



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

e- TENDER DOCUMENT

FOR

**Construction of Cement Concrete road from Peepli Tiraha to S-
Curve and Repairing of Various BT Roads at Jhamarkotra
Mines, Distt. Udaipur (Rajasthan)**

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-10/2022-23/ Dated 29.08.2022

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

Cost of Non Transferable Tender Document: Rs. 4720/- (inclusive of GST)

Date of downloading of Tender: From 29.08.2022 to 28.09.2022 up to 1.00 pm

Last Date of submission of online Tender : 28.09.2022 up to 3.00 pm

Date of online opening of Techno-commercial Part: 29.09.2022 at 3.30 pm

Registered Office:

C-89 Jan path Lal Kothi Scheme, Jaipur -302 015
Phone:0141-2743734
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Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
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SBU & PC - Rock Phosphate,

Jhamarkotra Rock Phosphate Mines, Post:
Jhamarkotra - 313015, UDAIPUR
Phone: 0294-2342441-45FAX: 0294-
2342444



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001 ,
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739

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



Ref. no :- e-Tender No. RSMM/CO/GGM(Cont)/Cont-10/22-22

Dated: 29.08.2022

DETAILED E-NOTICE INVITING TENDER

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

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Construction of Cement Concrete road from Peepli Tiraha to S-Curve and Repairing of Various BT Roads at Jhamarkotra Mines, Distt. Udaipur (Rajasthan)	390.00 Lacs	9 months	Rs. 7.80 lac by DD
Cost of tender document is Rs. 4720/- inclusive of GST, payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs.1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of tender documents	From 29.08.2022 to 28.09.2022 up to 1.00 pm		
Last Date & Time of online Submission of offer	28.09.2022. up to 3.00 pm		
Date of opening of Techno Commercial offer	29.09.2022 at 3.30 pm at C. O. Udaipur		

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

- The bidder should have minimum turnover from any business of Rs. 195.00 lacs in any one of the immediate four preceding financial years 2018-19, 2019-20, 2020-21 & 2021-22.

Or

Any Contractor who is registered with PWD/ PMGSY/ NHAI/UIT with minimum "A" class contractor.

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 downloaded 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 techno-commercial part 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 company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

Tenderer(es) who have been banned/ suspended by the company or any government organisation/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than 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.

Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

Group General Manager (Contracts)

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

SECTION - I

DEFINITIONS

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

- 1.1 “**RSMML**” or “**COMPANY**” shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90 , Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 “**Contractor**” shall mean the person or persons, firm or company , whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 “**Statutory obligations(s)**” would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 “**Approved**” shall mean approved in writing by the Company/Eng ineer-In-Charge/Officer-in-Charge.
- 1.5 “**Appointing Authority**” wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 “**Managing Director**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 “**Contract**” shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 “**Contract Rate**” or “**Schedule Rate**” or “**Tendered Rates**” or “**Rate of remuneration**” means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 “**Detailed Specifications**” shall mean the specifications for materials and works as specified in PWD BSR/ issued under the authority of PWD/ or as implied/added to or superseded by the special conditions.
- 1.10 “**Basic Schedule of Rates or BSR**” shall mean the schedule of rates issued under the appropriate authority of PWD from time to time. Words imparting the singular number include the plural number or vice versa.
- 1.11 “**Engineer-in-Charge**” shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.

- 1.12 “**Group General Manager (Contract)**” shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.13 “**Group General Manager (Phos)**” shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.14 “**Agent**” shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.15 “**Mines Manager**” shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.16 “**Letter of acceptance**” (LOA)/ “ **detailed letter of Acceptance**” (DLOA) shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.17 “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.18 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.19 “**Tender**” shall means collectively the offer submitted in r esponse to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

SECTION - II

INSTRUCTIONS TO THE BIDDERS

SUBMISSION OF OFFERS

- 2.1 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.
- 2.2 The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded 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.
- 2.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 2.4 A copy of 'Bid Securing', 'e-Tendering Processing Fee' and 'Cost of Bid Document' receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.5 The DD towards the 'Cost of Bid Document' and 'e-Tendering Processing Fee' along with original affidavits as per annexure-I, II and 'H' 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 of each envelope 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 offer of the tenderer shall be rejected.
- 2.6 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & 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 himself in all respect before the submission of offer.
- 2.7 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matter whatsoever that might affect the execution of the works at the scheduled rates & to have satisfy 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 to 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 & magnitude of the works & requirement of the materials, equipments, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing

similar & same type of work etc & as to what all works he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The contractor shall be deemed to have visited site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation & store go-downs etc & all other factors involved in the execution of works.

