



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e- TENDER DOCUMENT

For

“TENDER DOCUMENT FOR MAINTENANCE OF EPABX & TELEPHONE INSTRUMENTS, CABLING ETC. FOR JHAMARKOTRA MINES & CORPORATE OFFICE, UDAIPUR”

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/23-24 Dated 08.08.2023

**Issued by
Head (Contracts),
Corporate Office,
RSMML, Udaipur**

Cost of Non Transferable Tender Document: 590/- (inclusive of taxes)

Date of downloading of Tender: From 08.08.2023 to 04.09.2023 up to 1.00 pm

Last Date of submission of online Tender: 04.09.2023 up to 3.00 pm

Date of Opening of Techno-commercial Part: 05.09.2023 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)2428763-67,
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SBU & PC - Rock Phosphate,
Jhamarkotra Rock Phosphate
Mines, Post: Jhamarkotra -
313015, UDAIPUR
Phone: 0294-2342441-45 FAX:
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RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001,

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

Email:- contractsco.rsmml@rajasthan.gov.in

Ref. no :-e-tender no. RSMM/CO / GGM(Cont)/Cont-08/2023-24 Dated: 08.08.2023.

E-DETAILED NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through www.eproc.rajasthan.gov.in:-

Brief Description of work	Period of contract	Bid Security / EMD in (Rs)
Maintenance of EPABX & telephone instruments, cabling etc. for Jhamarkotra mines & Corporate office, Udaipur.	02 years	16,600/-
Cost of tender document Rs. 590 (non-refundable) is inclusive of GST, payable in Cash or DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"		
Processing Fee	Rs. 500/- payable by DD in favour of MDRISL, payable at Jaipur	
Period of downloading of documents	From 08.08.2023 to 04.09.2023 up to 1.00 pm	
Last Date & Time of online Submission of offer	Dated 04.09.2023 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 05.09.2023 at 3:30 pm, at C.O. Udaipur	

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

- Original Equipments Manufacturers/ Authorised Dealers/ experienced firms having experience of maintaining identical type of equipments /installations etc. should submit their offer along with copy of work order executed and certificate of work completion in last three FY years 20-21, 21-22 & 22-23 as a proof of past experience. Copies of such contract executed are to be enclosed along with the offer.

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

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

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

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

The bidders/ tenderers who have been banned/ suspended by the company may not be able to participate during the banning / suspension period.

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

Offers sent by any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

Head (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, Interpretations

1.0 DEFINITIONS

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

- 1.1.1 **Alteration/Variation order means**, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.1.2 **Appointing Authority** wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.3 **Approved shall** mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.4 **Commencement of work** shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 1.1.5 **Completion Certificate** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 1.1.6 **Contract Document** shall mean collectively tender documents, telex/letter of acceptance, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 **Contract Rate** or “**Schedule Rate**” or “**Rate of Remuneration**” means rate(s) entered in figures and words in schedule/s by the Contractor and/or rate(s) **accepted** by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.1.8 **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 acceptance awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.9 **Contractor** shall mean the firms, who’s tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 1.1.10 “**ED (Admin)** ” shall mean ED (Admin) for corporate office, RSMML or his successor in the office so designated by the Company.
- 1.1.11 **Engineer-In-Charge** or “**Officer-In-Charge**” shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.1.12 “**Group General Manager (Contract)/General Manager (Contract)/Head**” shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.1.13 **Head of the SBU & PC- Rock Phosphate** or “**Group General Manager**” shall mean Group General Manager for the SBU & PC – Rock Phosphate of RSMML or his successor in the office so designated by the Company.

- 1.1.14 Letter of acceptance** shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/Fax
- 1.1.15 Managing Director** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.16 Mines** shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 1.1.17 Notice** or “**Notice in writing**” or “**written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.18 RSMML** or **Company** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Jan path, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.19 Specifications** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.20 Tender** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

1.2 INTERPRETATIONS

- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.1.1 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate (for Work I) and FA (for Work II)of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the **Contractor**.
- 2.1.2 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.1.3 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing

- person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.1.4 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
 - 2.1.5 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
 - 2.1.6 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
 - 2.1.7 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
 - 2.1.8 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
 - 2.1.9 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.
 - 2.1.10 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

