



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

TENDER DOCUMENT

FOR

**Painting of Steel Structures at IBP, Jhamarkotra Mines,
Distt. Udaipur (Rajasthan)**

Tender No. RSMM/ CO / GGM (Cont)/ Cont- 08/14-15/ Dated.15.07.2014

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

Cost of Non Transferable

Tender Document(including tax) : Rs 570/-

Place of Sale of Tender : Office of FA, Corporate Office.

Or downloaded from website.

Date of Sale of Tender : From 23.07.2014 to 26.08.2014 up to 1.00 pm

Date of Receipt of Tender : 26.08.2014 up to 3.00 pm

Date of Opening of Techno-commercial Part: 26.08.2014 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: 0294-2342441-45FAX: 0294-
2342444



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-08/14-15

Dated: 15.07.2014

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Jhamarkotra mines, Udaipur from reputed contractors.

| Brief Description | Estimated value of work (in Rs.) | Contract Period | EMD (in Rs.) |
|--|--|-----------------|--------------|
| Painting of Steel Structures at IBP, Jhamarkotra Mines, Distt. Udaipur (Raj.) | 13.05 Lac | 4 months | 26100/- |
| Cost of tender document is Rs.570/- (inclusive of VAT), payable in cash/by D.D. in favour of "RSMM Ltd, Udaipur" | | | |
| Period & place of sale of documents: from Sr.FA (F&A), CO, Udaipur or download from our website | From 23.07.2014 to 26.08.2014 up to 1.00 pm, In case downloaded from website, tender fee to be deposited with the Techno -Commercial offer | | |
| Last Date & Time of Submission of offer | Dated 26.08.2014 up to 3.00 pm at C. O. Udaipur | | |
| Date of opening of Techno Commercial offer | Dated 26.08.2014 at 3.30 pm at C. O. Udaipur | | |

Pre-Qualification Criteria.

1. The tenderer should have minimum turnover of Rs. 7.83 Lac in any one of the immediate preceding four financial years i.e., 2010-11,2011-12, 2012-13 & 2013-14 in tenderers name.

The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. The Tenderer should submit duly attested copy of CA certified balance sheets in support of turn-over.

However, turnover has to be in the name of tenderer & turnover of individual/ partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company / Society shall only be considered.

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

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

General Manager (Contracts)

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

SECTION - I

DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, 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 contract.
- 1.2 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 **‘Statutory obligations(s)’** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 **“Detailed Specifications”** shall mean the specifications for materials and works as specified in PWD BSR/ issued under the authority of PWD/ or as implied/added to or superseded by the special conditions.
- 1.10 **“Basic Schedule of Rates or BSR”** shall mean the schedule of rates issued under the appropriate authority of PWD from time to time. Words imparting the singular number include the plural number or vice versa.

- 1.11 “**Engineer-in-Charge**” shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.12 “**Group General Manager /General Manager (Contract)**” shall mean the Group General Manager/General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.13 “**Group General Manager (Phos)**” shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.14 “**Agent**” shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.15 “**Mines Manager**” shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.16 “**Letter of acceptance**” (LOA)/ “**detailed letter of Acceptance**” (DLOA) shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.17 “**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.
- 1.18 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.19 “**Tender**” shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

SECTION - II

Instructions to the Tenderer & General Conditions

1.0 SUBMISSION OF OFFERS

- 1.1 Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.
- 1.2 Both the envelopes should be kept in a sealed envelop addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.
- 1.3 The sealed offers should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

2.0 TECHNO COMMERCIAL OFFER:-

Following documents to be furnished alongwith Part I of the offer

- 2.1 Form 'A' with General information about the tenderer.
- 2.2 Form 'B' with details.
- 2.3 Covering letter on the letter head of the tenderer with details of Earnest Money Deposit & enclosures.
- 2.4 One set of tender documents alongwith conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions
- 2.5 PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
- 2.6 Attested Copy of CA certified Balance Sheets and Profit & Loss Account in support of turn over.
- 2.7 A certificate that price bid is in the prescribed format and no conditions have been attached to it.
- 2.8 Power of Attorney in favour of the authorized representative signing the tender documents.
- 2.9 Attested certificate of incorporation/memorandum & article of association/partnership deed etc.
- 2.10 Copy of PAN & Service Tax registration Number.
- 2.11 Tenderer should submit an undertaking on Non-Judicial Stamp Paper as per annexure-II of tender document.
- 2.12 Duly filled and signed Annexure IV of tender document.