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

TENDER PROCEDURE

- 2.9 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 2.10 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- 2.11 The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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.

BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

- 2.16 The tenderer must pay Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of “RSMML” and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the 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.

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

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the tenderer fails to furnish security deposit and/or fails to commence the work within

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

TENDER DOCUMENT FEE

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

E-TENDERING PROCESSING CHARGES

- 2.18 For each and every Bid submitted, a non-refundable Processing charge Rs. 1,000/-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 before the date and time of opening of the Tender.
- 2.19 The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- 2.20 At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 2.21 Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. 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.

ONE BID PER TENDERER:

- 2.22 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.

COST OF BIDDING:

- 2.23 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.
- 2.24 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorized him/her to sign on behalf of tenderer before submission of the tender.
- 2.25 Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- 2.26 Canvassing in connection with tenders is strictly prohibited for tenderer submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 2.27 Tenderers in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.

2.28 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:

2.29 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the company 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.

2.30 The company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.

2.31 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/CORRIGENDA:

2.32 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.

2.33 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

TECHNO COMMERCIAL OFFER:-

2.34 The Technical Bid Form will be in spreadsheet format. The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC).

2.35 The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.

2.36 The Technical Bid Form should not contain any Price indications strictly; otherwise the Bids will be summarily rejected.

2.37 Scanned copy of following document should be uploaded along with Part I of the offer

- i) One set of tender documents along with conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.
- ii) Power of Attorney in favour of the authorized representative signing the tender documents.
- iii) Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be. In case the tenderer/contractor makes any change in the constitution of

the firm after submission of the offer; they shall have to inform the company at the earliest.

- iv) Attested Copy of CA certified Balance Sheets and Profit & Loss Account in support of turn-over.
- v) Copy of PAN & GST Identification No.
- vi) Duly filled Form 'A' with General information about the tenderer.
- vii) Duly filled Form 'B' with details.
- viii) A certificate that price bid is in the prescribed format and no conditions have been attached to it as per Form 'C'.
- ix) PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per Annexure 'I'.
- x) Tenderer should submit an undertaking on Non-Judicial Stamp Paper as per Annexure 'II' of tender document.
- xi) Duly filled and signed Annexure 'IV' of tender document.

PRICE OFFER in BOQ form

- 2.38 The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format.
- 2.39 The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected.
- 2.40 The rates are to be quoted shall be only in INDIAN RUPEES (INR) only as per the price format. The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST.
- 2.41 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:

- 2.42 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 BIDS:

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

OPENING OF THE TENDER:

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

VALIDITY OF OFFERS

- 2.45 The tender offers should remain valid and open for acceptance, for a period of 120 days from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Work Performance Guarantee, as the case may be, shall be forfeited.
- 2.46 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 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:

- 2.47 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid;
- i. Meets the eligibility criteria;
 - ii. Has been properly signed, dated & sealed;
 - iii. Is accompanied by the required securities; and
 - iv. Is substantially responsive to the requirements of the bidding documents.
- 2.48 A substantially responsive bid is one, which confirms to all the terms, conditions, and pacification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;
- i. Which affects in any substantial way the scope, quality or performance of the work; and /or
 - ii. Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; 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:

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

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

- 2.53 The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as L-1 bidder. The total contract value will be arrived by adding G-Schedule amount and tender premium quoted by the bidder. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

NEGOTIATIONS:-

- 2.54 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.
- 2.55 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.
- 2.56 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.

