 70%	98.00%
70% to 60%	95.00%
Below 60%	No Payment

Sludge will be converted into core and this percentage will be considered in the core recovery factor.

Non Mineralized Formations

- 5.9.2 In case the core recovery achieved is below 70% in the Non Mineralized Zone a penalty @ Rs 10/- per meter shall be imposed on every reducing percent of core recovery up to 50%. However, below 50% core recovery no payment shall be made for the drilling conducted in the Non Mineralized Zone. In the zones where cavity (s) are encountered during drilling the contractor will inform the O/IC who will certify the same in writing and the run in the cavity will be recorded in the log sheet and the core recovery factor will not be applicable in such zones.

Secondary Ore

- 5.9.3 In some blocks Secondary Ore may be encountered during drilling. The core recovery in case of this formation will be as defined in Non Mineralized Zone . The Secondary Ore shall be certified by O/IC.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

- 5.10 The price bids of the techno-commercially qualified bidders will be evaluated to determine the lowest bidder. **The Lowest of total contract value offered by the bidders in respect of depth upto 300 metres shall be the criteria for deciding lowest tenderer.**

Note: The rates offered by the tenderer for depth 301 mtr and above will not be taken into consideration for determination of L-1 bidder. However, the L -1 tenderer will be required to match /rationalize the lowest L-1 price given by the other tenderer for these items. .

Example: for L1 determination methodology

S.N.	Brief description of Work	unit rate Per meter	Approximate depth in mtr.	Rs. in figures & words	Total	
1	Slab wise Core Drilling rate along with Bore hole deviation survey, Core sample Preparation by splitting the core and grinding of samples to the desired size., Core Logging & Photography of the core, Construction of Pillars with borehole identification and other details as specified in the scope of work of tender document.	0-50 mtr depth	50	Rs. 150.00	7500.00	
		51-100 mtr depth	695	Rs. 200.00	139000.00	
		101-200 mtr depth	4145	Rs. 250.00	1036250.00	
		201-250 mtr depth	4030	Rs. 300.00	1209000.00	
		251-300 mtr depth	2265	Rs. 350.00	792750.00	
		Total				3184500.00
		301-350 mtr depth	0	Rs. 400.00		
		351-400 mtr depth	0	Rs. 500.00		
		401-450 mtr depth	0	Rs. 600.00		
		451-500 mtr depth	0	Rs. 700.00		

Total Contract Value= 3184500.00 for total depth of 11185.mtr.

Note: The parameter given above is for determination of L1 bidder only. However the actual payment will be made in accordance of actual drilling depth duly verified by the company on its agreed and accepted rates.

5.11 ESCALATION/DE-ESCALATION

No escalation/de-escalation shall be payable to the contractor during the currency of the contract except for variation in statutory taxes, duties and levies as mentioned in the tender document.

5.12 WITHHOLDING PAYMENTS TO CONTRACTOR AND COMPANY'S LIEN ON MONEY DUE TO THE CONTRACTOR.

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

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

5.13 CLOSING OF THE CONTRACT

- i. Within seventy five (75) days from the date of physical completion of the work in all respects, as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-charge completion certificates as to the completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden materials, structures, etc.
- ii. If the contractor shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the Contractor remove such rock (overburden) surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

- i.) Details of item-wise quantum of work completed by the contractor
- ii.) The technical documents according to which the work was carried out.
- iii.) Three sets of calculation sheets (back up papers) thereof.
- iv.) Certificate of final levels and slopes.
- v.) Materials appropriation statement for the material issued by the Company for the works duly supported by necessary documents.
- vi.) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub contractor.
- vii.) Details of PF deposited by the contractor.
- viii.) No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- ix.) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

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

5.16 The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within 15 days from the date of issue of completion certificate, otherwise the

Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.17 FINAL CERTIFICATE:

Upon expiry of the period of liability and subject to the Engineer-in-charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager shall give a certificate hereinafter referred to as the '**Final Certificate**' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager.