3.0 PRICE OFFER

The tenderers are required to furnish their 'price bid' in the prescribed "Price" format. The rates quoted by the tenderer shall be inclusive of all applicable taxes & duties except service tax.

The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and 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. 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.

4.0 VALIDITY OF OFFERS

The tender offers should remain valid and open for acceptance, for a period of **120** days from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.

5.0 EARNEST MONEY DEPOSIT/BID SECURITY

5.1 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan state mines and minerals ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.

5.2 The Earnest Money Deposit shall not bear any interest.

5.3 The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.

5.4 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.

5.5 The Earnest Money Deposit shall be forfeited in the following cases :

- i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
- ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
- iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
- iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.

- v.) If the tenderer does not commence the work within the stipulated period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

6.0 SECURITY DEPOSIT

- 6.1 The total security deposit for the work shall be 10% of the accepted contract value. The successful tenderer shall furnish a Security Deposit @ 5% of the accepted total value of the contract through Demand Draft/Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of Letter of Acceptance (LOA) /Detailed Letter of Acceptance (DLOA). The Bank Guarantee shall be provided only in the approved format of the company from a Scheduled/Nationalized Bank having its branch at Udaipur. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract period and/or extended, if any, plus a grace period of Six months. The remaining amount of security deposit @ 5% shall be deducted from the RA bills on prorata basis.
- 6.2 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided the Contractor has fulfilled all contractual obligations and he has rendered "No claim and No Dues Certificate" to the Company.
- 6.3 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.
- 6.4 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- 6.5 No interest is payable on S.D. amount.

7.0 NEGOTIATIONS:-

- 7.1 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.
- 7.2 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.
- 7.3 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.

8.0 AWARD OF THE CONTRACT:

The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement on the prescribed format, which shall be consist tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

9.0 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

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

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

10.0 SERVICE TAX :

The tenderer shall quote the rates exclusive of service tax.

The service tax on the services rendered under works contract shall be paid extra in terms of clause 2A(ii)(A)/(B)/(C) (as the case may be) of the Service Tax (Determination of Value) Rules, 2006; read with Notification No. 30/2012-ST dated 20.06.2012. In case the tenderer is a company, then entire applicable service tax shall be deposited by the tenderer; and the same shall be reimbursed by the Company subject to submission of documentary proof of deposition of service tax with the Government.

In case the tenderer is other than a company, then 50% of the applicable service tax shall be deposited by the Company and 50% of the applicable service tax shall be deposited by the tenderer which shall be reimbursed by the Company subject to submission of documentary proof of deposition of service tax with the Government.

Tenderers are requested to quote accordingly

11.0 RATES & TAX DEDUCTION AT SOURCE:-

All taxes/duties/levies as are applicable except service tax should be taken into consideration while making the offer, Ignorance in it shall not qualify for any additional payment. RSMML will reimburse/recover at actual any tax/duties which are imposed/increased/withdrawn/decreased after the date of submission of offer and are directly applicable to the contract and payable by the contractor/recoverable by RSMML, and determined on the basis of bill raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

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

12.0 RIGHTS OF COMPANY

The Company reserves the right -

- i) To reject any or all the tenders, in part or in full, without assigning any reason, there to,

- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv) Not to carry out any part of work.
- v) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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.

13.0 RIGHT TO REVIEW PERFORMANCE.

- 13.1 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract & forfeiture of security deposit.
- 13.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

14.0 TERMINATION OF THE CONTRACT

- 14.1 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 14.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 14.3 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

15.0 PROVIDENT FUND

- i) The contractor shall be wholly responsible for complying with the fulfillment 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.
- ii) 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.
- iii) 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 alongwith 1.10% administrative charges. An affidavit (as per Annexure-I) 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.
- iv) However, each running account / Final bill must be submitted alongwith 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 challan 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 Engineer-In-Charge.

16.0 LEGAL & STATUTORY OBLIGATIONS:

- 16.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 16.2 The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMML.
- 16.3 The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 16.4 The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.