AWARD OF THE CONTRACT:

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

CORRECTION OF ERRORS:

- 2.58 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;
- i. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
 - ii. 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
 - iii. Discrepancy in totaling 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.
- 2.59 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:

- 2.60 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.

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

INTERFERENCE WITH PROCUREMENT PROCESS:

- 2.62 In case the bidder
- i. Withdraws from the procurement process after opening of financial bids;
 - ii. Withdraws from the procurement process after being declared the successful bidder;
 - iii. Fails to enter procurement contract after being declared the successful bidder;
 - iv. Fails to provide performance security or any other document or security required in terms of the bid 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 Lacs rupees or ten percent of the assessed value of contract, whichever is less.

RIGHTS OF COMPANY

- 2.63 The Company reserves the right -
- i. To reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - ii. Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii. To increase / decrease the quantity and period of contract, without any additional obligation on it.
 - iv. Not to carry out any part of work.
 - v. To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 2.64 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.

SECTION - III

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION OF CONTRACT DOCUMENT

- 3.1 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.
- 3.2 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-In charge whose decision shall be final and binding.
- 3.3 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.

WORK PERFORMANCE GUARANTEE/SECURITY DEPOSIT

- 3.4 The rates of Work Performance Guarantee as per the prevailing terms and condition of the Company are @ 10% of total contract value. However the reduced performance security @ 3% of the total contract value is being solicited in compliance of the notification dated 18.12.2020 issued by finance department Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.12.2021. In case, The Govt. of Rajasthan either revises the rates of Work Performance Guarantee cum performance guarantee later at any date or does not extend the existing date of providing the benefits of reduced Work Performance Guarantee, the successful contractor would be bound to deposit the deferential amount toward performance security either through any options as specified below, with a period of 30 days of the demand raised by the Company. In case of non-payment of deferential amount in the stipulated amount the company may recover the same.
- 3.5 The successful tenderer shall initially furnish a Work Performance Guarantee of 3 % 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:
 - i.) The successful tenderer shall furnish Work Performance Guarantee @ 3% 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 defect liability period, 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.

- ii.) The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 3% 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 contractor and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful contractor 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 contractor. In the event of forfeiture of the Work Performance Guarantee, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
 - iii.) The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from his each running @ 3% of the amount of the bill.
- 3.6 The entire Work Performance Guarantee shall be refunded after the expiry of defect liability period plus a grace period of six months, provided the Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.
 - 3.7 The Work Performance Guarantee 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 Work Performance Guarantee will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
 - 3.8 The Company may deduct from the Work Performance Guarantee 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.
 - 3.9 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.
 - 3.10 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.
 - 3.11 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.

- 3.12 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 Work Performance Guarantee 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.
- 3.13 No interest is payable on S.D. amount.
- 3.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

3.15 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

- 3.16 The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 3.17 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 3.18 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of

PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-C) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.

- 3.19 However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- 3.20 Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from contractor through the EPFO website.

RATES & TAX DEDUCTION AT SOURCE:-

- 3.21 The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levis and duties, as applicable on this contract (up to last date of submission of bid).
- 3.22 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 in rates on whatsoever ground.
- 3.23 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 Work Performance Guarantee, as the case may be.
- 3.24 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 Work Performance Guarantee, as the case may be.
- 3.25 Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filed for relevant tax period.
- 3.26 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 3.27 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.

- 3.28 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.

COMPANY NOT LIABLE TO PAY COMPENSATION

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

ASSIGNMENT & ADDITIONAL CONTRACTS

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

LEGAL & STATUTORY OBLIGATIONS:

- 3.31 The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Motor Transport Workers Act, Motor Vehicle Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, RTPP Act or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.
- 3.32 The Contractor in whose favor the tender is awarded shall be required to furnish necessary information under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the GM (P&A) of the company before starting the work. The Contractor shall obtain license under the above act/s.
- 3.33 The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines and/or working thereof, during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