5.18 FINAL PAYMENT AND RELEASE:

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

5.19 UNDERTAKING

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

For and on behalf of the tenderer

(Authorized Signatory) Seal & Dated

**(On the letterhead of the tenderer)
LETTER OF SUBMISSION OF TENDER**

FROM
M/s _____

DATE: 00.00.2013

To,
The Group General Manager (Project),
Rajasthan State Mines & Minerals Ltd.,

**Sub: Tender for Diamond Core Drilling Along With Logging & Sampling Of The Core In
The Rock Phosphate Deposit At Jhamarkotra, Udaipur, Rajasthan**
Tender No. RSMML/CO/GGM(cont)/Cont-32/13-14 dated 02.01.2014

Dear Sir,

(a)

1. I/We possessing requisite resources, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money of Rs -----/- (Rupees ----- Only) in the form of crossed Demand Draft 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.

<i>D.D. No</i>	<i>Date</i>	<i>Name and Address of Bank</i>	<i>Amount</i>
-----------------------	--------------------	--	----------------------

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount of Rs. -----/- (Rupees ----- -- Only) 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 am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
7. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
8. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
9. In the event of acceptance my/our offer I/We agree to own and deploy required number of manpower to execute the work within fifteen days from the date of issuance of DOLA. In this respect, an undertaking on non- judicial stamp along with supportive document is enclosed.
10. I/We hereby declare that the decision of the RSMML management in offer made by selection/rejection of the tender/Contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 2013

Signature of tenderer(s) with the seal

Witness

Name in Block Letters: _____

Full Address _____

(On the letterhead of the tenderer)**DOCUMENTS TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART-I) BID'****Tender No. RSMM/CO/GGM(cont)/Cont-32/13-14 dated 02.01.2014.**

Name of Tenderer

The documents should be submitted along with TECHNO-COMMERCIAL (PART-I) BID' in the Performa given below: -

1.0	Name & address of tenderer with Telephone no., Mobile No., Fax No. etc.	
2.0	Status of tenderer :Individual/Proprietorship Firm/Partnership Firm/Co-operative Society/Limited Company (Attach duly attested documents in support of your status)	
3.0	(a) In case of Proprietorship Firm; Attested Certificate of registration of your establishment (b) In case of Partnership Firm; Attested Certificate of registration of your establishment if registered & partnership deed (c) In case of Co-operative Society; Attested Copy of Registration Certificate of Co-operative Society, list of members, Managing Committee & Registration number of Co-operative Society, Jurisdiction of Co-operative Society to undertake work in the in the area, byelaws etc. (d)In case of Limited Company; Attested copy of certificate of your incorporation/memorandum and articles of association, lists of directors, bye laws etc.	
4.0	Power of Attorney in favour of the authorized representative signing the tender, as required.	
5.0	One complete tender document as issued by company duly filed in signed & stamped on each page by the tenderer /authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of acceptance of the terms & conditions of this tender.	
6.0	Earnest Money Deposit (EMD) in the manner specified in NIT.	
7.0	A copy of PAN (INCOME TAX) Number	
8.0	A copy of Service Tax Registration Number	
9.0	Undertaking that no condition is mentioned in Part – II "Price Bid"& confirmation to the effect that the price quoted in Part-II "Price Bid" of the tender will remain firm. During contract period except escalation as mentioned in tender document. Even if any	

	condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.	
10.0	Exception & Deviations statement by the tendered in Form-4	
11.0	Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case/litigation is pending against him with the company & other companies in relation to the work.	
12.0	The tenderer /bidder would give a declaration on their letter head that they have not been banned / suspended or de-listed by RSMML	
13.0	Declaration whether you are covered under MSMED Act or not, if yes, then give your registration number along with copy of the same.	

If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid will not be opened, and for which, the tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.

Before enclosing the document read carefully the tender document conditions/ stipulations and encloses the requisite documents only.

The gazette officer or Notary public shall attest photocopies of the documents.

Signature of tenderer(s) with the seal

Date: -----

Place: -----

(On the letterhead of the tenderer)

EXCEPTIONS AND DEVIATIONS

Tender No. RSMM/CO/GGM(cont)/Cont-32/13-14 dated 02.01.2014.