- 16.5 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- 16.6 The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month.
- 16.7 The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- 16.8 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 16.9 The contractor shall have to obtain and produce the licence as applicable before starting the work.
- 16.10 The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- 16.11 The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- 16.12 All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

17.0 OTHER RESPONSIBILITIES OF CONTRACTOR

- 17.1 The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 17.2 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 17.3 The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.

- 17.4 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 17.5 The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- 17.6 Safety & discipline of the labour/ workers staff employed by him
- 17.7 The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

18.0 CRITERIA FOR DECIDING L-1 BIDDER

The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as L1 bidder. The total contract value will be arrived by adding total of BSR & NON BSR Items (*including tender premium, if any*) and considering total liability of Service tax (as applicable under Service Tax Act w.e.f. 01.07.2012). The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

19.0 COMPENSATION

For Delay in commencement:

In case the Contractor fails to commence the work with in 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company

For Delay in completion:

In case the Contractor fails to complete the total job within stipulated / extended period as given by the Engineer Incharge, and is established that the delay is on account of contractors lapses, the company shall recover a pre determined and agreed compensation @ 1% (one percent) of total value of contract on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value. The Engineer Incharge shall however inform the contractor about the time required to execute the specific job in advance taking in to account site conditions etc.

20.0 DEFECT LIABILITY PERIOD

The defect liability period for the work will be six months from the date of completion of work; if any defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

21.0 RISK & COST

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

22.0 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 given 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.

23.0 DISPUTE & JURISDICTION

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

24.0 UNDERTAKING:

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 and have signed each page of the tender document as token of acceptance of all terms& conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.

Signature of tenderer with name& address.

SECTION III

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

The scope of work is as per G-Schedule annexed with tender document.

2.0 PERIOD OF CONTRACT

The contractor has to complete all the mentioned work as per tender provisions during **4 months** from the date of issue of Letter of acceptance (LOA) /detailed letter of acceptance (DLOA)

3.0 PRE –QUALIFYING CRITERIA:-

1. The tenderer should have minimum turnover of Rs. 7.83 Lac in any one of the immediate preceding four financial years i.e., 2010-11,2011-12, 2012-13 & 2013-14 in tenderers name. Or

The Tenderer should submit duly attested copy of CA certified balance sheets for the years, 2010-11,2011-12,2012-13 & 2013-14 in support of turn-over.

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

However, turnover has to be in the name of tenderer & turnover of individual/ partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company / Society shall only be considered.

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

4.0 SPECIAL CONDITIONS OF CONTRACT

4.1 Powers to determine the Contract

The Competent authority may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contractor and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner, comply with the requirements of such notice a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the

competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the or make winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of the contract.
- (iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers:-
 - (a) To determine and/or rescind the contract as aforesaid (*of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.
 - (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
 - (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof a sufficient part thereof as the case may be.

In the event of any one or more of the above course being adopted by the competent authority the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless payable in respect thereof and he shall only be entitled to be paid the value so certified.

4.2 Time Extension

If the contractor shall desire an extension of the time for completion of the work in the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final & binding on the contractor) reasonable grounds be shown therefore authorize in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

Failure or delay by the Company to hand over to the Contractor possession of the land necessary for the execution of the works, or to provide the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

4.3 Completion Certificate

Within ten days of the completion of the work, contractor shall give notice of such completion to the Engineer-in-charge and within ten/thirty days on the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his their work, People on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal or scaffolding surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt 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 scaffolding surplus, materials and rubbish, etc. and dispose off the same as he thinks fit and clean off such dirt as aforesaid. The contractor shall have no claim in respect of any such scaffolding of surplus materials as aforesaid except for any sum actually realized by the sale thereof.

N.B. - Ten days will apply in the case of works at the headquarters of the Engineer-in-charge and thirty days will apply in case of work at a station other than the headquarters of the Engineer-in-charge.

4.4 Cleaning of premises included in completion

When the annual repair and maintenance work is carried out, the splashes and droppings from white washing, colour painting, etc. on walls, floors, doors, windows etc. shall be removed and the surface cleaned simultaneously, with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this clause the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action, the Engineer-in-charge shall give two days notice in writing to the contractor.