LIABILITY FOR ACCIDENT TO PERSONS

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

PROGRESS TO ACCOMMODATE WORKING OF OTHER CONTRACTORS

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

PROTECTION TO PLANTATION

- 3.37 The contractor shall not fire to any standing jungle trees, brushwood or grass without a written permit from the Engineer-in-charge.
- 3.38 When such permission is given and also in all cases when destroying, out or dug up trees brushwood, grass etc. by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. Any damage caused by the spreading of such fire, whether in or beyond the limits of the Company's property shall be made good by the contractor within a period specified by the Engineer-in-charge or on default the amount of the damage may be made good by the Engineer-in-charge the expense being recovered from the contractor as damages, or deducted by the Engineer-in-charge from any sums that may be due or become due from the Company to the contractor under this contract or otherwise.
- 3.39 The contractor shall bear the expenses of defending any action law proceedings that may be brought by any person for injury sustained owing to neglect or precautions to prevent spread of fire and shall pay any damages and cost that may be awarded in consequences.

OTHER RESPONSIBILITIES OF CONTRACTOR

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

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

APPEALS

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

DISPUTE & JURISDICTION

- 3.48 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the company shall be final and binding.
- 3.49 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.
- 3.50 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION - IV

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION OF PROPOSED WORKS

- 4.1 Various buildings and permanent structures such as Phosphate Bhawan, Crushing Plants, Dispensary, IBP, Mines Manager & Survey office etc. are inter-connected through paved roads of permanent nature. These roads being very old (around 25 years) are in damaged condition requiring major repair. The present condition of these roads is leading to unsafe transportation, adverse environmental conditions in the form of dust, losses in the form of spillage of finished product/ore etc.
- 4.2 Depending upon the severity of damage of roads, it is proposed to provide following 2 distinct treatments for repairing of these roads.
- (i) Road from Peepli Tiraha to S-Curve: This portion of road is mainly used by heavy motor vehicles like trucks and dumpers carrying product for sale. Water is also being sprinkled regularly over this road for dust suppression. Almost entire bituminous surface along with underneath base has got severely damaged. Therefore, it is proposed to construct cement concrete pavement over this stretch.
- (ii) Rest other roads i.e. IBP Chauk to MSF Office (Gate) via LGO, Base Camp Naka to Peepli, Approach Road to GGM Office and allied connecting roads: Almost entire bituminous surface has got worn out along with few pot holes over the area of road surface. Therefore, it is proposed to repair these pot holes covered with bituminous concrete with seal coat.
- 4.3 In addition to above, it is also proposed to construct road divider on road from Peepli Tiraha to S-Curve and unlined surface drains along various roads.

SCOPE OF WORK

- 4.4 The scope of work of the tender document is Construction of 1180 mtrs of Cement Concrete road from Peepli Tiraha to S-Curve and Repairing of 3065 mtrs of various BT Roads at Jhamarkotra Mines, Distt. Udaipur (Rajasthan) as per G-Schedule annexed with tender document.
- 4.5 The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
- 4.6 Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work, which shall have to be arranged by the contractor at his own level/cost.
- 4.7 The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar-boiler, sprayer etc.
- 4.8 The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.

PERIOD OF CONTRACT

- 4.9 The contractor has to complete all the mentioned work as per tender provisions during 9 months from the date of issue of Letter of Acceptance (LOA) /Detailed Letter of Acceptance (DLOA). This period of 9 months includes mobilization period of 15 days.

DEFECT LIABILITY PERIOD

- 4.10 Defect liability Period (DLP) for this work shall be 5 years from the actual date of completion of work. During DLP contractor shall maintain road works executed by him at his own cost. No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defects during Defect Liability Period.
- 4.11 The word “Maintenance of Road Works during Defect Liability Period” means
- (i) Routine maintenance of Road Works i.e. to keep the entire road surface and structure including pavement, road side and surface drains in Defect free conditions.
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality and
 - (iii) To repair damages due to improper drainage / drains, local flooding, depressions on roads etc.
- 4.12 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

RIGHT TO REVIEW PERFORMANCE.