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

with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

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

3.2 Tender Procedure

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

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

- 3.5 ONE BID PER TENDERER:** Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.
- 3.6 COST OF BIDDING:** The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

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

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

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

ADDENDA/CORRIGENDA

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

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

3.18 The tenders shall be submitted online as prescribed above in the tender document and the following documents should be uploaded online:

- i. Power of Attorney in favour of the authorized representative signing the tender, as required.
- ii. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer/ notary public as the case may be.
- iii. Copy of PAN and GST Number.
- iv. Exceptions & deviations statement” to be submitted by the tenderer in FORM-D.
- v. Provident Fund Account Number of establishment and its effective date or undertaking as per annexure I of tender document.
- vi. Common undertaking as per annexure-II & IV of tender document.
- vii. Duly filled FORMS A ,B,C & D of tender document.

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

3.20 PART-II Price Bid’ (BOQ)

- (a) The ‘Price Bid’ shall be submitted online in the prescribed format. The bids not received in the prescribed format available online at <https://eproc.rajasthan.gov.in> are liable for rejection. In case the bid in any other format was uploaded by the bidder the same is liable to be rejected and will not be considered for evaluation.
- (b) The tenderer is to quote the rate only for the relevant part of BOQ-1 /BOQ-2 for tendered work (BOQ1 Work I for Jhamarkotra Mines & BOQ 2 for Work II Corporate office) in the prescribed price format in BOQ 1 & BOQ 2 {whichever is applicable} as provided in the tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.
- (c) Bidders opting for only one option out of part A & Part B work shall quote relevant BOQ1/2 as the case may be). Bidders opting for combined work shall quote the rates for both BOQ1 & BOQ 2. Price quoted in elsewhere/other options shall be summarily ignored. Any error in quoting the rates may result into disqualifying the bidder from financial evaluation.
- (d) The rates are to be quoted in Rupees as per the price format.

- (e) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS/DELAYED BID

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

- 3.25 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 3. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

BID SECURITY / EARNEST MONEY

- 3.26 The tenderer must pay Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft/Banker's cheque in favour of "RSMML" and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.27 The earnest money of a tenderer 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 submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv. If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

- v. If the work is not commenced within prescribed period.

VALIDITY

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

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

EVALUATION OF TECHNO-COMMERCIAL BID

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

3.35 CRITERIA FOR DECIDING LOWEST TENDERER:

The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder for each option separately (i.e. Work I & Work II)as offered [in prescribed price format performa BOQ1& BOQ2 respectively]

The tenderer whose quoted rate is resulting into the lowest financial outgo (option wise separate for each option) for the company will be considered as L1 bidder. Financial out go shall be computed as “(quoted rate by the tenderer) × (total contract period).

NEGOTIATIONS

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

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

3.37 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them

CORRECTION OF ERRORS

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

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

3.39 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

3.40 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company’s processing of Bids or award decision may result in rejection of his bid.

3.41 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

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

Interference with procurement process

- 3.43 In case the bidder
- a. Withdraws from the procurement process after opening of financial bids;
 - b. Withdraws from the procurement process after being declared the successful bidder Fails to enter procurement contract after being declared the successful bidder;
 - c. Fails to provide performance security or any other document or security
 - d. 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 procurement , whichever is less.

SIGNING OF THE CONTRACT AGREEMENT

- 3.44 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 20 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

- 3.45 The contract agreement shall consist of –
- a. An agreement on non-judicial stamp paper of appropriate value,
 - b. Tender document, along with the addenda/corrigendum, if any.
 - c. Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - d. Agreed Variation, if any,
 - e. Any other document as mutually agreed.

RIGHTS OF COMPANY

The Company reserves the right –

- a. to reject any or all the tenders, in part or in full, without assigning any reason there to,
 - b. not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - c. to further split the work amongst more than one contractor if considered expedient at the sole discretion of the Company.
 - d. to increase / decrease the period of contract and scope of work without any additional obligation on it.
 - e. not to carry out any part of work.
 - f. to reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.46 The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or

any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

REFUSAL / FAILURE

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

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.6 The successful tenderer shall furnish a Security Deposit of 10% of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner.
- 4.7 The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.8 The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him”
- 4.9 “The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from his each running @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.”