4.5 Payment of Bills

No payment shall be made for works estimated to cost less than Rupees One Thousand till after the whole but in the case of works estimates to cost more than Rupees One Thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then passed by the Engineer-in-charge. All such intermediate payment shall be regards as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfects or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contractor any part thereof in any respect of the accruing of any claim, not shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding the contractor in all respect. The payment of final bill shall be made within 3 months of the submission of such bill. If there shall be any dispute about any items of work then the undisputed item or items only shall be paid within the period of 3 months. The contractor shall submit a list of the disputed items within 30 days from the disallowance waived and absolutely extinguished.

A bill shall be submitted by the contractor each month on or before the dated fixed by the Engineer-in-charge for all work executed in the previous month. The charges in the Bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, as the rates herein after provided for such works. The Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in respect.

Before taking any measurement of any work as referred to in above, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall

be final and binding on the contractor and the contractor shall have no right to dispute the same.

4.6 Material issued from company's stores

If the specification of the work provided for the use of any special description of material to be supplied from company's stores or if it is required that contractor shall use certain stores to be provided by the Engineer-in-charge, specified in the schedule 'E' the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores to be supplied at the rates specified in the schedule may be set off or deducted from any sum then due or thereafter become due to the contractor under contract or otherwise or against or from the security deposit. All materials supplied to the contractor either from departmental stores or with the assistance of company shall remain the absolute property of company and shall not any account be removed from the site of work and shall be at all times open to inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of completion or determination of the contract, shall be returned to the Engineer-in-charge's stores, if by a notice in writing under his hand; he shall so require and if on service of such notice the contractor fails to return the materials so required he shall be liable to pay minimum penalty of 10 percent on the price of goods originally charged and maximum penalty not exceeding the price of goods or originally charged in addition to their price originally charged. The decision of Engineer-in-charge of work shall be final regarding levy of penalty. But the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation, on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores which may be received back from the contractor he shall be paid for at the price originally charged excluding storage charged in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc. paid by the contractor in case of supply received with the assistance of the Company which however, should in no case exceed market rates prevailing at the time the materials are taken back.

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which, in his opinion are not in accordance with the specification and in case of default the Engineer-in-charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damages that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor.

If the required under the terms of this contract, the contractor shall obtain from the stores of the company, all stores, material, diesel, explosives etc. and articles of foreign manufacture which may be required for the work of any part thereof or in making up articles required thereof connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles from elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his amount at the rates, shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining

delivery of the same at the stores aforesaid. In addition, 10% charges shall also be levied towards handling.

4.7 Specification of Works

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions writing relating to the work assigned by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of specification, and of all such designs, drawings and instructions as aforesaid.

4.8 Addition, Alteration & Substitution of items

The Engineer-in-charge shall have powers to make alternation in or commissions from or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during to progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in written by the Engineer-in-charge and such alterations, commissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in a manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he had agreed to do the main work, provided that additional quantities of each individual item shall not exceed 25% of the quantities provided against that item in the contract agreement and further provided that the cost of the work as executed by the contractor including cost of all additional, altered or substituted work shall not without mutual agreement exceed the tendered amount of the work by more than 10%.

The time limit for completion of the work shall be extended in the proportion that the additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates of such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions:-

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the altered, additional or substituted works cannot be determined in the manner specified in clause above, then the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above mines/pus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- (iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clause above, then the contract or shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine

the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

- (iv) Provided that the Engineer-in-charge would also be at liberty to ask the contractor to execute such items, the rates of which are not provided in the B.S.R. of that area and also additional quantity over and above the limit of 25% against each item and 10% over the tendered amount of the work specified above, if in the opinion of the Engineer-in-charge the execution of such items through other agency is likely to hamper the progress of other items of work and its completion considerably required the contractor shall be bound to carry out all such extra work also if asked to do so. For all such extra items or additional quantity of work over and above the limit specified in para above, the contractor shall be paid provisionally on the rates of all such additional work and extra items if any shall be decided and settled by arbitration,. Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before getting written instructions from the Engineer-in-charge regarding all such additional works or extra items at his own accord as lastly here herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out expenditure incurred by him prior to the date of issue of written instructions if any, as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge and shall have no claim for getting rates or such work settled through arbitration.

4.9 Curtailment of Scope

If the Engineer-in-charge shall at any time, and for any reason whatsoever think that any portion of the work should not be executed and could be withdrawn from the contractor, he shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartages only of materials actually and bonafidely brought to the site of the work by the contractor and rendered, surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such case the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less. In the case of such stores having been issued from Company's stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.