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

POWERS TO DETERMINE THE CONTRACT

- 4.15 The Competent authority may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contractor and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-
- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner, comply with the requirements of such notice a

period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the or make winding up order.
 - (iii) If the contractor commits breach of any of the terms and conditions of the contract.
 - (iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers:-
 - (a) To determine and/or rescind the contract as aforesaid (*of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the Work Performance Guarantee of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.
 - (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
 - (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his Work Performance Guarantee or the proceeds of sale thereof a sufficient part thereof as the case may be.
- 4.16 In the event of any one or more of the above course being adopted by the competent authority the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless payable in respect thereof and he shall only be entitled to be paid the value so certified.

TERMINATION OF THE CONTRACT

- 4.17 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 15 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/Work Performance Guarantee without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 4.18 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 4.19 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving 15 days notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

RISK & COST

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

RECOVERY OF CLAIM AGAINST THE CONTRACTOR

- 4.21 Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract the company shall be entitled to recover such sum by appropriating, in part or whole, the Work Performance Guarantee of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum/recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the company. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Company, on demand the balance remaining.
- 4.22 In any-case in which any of the powers conferred by Clause 4.17 to 4.25 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall not with starting, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the, whole of his Work Performance Guarantee/Earnest Money and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.23 In the, event of the Engineer-in-charge putting in force, powers vested in him under the preceding Clause 4.17 to 4.25 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the

contractor of procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the 'same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Managing Director or duly authorised Engineer (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Managing Director or other duly authorised Engineer may remove them at the Contractor's expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Managing Director or other duly authorised Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

TIME EXTENSION

- 4.24 If the contractor shall desire an extension of the time for completion of the work in the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final & binding on the contractor) reasonable grounds be shown therefore authorize in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.
- 4.25 Failure or delay by the Company to hand over to the Contractor possession of the land necessary for the execution of the works, or to provide the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

COMPENSATION

4.26 **For Delay in commencement:**

In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA (mobilization period), the company shall recover a pre determined and agreed compensation @ 0.5% (zero point five percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds value of bid security (EMD) i.e. 2% of total contract value, then other provision including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company.

4.27 For Delay in completion:

In case the Contractor fails to complete the total job within stipulated period as given by the Company, and it is established that the delay is attributable to the contractor, the company shall recover a pre determined and agreed compensation @ 0.5% (zero point five percent) of total value of contract plus applicable GST on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value. The compensation levied by company, if any, will also attract GST as per prevailing rate.

FINAL CERTIFICATE

4.28 On completion of the work, the Contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the corporation and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realised by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor. Within ten/thirty days of the receipt of the notice Engineer-in-charge shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor, a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

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

PAYMENT OF BILLS

- 4.29 No payment shall be made for works estimated to cost less than Rupees Twenty Five Thousand till after the whole but in the case of works estimates to cost more than Rupees Twenty Five Thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then passed by the Engineer-in-charge. All such intermediate payment shall be regards as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfects or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contractor any part thereof in any respect of the accruing of any claim, not shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding the contractor in all respect.
- 4.30 The payment of final bill shall be made within 3 months of the submission of such bill. If there shall be any dispute about any items of work then the undisputed item or items only shall be paid within the period of 3 months. The contractor shall submit a list of the disputed items within 30 days from the disallowance waived and absolutely extinguished.
- 4.31 A bill shall be submitted by the contractor each month on or before the dated fixed by the Engineer-in-charge for all work executed in the previous month. The charges in the Bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, as the rates herein after provided for such works. The Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in respect.
- 4.32 Before taking any measurement of any work as referred to in above, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

EMPLOYEES OF THE CONTRACTOR

- 4.33 For the entire execution of this work, contractor shall engage one Civil Engineer as technical staff. The engineer should be available at site, whenever required by Engineer-in-charge to take instructions.

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

SPECIFICATION OF WORKS

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

SAMPLES OF THE MATERIALS

- 4.36 The sample of the materials to be used by the contractor shall be deposited 15 days in advance supported with relevant test reports of the sample in the office of Engineer In charge and be got approved by him before use.