- 4.10 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 4.11 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 fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.12 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.9 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.11 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.12 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.13 No interest is payable on Security deposit amount.
- 4.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

4.15 ADDITIONAL PERFORMANCE SECURITY.-

- (1) In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of

Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation :

For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
 - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

PROVIDENT FUND

- 4.15 The contractor shall be wholly responsible for complying with the fulfillments 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.
- 4.16 Such contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act are required to submit an affidavit on stamp paper of appropriate value as per annexure.
- 4.17 The Contractor shall remit the PF due to the Regional Provident Fund Commissioner under intimation to the Company. The contractors who are not coming under the purview of Employees Provident Fund and Miscellaneous Provisions Act but are required to deposit the PF due to the applicability of the Contract Labour (Regulation and Abolition) Act may deposit the PF with the RSMML's P.F. Trust. In case the contractor remits PF dues to the RSMML's PF Trust then an additional amount @ 1.10% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. The contractor will also furnish a list of manpower deployed alongwith the PF A/c no. and bank details etc.
- 4.18 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 and ECR 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.
- 4.19 Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from contractor through the EPFO website.

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS EMPLOYEES

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

applicable from time to time during the currency of the contract. The contractor shall have to pay applicable minimum wages to workers employed by him in case of any doubt/dispute in this regards the decision of labour department shall be final and binding upon the contractor. No claim whatsoever in this account shall be entertained by the Company.

- 4.21 The contractor shall bear all liabilities for employee employed by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- a The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.
 - b The contractor shall have to make all payments through Bank Account of the staff engaged by him every month latest by the 7th day of the following month. The minimum wages applicable at present are to be followed. The detail of wage payment should be enclosed with monthly bill raised by the contractor.

STATUTORY OBLIGATION

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

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

4.24 TAXES

- i The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).

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

4.25 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

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

The company shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

INDEMNITY

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

WAIVER AND LIABILITY TO PAY COMPENSATION:

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

4.28 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

4.30 MANPOWER FOR THE WORK:

- a) Required manpower as prescribed in the tender document for execution of the contractual work will be employed by the Firm and he will be wholly responsible to bear all wages/ salary , emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act,1923.
- b) RSMML will not in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the staffs engaged by the Firm for this work.
- c) If the Firm fails to pay to the staff any dues, RSMML may make arrangements for payment thereof after giving 15 day's notice to the Firm and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by RSMML.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

4.31 The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall employ and engage to the satisfaction of the Officer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Officer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Officer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

4.32 Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Officer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Officer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Officer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

4.33 The Contractor shall be responsible for the proper conduct and behaviour of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of

all consequent claims or actions for damages or injury or any other grounds, whatsoever.

4.34 DAMAGE TO PROPERTY:

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

4.35 LIENS:

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

4.36 CHANGES IN CONSTITUTION:

The Contractor shall obtain prior approval in writing of the Company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors. If prior approval as aforesaid is not obtained the Contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same.

4.37 TERMINATION:

- i. In case the Work is found to be unsatisfactory or in case of breach of contract the contract may be terminated after giving due notice. In such an event SD may be forfeited.
- ii. In case RSMML decides to terminate the contract, 10 days notice for the same will be given to the Firm.

4.38 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contractor if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the

cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract?

4.39 SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE OFFICER-IN-CHARGE

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

1. In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Jhamarkotra Mine, Udaipur and copy to authorized representative at the Jhamarkotra Mine, Udaipur, and
2. In the case of the Officer Incharge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

4.40 APPEALS:

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

4.41 DISPUTE, JURISDICTION:

- i. The place of the contract shall be Jhamarkotra Mines, Distt Udaipur (Rajasthan)/ Corporate office Udaipur. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Managing Director of the company shall be final and binding.
- ii. 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.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.0 APPLICABILITY