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

4.10 Rectification of Defect

If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall demand in writing which shall be made within six months of the completion of work from the Engineer-in-charge specifying the work, materials or articles complained on paid, for, forthwith rectify or remove and reconstruct the work so specified in whole in para, as the case may require or as the case may be remove that materials or articles so specified and provided other proper and suitable materials or article at his own charges and cost, and in the event of his failing to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

4.11 Inspection & Supervision

All the work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and contractor shall at all times during the usual working hours and at all other times at which reasonable limitations of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself present to receive order and instructions or have a responsible agent duly accredited in writing present for that 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.

4.12 Hidden Works

The contractor shall given not less then seven days notice in writing to the Engineer-in-charge or his subordinate-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof on payment or allowance shall be made for such work, or the materials with which the same was executed.

4.13 Damage to Company's property

If the contractor, or his work people or servant shall break deface, in or destroy any part of a building in which they may be working or any building, road fence, enclosure, irrigation work, pipe line, cable and drain or grass land or cultivated ground continues to the premises on which the work or any part of it, is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever or imperfections become apparent in if before the refund of the security deposit for the work becomes due, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expenses *(of which the certificate of the Engineer-in-charge shall be final)* from any sums that may

be then or at any time, thereafter, become due to contractor from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

4.14 Safety & Diversion of Traffic

The contractor shall not obstruct and shall be held responsible for the safety of traffic and shall provide all watchmen lights, barriers, signs and fence necessary to prevent any accident or public or private damage or loss, and to regulate traffic during the progress of the work. Unless otherwise provided for by the specifications, he shall provide at his own cost for traffic by its diversion to an alternative route approved by the Engineer-in-charge or by the formation of side tracks along-side the work, or in the case of works within a town or village, or where specially provided for in the specifications, by the construction of one half of the road at a time, leaving the other half available for traffic. He shall not, by his operations obstruct any side road or bench track, not shall break down any fences telegraph lines nor obstruct any drain or water course, but when such obstruction or breakage's cannot be entirely avoided, he shall at once remove such obstructions when they occur, and make adequate provisions for traffic, or immediately repair such breakages and in the event of his failing to rectify the above mentioned causes, the Engineer-in-charge reserves to himself the power to do so, after giving the contractor twenty four hours notice in writing of his intention and the while of the cost of such work incurred by the department may be deducted from the money due or payable to the contractor.

The contractor shall exercise the greatest care during the progress of the work to avoid damage to any utility service as water sewer, electric power telephone etc. within the limits of the work and will be held responsible for any such damage caused by him or his agents, directly or indirectly.

4.15 Quoted Rates to be all inclusive

The contractor shall supply at his cost all materials (except such special material, if any as may be in accordance with the contract be supplied from, the Engineer-in-charge's stores) plants, tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements or the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charges the requisite number of persons with the means that the materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time for the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit, but delay on this account, if any, will not be reckoned by the company. The contractor shall also provide all necessary fencing and lights required to protect the public accident and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay the damages and costs which may be awarded in any such suit action proceeding to any such person or persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

The contract includes clearance, leveling and dressing of site within a distance of 50 m of the building on all sides of all redundant stores, materials etc. brought by the contractor for the work except where the building adjoins another building.

The contractor shall arrange to protect at his own cost in an adequate manner all stone work and other work requiring protection and to maintain such protection as long as work on the building is in progress. He shall remove and replace this protection as required by the Engineer-in-charge from time to time. Any damage to the work so protected, no matter how it may be caused shall be made good by the contractor free of cost.

All templates, forms, moulds, centering, false work and models which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work shall be provided by the contractor free of cost.

4.16 Subletting of Contract

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt to do so or becomes insolvent or commences any insolvency proceedings or make any composition with the creditors or attempts to do so or any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise shall either directly indirectly be given, promised or offered by (he contractor or any of his servants or agents to any employee of the Company in any way relating to his office or employment, or it any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the company and the same consequences shall endure as if the contract had been rescinded under the relevant clause and in addition the contractor shall not be entitled to recover or being paid for any work therefore actually performed under the contract.

4.17 Lump sum Work.

When the contract includes lump sum in respect of the parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under the contract for such items or it the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may in his discretion pay the lump sum amount entered in the contract and the certificates in writing of the Engineer-in-charge shall be final and conclusive against the contract with regard to any sum or sums payable to him under the provisions of the clause.