Name of Tenderer.....

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

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

Signature of Tenderer(s) with the seal

Place:
Date:

RAJASTHAN STATE MINES AND MINERALS LIMITED
(A Government of Rajasthan Enterprise)
PROFORMA FOR 'PRICE BID'

The Price Bid should be submitted in Excel sheet in Performa as given below: -

1. Name of Tenderer:

2. Tender No. RSMM/CO/GGM(cont)/Cont-32/13-14 dated 02.01.2014

S.N.	Brief description of Work	unit rate Per meter	Approximate total depth	Rs. in figures & words for Rate per meter	Total amount	
1	Slab wise Core Drilling rate along with Bore hole deviation survey, Core sample Preparation by splitting the core and grinding of samples to the desired size., Core Logging & Photography of the core, Construction of Pillars with borehole identification and other details as specified in the scope of work of tender document.	0-50 mtr depth	50			
		51-100 mtr depth	695			
		101-200 mtr depth	4145			
		201-250 mtr depth	4030			
		251-300 mtr depth	2265			
		Total				
		301 -350 mtr depth	0			
		351-400 mtr depth	0			
		401-450 mtr depth	0			
451-500 mtr depth	0					

Instructions:

- i. The rates should be quoted both in figures and words as per the scope of work detailed in the tender document, inclusive of all applicable taxes, duties, levies, service tax & etc.
- ii. No escalation/de-escalation in the rates shall be applicable during the currency of the contract except as mentioned in the tender document.
- iii. All the entry in the price bid should be written legibly in ink without any ambiguity.
- iv. Bidder must enter the rates both in figures & words.
- v. In case of discrepancy in words & figures, lower of the two will be taken as quoted value.
- vi. The rate quoted shall be inclusive of Service tax, the present applicable rate of Service tax is @ 12.36%

Date: -----

Place: -----

AFFADAVIT

(on non judicial stamp paper worth Rs10/-)

Tender No. RSMML/CO/GGM(cont)/Cont-32/13-14 dated 02.01.2014

Name of Tenderer.....

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

- (1) I / We are not having or had any litigation with 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
- (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 our risk & cost.
- (5) That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to me/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to me/us

Signature of Tenderer(s)

(Authorized Signatory)

With Seal

Place:

Date:

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

AFFIDAVIT

I S/o aged
..... Years Resident of
.....

On behalf of the tenderer i.e. M/sHereby take oath and state as under:

1. That I/We have submitted a tender for
.....
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above tenderer / contractor).
4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

**Deponent
(Authorised signatory)**

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed. So help me god.

Dated: -----
Place: -----

Deponent
(Authorized Signatory)
**Name of the Designation/ Relationship of the
authorized Signatory with the tenderer**

Note: Original Notarized affidavit shall be sent to the office of GGM (Contracts), RSMML, 4- Meera Marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD on or before the last date of tender submission.

DECLARATION BY THE CONTRACTOR

- 1) I/we do hereby confirm and declare that they have independently inspected Jhamarkotra Mines and ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 2) I/we has also ascertained all such other information, whether technical/commercial or otherwise.
- 3) I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- 4) I/We do hereby agree and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

**(Authorized Signatory)
Name of the Designation/ Relationship of the
authorized Signatory with the tenderer**

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/Axis Bank having its Branch office at Udaipur on non-judicial stamp paper of 01% of BG amount subject to minimum of RS. 200/-)

B.G _____

Dated _____

This Deed of Guarantee made between _____ a Public Sector /ICICI/HDFC/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 C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called ‘the company).

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called ‘the Contractor) 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 witnesseth 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 suretyship 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 Head of SBU & PC - Rock Phosphate 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 jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF
_____(designation) _____(branch) constituted attorney of the said bank have set my
signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as
per Stamp Act prevailing in the state of _____executed at _____ this the
_____ day of _____20.

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

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

Signature of contractor with address.

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted For procurement in response to Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) Fee for filing appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal**
- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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.