These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

5.1 Scope of work

- i. The contractor shall do regular & continuous comprehensive repair & maintenance and also remedial / preventive maintenance at customer's request /periodically for following works and associated installation at Jhamarkotra Mines and Corporate Office.
- ii. The contractor shall keep stock of adequate spares at site for immediate rectification of defects of fully digital EPABX system model BP 250 ERICSSON make and spares for telephone instruments.
- iii. All underground cables laid along the road shall be maintained by the contractor. Excavation if required to rectify the defect, shall be the responsibility of the contractor. Any damage / defects shall be attended immediately and the affected extension numbers will be put back in service. All cable-jointing kits and other accessories required to remove the cable fault shall be supplied by the contractor without charging any extra cost.
- iv. Cables/wires, battery, telephone instrument beyond economic repair, if required to be replaced shall be provided by RSMML and all other items will be provided by the contractor.
- v. Co-ordination with BSNL for booking and rectification of defective junction line etc.
- vi. Remedial maintenance of the equipments at customer's complaints shall be provided by the contractor during normal working hours and normal working days. Such maintenance shall include supply and fitment of all spare parts at contractor's own cost excluding cost of wires & cables that may need replacement from time to time with the understanding that part (or parts) fitted back immediately become USER's property and part (or parts) removed immediately become contractor's property and without putting the
- vii. contractor under any obligation to supply and fit only new or unused parts. Contractor's commitment under this contract being fulfilled if the supplied and fitted replacement part (or parts) result in the concerned units or system again becoming operational.

viii. A monthly maintenance report on Telephone/Work done shall be prepared in triplicate by the technician of the contractor and counter sign by the user's representative at Jhamarkotra Mines for payment purpose.

ix. A tentative quantity and maintenance of work particulars at Jhamarkotra Mines and Corporate office, Udaipur are as under :-

i) For Jhamarkotra Mines, Distt. Udaipur

(Part -A)

Description
AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make, DPs and Internal wiring and U/G cabling. (approx.10 km), Push button telephone instrument (170), Plan and Hands Free Telephone Instrument (5 nos), Maintenance of telephone cable from Jhamarkotra to Baghdara Colony(7 Kms. Approx) , existing 18 BSNL lines etc.

(ii) For Corporate Office, Udaipur

(Part -B)

Description
AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make ,DP's and internal wiring (Complete Office Building), Push Button Telephone Instrument (approx.100 Nos.), Plan 1+1 instruments and hands free telephone instruments (7 Nos.), existing 28 BSNL lines .

- x. Contractor will carry out shifting of telephone from one location to another free of cost. The quantity indicated against push button telephones and 1+1 plan instruments are approximate and are subject to + 10% variation. In case the number of instrument increased within 10% of indicated numbers then no extra payment will be made. If the quantity increased beyond 10% proportionate charges will be made.
- xi. The Contractor shall maintain and provide records of all his employees entering the mine in Form B &, form E registers as per provisions of Mines Rules, 'these registers duly maintained and updated should be kept in their office at the mine, so that the same is available for inspection by any statutory authority.
- xii. The successful Contractor shall have to obtain & produce labour license before commencement of the work
- xiii. The Contractor shall have to get his employees medically examined from competent medical practitioner as per directive of DGMS within a period of one month from the date of commencement of work.
- xiv. The Contractor should have a valid license from competent authority to engage contract labour under section 12 of contract Labour (Regulation & abolition Act 1970

- xv. A qualified technical person is required to be posted at Jhamarkotra Mines, Distt. Udaipur from 8.00 A.M. to 4.30 P.M. on every working day to look after the maintenance and rectify the faults. The contractor will not pay below minimum wages as prescribed by Central Govt. for industrial worker to their employee and will deposit the PF & ESI etc on his name. Company can ask at any time regarding proof of payment made to the concerned employee. RSMML will not provide any conveyance facility for above purpose. However, if contractor desires for residential accommodation, RSMML can provide the same, subject to availability, on monthly rental basis. He will keep good relation proper behavior with the employees of RSMML
- xvi. One Qualified technician (having complete knowledge of Telephone systems should also be deployed by the contractor at C.O., Udaipur for attending the faults on call basis. He will visit the site at least twice in a week.

5.2 Period of Contract

The contract shall remain in force for a period of two years from the date of issuance of DLOA. The contract can be extended for a period of one year on mutual consent on satisfactory completion of work as per RTPP Act at sole discretion of the Company

- 5.3 Payment will be made to the successful bidder on quarterly basis at Jhamarkotra and corporate office on production of bill separately.