4.18 Works for which specification not mentioned

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of Schedule A-2, such work shall be carried out in accordance with the detailed specifications and in the event of there being no specifications work will be carried out in all respects and also in accordance with the instructions and requirements of the Engineer-in-charge.

4.19 Reduced Rates

In cases where the items of work are not accepted as so complete, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

4.20 Progress to accommodate working of other contractors

If the progress of the work has fallen as much in arrears as to prevent other contractors on the work from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim put in by any of these contractors for the expenses of keeping their labour unemployed to the extent considered reasonable by the Engineer-in-charge.

4.21 Employees of the contractor

The Engineer-in-charge may require the removal within twenty four hours by the contractor of any, agent, Engineer, Overseer, Foreman, Workman or other person employed by him on the work contracted for and in the event of the contractor refusing or neglecting to comply with such requisition no further payment will be made on account of the work until the said removal is carried out and the Company shall not be liable for any compensation whatsoever.

4.22 Dismantling & Disposal thereof

Contractor in course of the work should understand that all materials e.g. stone and other materials, obtainable in the work of dismantling etc. will be considered as the Company's property and will be disposed off the best advantage of the Company.

4.23 Protection to plantation

The contractor shall not fire to any standing jungle trees, brushwood or grass without a written permit from the Engineer-in-charge.

When such permission is given and also in all cases when destroying, out or dug up trees brushwood, grass etc. by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. Any damage caused by the spreading of such fire, whether in or beyond the limits of the Company's property shall be made good by the contractor within a period specified by the Engineer-in-charge or on default the amount of the damage may be made good by the Engineer-in-charge the expense being recovered from the contractor as damages in the manner prescribed in clause I, or deducted by the Engineer-in-charge from any sums that may be due or become due from the Company to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action law proceedings that may be brought by any person for injury sustained owing to neglect or precautions to prevent spread of fire and shall pay any damages and cost that may be awarded in consequences.

4.24 Recovery of claim against the contractor

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract the company shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum/recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the company. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Company, on demand the balance remaining.

4.25 Technical Examination & Audit

The Company shall have right to close an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment to the final bill and if as a result of such Audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner prescribed elsewhere in the tender or in any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

Signature of the tenderer

Witness:

Address:

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD.
(A Government of Rajasthan Enterprise)
UDAIPUR

General Information about the Tenderer

| | | | | |
|--|--------------|--------------|--------------|--------------|
| Name and address of Tenderer | | | | |
| Name of Contact Person with Phone/Fax No./E-Mail | | | | |
| Whether Individual, Firm or Company | | | | |
| Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation) | | | | |
| Name of Partners/Directors | | | | |
| Turnover (in Rupees) | 10-11 | 11-12 | 12-13 | 13-14 |
| Name & Address s of Banker(s) | | | | |
| PAN No, | | | | |
| Service Tax Registration No. | | | | |
| PF Account number | | | | |
| If tenderer is in any other business also Please specify | | | | |
| Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate | | | | |
| Others (specify) | | | | |
| Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch | | | | |

(Signature of Tenderer with seal)

PART – I (Technical Bid)**Name of work** : Painting of Steel Structures at IBP, Jhamarkotra Mines, Distt. Udaipur**NIT No.** : RSM/CO/GGM (Cont)/ Cont-08/14-15/ Dated: 15.07.2014**Pre- qualifying criteria – (Turnover :)**

| Year | Turnover (Attested copy of CA certified Balance Sheets of last four financial years & other appropriate proof i.e. Form -16 are enclosed.) |
|-----------|--|
| 2010-2011 | |
| 2011-2012 | |
| 2012-2013 | |
| 2013-14 | |

Signature of tenderer with address.

DECLARATION

(On the letter head of the tenderer firm)

I/We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid".

If any such additional condition and/ or deviation is found in the "Price Bid", then same may be ignored and treated as withdrawn from our side.

Signature with name & seal

Date
Place

PRICE OFFER - (PART-II)
(To be enclosed in separate envelope)

RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprises)

FORM OF 'G' SCHEDULE

Name of Work: Painting of Steel Structures at IBP, Jhamarkotra Mines, Distt. Udaipur

Time period : 4 months

| S. N | Particulars | Unit | Qty. | Rate | Amount |
|------|---|------|----------|-------|-------------------|
| | Part-A: BSR Items | | | | |
| 1 | Applying priming coat with ready mix Zink Chromate, Yellow primer of approved brand (Asian /Bergar/Nerolac/Salimar paints) and manufacture on steel galvanized Iron/Steel wire. | sqm | 15000.00 | 22.00 | 330000.00 |
| 2 | Painting with acid proof paint of approved brand and manufacture of required colour to give an even shade: Two or more coats on new work | sqm | 15000.00 | 55.00 | 825000.00 |
| 3 | Miscellaneous works @ 4.50% | | | | 51975.00 |
| | Total of Part-A | | | | 1206975.00 |
| | Part-B: Non-BSR Item | | | | |
| 1 | Cleaning of steel structure and equipments in running condition of plant at all height and depth including removal of loose non adherent rust, dust by wiping, all oil/grease/deposited salt to be cleaned off and surface preparation through mechanical, hand/power tools like scrapper, wire brush, emery/sand paper, grinder etc. as per direction & satisfaction of Engineer Incharge, with all tools, tackles, scaffolding material, hose pipe, safety articles/appliances like net, belts, etc. complete in all respect. | sqm | 15000.00 | | |
| | Total of Part-B | | | | |
| | Total of Part-A & B | | | | |

Terms & Conditions:

- Part-A of this schedule is based on PWD, BSR-2013 for which the contractor shall quote rates as at par /percentage (%) above or below the schedule which is inclusive of all taxes, duties except service tax.

2. Part-B of this schedule is based on non BSR Item for which the contractor shall quote rates on item rate basis, which is inclusive of all taxes, duties except service tax.
3. Any error or omissions shall be governed by respective part of the said BSR.
4. All statutory deductions shall be made as per relevant provision.
5. Before start of work & after completion of work, site should be photographed and attested.
6. All construction material receipt should be supported with gate pass.

- A) I / We hereby agree to execute / undertake the above detailed work @.....% (in figures)
.....Percent (in words) above / below the Part-A of G - schedule.
- B) I/We hereby agree to execute/undertake the above detailed work of Part-B on the rate quoted above.

Name & Signature of tenderer

Address & Phone

CHECK LIST

The tender is to be submitted in two parts i.e. Part “A” Techno commercial bid & Part “B” Price Bid. Both the envelopes shall be separately sealed & marked. Further both the sealed envelopes shall be sealed & submitted in a separate envelope on or before the due date of opening.

The tenders (respective part) should contain the following:

Part “A” Techno commercial bid

1. The declaration as per Form ‘C’ on the official letter head of the tenderer / firm.
2. The requisite earnest money in form of Demand Draft.
3. One set of tender documents alongwith conditions of the contract with all the forms duly filled (*except price offer form*), and each page duly signed and stamped as token of acceptance of terms & conditions
4. All the requisite information as per Form A & Form B. Additional sheets can be attached but the format should remain the same.
5. Attested Copy of CA certified Balance Sheets and Profit & Loss Account in support of turnover.
6. Complete set of documents as per clause 2.0 of section II.

Part “B” Price Bid

1. Price Bid duly signed on each page & all the columns filled up in figures as well as words.

General

Both the bids shall be appropriately marked & sealed in independent envelopes. The two envelopes will be further sealed in another envelope and the same will be deposited on or before the due date & time at the following address:

Group General Manager (Contracts),
Rajasthan State Mines & Minerals Limited
Corporate Office, 4- Meera Marg,
Udaipur- 313 001,
Rajasthan

AFFADAVIT

(on non judicial stamp paper worth Rs10/-)

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

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

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

AFFADAVIT

(on non judicial stamp paper worth Rs10/-)

Tender No.....

Name of Tenderer.....

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

resident of.....on behalf of the

tenderer i.e. M/s.....hereby undertake oath

and state as under:

- 1) I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- 2) I/we have not been banned/suspended/de-listed by RSMML.
- 3) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- 4) I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
- 5) That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- 6) I hereby declare that the service tax component on this work if awarded to me will be.....% on% of work value as per applicable rules of Service tax.
- 7) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.

Signature of Tenderer(s)

With Seal

Date:-----

Place:-----

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 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
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) Filing an appeal

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

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