5.4 COMPENSATION:

- i) In case the contractor fails to commence the work within 15 days from the date of issuance of DLOA then the compensation @0.5% of the total contract value on weekly basis plus applicable GST from the contractor if the delay is on account of the contractor. In the event the compensation exceeds 2% of the total contract value, then other provision including termination of contract, forfeiture of EMD, and withdrawal of DLOA shall apply at sole discretions of the company.
- ii) In case of total breakdown of EPABX more than 48 hours at a stretch, a penalty @ Rs. 1000/- per day plus GST shall be levied on contractor, similarly in case of breakdown of local telephone instrument a penalty of Rs.50/-per day can be imposed per instrument plus GST, if it will not repair within 48 hrs. However, total penalty will not exceed 5% of the contract value.

5.5 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 fulfillment of the contractual obligations. The work can be completed by engaging third party at the risk and cost of the contractor. In case during the period of the contract for service, the contractor does not rectify the fault/defects pointed out to him within the above specified time, the job will be got done from the open market at the contractor's risk and cost. In case the contractor's service are found unsatisfactory, the contract shall be terminated after giving one month's notice and the work shall be got done from the open market at the contractor's cost.

5.6 CLOSING OF THE CONTRACT

Within 60 days of the completion of the work in all respects, the Contractor shall be required to obtain from the Officer-In-charge completion certificates as to the

completion of work and clearing of the areas where he has worked if necessary.

When the Contractor fulfils all his/its obligations under the contract to the satisfaction of Officer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate with following details:

- a A certificate to the effect that no outstanding claims/payments are due to the persons employed in relation to this assignment by the Firm.
- b No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- c Indemnification Bond on Rs. 100/- Non Judicial stamp paper.
The Officer -In-Charge shall formally issue completion certificate within 60 days on receiving application from the Firm.

The Firm, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within 15 days from the date of issue of completion certificate, otherwise the Officer-In-Charge's certificate of the total amount payable for the work accordingly shall be final and binding on the contractor.

5.7 FINAL PAYMENT AND RELEASE:

On completion of the work and issuance of completion certificate, the Contractor shall submit his/its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

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

No claim shall be made or be filed by the Contractor and the Company shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract.

Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Officer-in-Charge or any other person relating to or effecting the work.

Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

Undertaking

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

For and on behalf of the tenderer

(Authorized Signatory)

Seal & Dated

LETTER OF SUBMISSION OF TENDER

DATE:

FROM:

To:

The Head (Contract)
Rajasthan State Mines & Minerals Ltd.,
4,Meera Marg , UDAIPUR - 313001 (Raj).

Sub: "TENDER DOCUMENT FOR MAINTENACE OF EPABX & TELEPHONE INSTRUMENTS, CABLING ETC. FOR JHAMARKOTRA MINES & CORPORATE OFFICE, UDAIPUR."

Ref: **e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/23-24 Dated 08.08.2023**

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money (as per NIT) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

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

Date:

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

Witness

Name in Block Letters: Full Address

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

(On the letter head of the tenderer)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/23-24 Dated 08.08.2023

Name of Tenderer _____

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

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
4.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
5.0	Turn over during last 3 financial years.	2020-21 2021-22 2022-23
5.1	Duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
6.0	Whether the tenderer has accepted terms and conditions of this Tender by signing on each page of this Tender.	Yes / No.
7.0	Whether the Tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes/No. If yes, please provide details as per Exception and Deviation statement.
8.0	Affidavait on non-judicial stamp paper that Tenderer is not having or had any litigation with the company,if any, give details.	
9.0	Details of Earnest money deposited	
10.0	PAN No.	
11.0	PF account No.	
12.0	GST no	
13.0	MSMED registration if any.	

14.0	List of Professional persons employed with the Firm showing their qualification and experience.	
15.0	Undertaking that 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 enclosed with the "Price Bid" , then same may be treated as withdrawn from our side.	
16	Option Quoted	Option A Jhamarkotra Option B Corporate office Or Both

Authorized signatory

Name of the Tenderer: -----
 Designation/ Relationship of the
 Authorized Signatory with the tenderer:
 Date: -----
 Place: -----:

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

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

(Authorized Signatory)

Date: -----

Place: -----

(On the letter head of the tenderer)

EXCEPTIONS AND DEVIATIONS

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-08/23-24 Dated 08.08.2023

Name of Tenderer _____

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

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

**Signature of tenderer(s)
With the seal**

"PRICE-BID" Performa

To be submitted strictly online in the prescribed format provided at
<https://eproc.rajasthan.gov.in>

(i) For Jhamarkotra Mines, Distt. Udaipur

BOQ-1 (Part -A)

Work description	Lump sum Annual Maint. charges (Rs.) Excluding GST
<p>AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make, DPs and Internal wiring and U/G cabling. (approx.10 km), Push button telephone instrument (170), Plan and Hands Free Telephone Instrument (5 nos), Maintenance of telephone cable from Jhamarkotra to Baghdara Colony (7 Kms. Approx) , existing 5 BSNL lines etc..</p>	<p>Rates to be quoted online in the prescribed format at www.eproc.rajasthan.gov.in</p>

Note

- (1) Rates are to be quoted on Lumpsum basis for Annual maintenance for Part A & B separately
- (2) Rates will be exclusive of GST and all govt. taxes as applicable on producing required documents/ challans etc.

(Signature of tenderer)

Name & Address of Firm

Mobile No.

E-Mail :

"PRICE-BID" Performa

To be submitted strictly online in the prescribed format provided at
<https://eproc.rajasthan.gov.in>

ii) For Corporate Office, Udaipur**BOQ-2 (Part -B)**

Description	Lump sum Annual Maint. Charges (Rs.) Excluding GST
AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make ,DP's and internal wiring (Complete Office Building), Push Button Telephone Instrument (approx.100 Nos.), Plan 1+1 instruments and hands free telephone instruments (7 Nos.), existing 28 BSNL	<div style="border: 1px solid black; border-radius: 50%; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center; text-align: center;"> <p>Rates to be quoted online in the prescribed format at www.eproc.rajasthan.gov.in</p> </div>

Note

- (1) Rates are to be quoted on Lumpsum basis for Annual maintenance for Part A & B Separately.
- (2) Rates will be exclusive of GST and all govt. taxes as applicable on producing required documents/ challans etc.

 (Signature of tenderer)

Name & Address of Firm

Mobile No.

E-Mail :

Undertaking for PF declaration on non-judicial stamp paper of Rs. 50

(For those who do not have the PF registration no.)

AFFIDAVIT

IS/o Shri
aged.....Years , resident of
.....on behalf of the tenderer

M/shereby undertake oath and state as under:

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

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

AFFIDAVIT

(on non judicial stamp paper of Rs.50)

Name of Tenderer.....

I..... S/o Shri.....agedYears,

resident of..... on behalf of the tenderer i.e. M/s..... hereby

undertake oath and state as under:

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

Signature of Tenderer(s)

(Authorized Signatory)

With Seal

Place:

Date:

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following

matters, namely:-

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

e. applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

3.5 Particular of appellant:

- a. Name of the appellant:
- b. Official address, if any:
- c. Residential address:

3.6 Name and address of the respondent(s):

- a.
- b.
- c.

3.7 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:

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

3.9 Number of affidavits and documents enclosed with the appeal:

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

3.11 Prayer:
.....

Place
Date
Appellant's Signature

Additional Conditions of Contract**3.12 Correction of arithmetical errors**

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by any PSU bank(Except SBI)/ICICI/Axis/HDFC Bank having its Branch office at Udaipur on non-judicial stamp paper of value 0.25% of BG amount subject to maximum of 25000 or on appropriate value as per Indian stamp act prevailing on the date of issuance of BG)

B.G ----- Dated -----

This Deed of Guarantee made between -----
PSU/ICICI/Axis/HDFC Bank having its registered office at _____ and its head office at _____

_____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its

context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm (address of registered/RO.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no. _____ dated _____ issued in favour of

the Contractor and agreement dated _____ entered into between RSMML and M/s. _____ (Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by the said letter of Acceptance/agreement on production of unconditional and irrevocable

Bank Guarantee for Rs _____ (Rs. _____) being equivalent to _____ % of Contract value of Rs. _____

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

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____

against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the

agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further **extended** by the bank.

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

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

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

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

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

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

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

IN WITNESSETH I, HEREBY _____ SON
OF _____
(designation) _____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at
this the day _____ of _____ 201 .