TEST OF THE MATERIALS

- 4.37 Test of the materials and workmanship shall be conducted by the contractor on his expenses under acknowledgement of Engineer-in-charge. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the contractor qualified personnel as required under the contractor enlistment rules duly approved by the department shall have to be engaged at site by the Contractor. The department reserves right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

REJECTION OF MATERIAL

- 4.38 Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the contractor after expiry of 3 days period.

ADDITION, ALTERATION & SUBSTITUTION OF ITEMS

- 4.39 The Engineer-in-charge shall have powers to make alternation in or commissions from or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during to progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in written by the Engineer-in-charge and such alterations, commissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in a

manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he had agreed to do the main work, provided that additional quantities of each individual item shall not exceed 25% of the quantities provided against that item in the contract agreement and further provided that the cost of the work as executed by the contractor including cost of all additional, altered or substituted work shall not without mutual agreement exceed the tendered amount of the work by more than 10%.

- 4.40 The time limit for completion of the work shall be extended in the proportion that the additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates of such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions:-
- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
 - (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
 - (ii) If the rates for the altered, additional or substituted works cannot be determined in the manner specified in clause above, then the rates for such work shall be worked out on the basis of the schedule of rates of the district/area specified above mines/pus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rate for such part of parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
 - (iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clause above, then the contract or shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.
 - (iv) Provided that the Engineer-in-charge would also be at liberty to ask the contractor to execute such items, the rates of which are not provided in the B.S.R. of that area and also additional quantity over and above the limit of 25% against each item and 10% over the tendered amount of the work specified above, if in the opinion of the Engineer-in-charge the execution of such items through other agency is likely to hamper the progress of other items of work and its completion considerably required the contractor shall be bound to carry out all such extra work also if asked to do so. For all such extra items or additional quantity of work over and above the limit specified in para above, the contractor shall be

paid provisionally on the rates of all such additional work and extra items if any shall be decided and settled by arbitration,. Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before getting written instructions from the Engineer-in-charge regarding all such additional works or extra items at his own accord as lastly here herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out expenditure incurred by him prior to the date of issue of written instructions if any, as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge and shall have no claim for getting rates or such work settled through arbitration.

CURTAILMENT OF SCOPE

- 4.41 If the Engineer-in-charge shall at any time, and for any reason whatsoever think that any portion of the work should not be executed and could be withdrawn from the contractor, he shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 4.42 Provided that the contractor shall be paid the charges on the cartages only of materials actually and bonafidely brought to the site of the work by the contractor and rendered, surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such case the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less. In the case of such stores having been issued from Company's stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.
- 4.43 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use by the company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

RECTIFICATION OF DEFECT

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

rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

INSPECTION & SUPERVISION

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

HIDDEN WORKS

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

DAMAGE TO COMPANY'S PROPERTY

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

QUOTED RATES TO BE ALL INCLUSIVE

- 4.48 The contractor shall supply at his cost all materials (except such special material, if any as may be in accordance with the contract be supplied from, the Engineer-in-charge's stores) plants, tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the

purpose of satisfying or complying with the requirements or the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charges the requisite number of persons with the means that the materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time for the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his Work Performance Guarantee, but delay on this account, if any, will not be reckoned by the company. The contractor shall also provide all necessary fencing and lights required to protect the public accident and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay the damages and costs which may be awarded in any such suit action proceeding to any such person or persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

- 4.49 The contract includes clearance, leveling and dressing of site within a distance of 50 m of the building on all sides of all redundant stores, materials etc. brought by the contractor for the work except where the building adjoins another building.
- 4.50 The contractor shall arrange to protect at his own cost in an adequate manner all stone work and other work requiring protection and to maintain such protection as long as work on the building is in progress. He shall remove and replace this protection as required by the Engineer-in-charge from time to time. Any damage to the work so protected, no matter how it may be caused shall be made good by the contractor free of cost.
- 4.51 All templates, forms, moulds, centering, false work and models which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work shall be provided by the contractor free of cost.
- 4.52 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

SUBLETTING OF CONTRACT

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

entitled to recover or being paid for any work therefore actually performed under the contract.

CHANGES IN CONSTITUTION OF FIRM

- 4.54 Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement
- 4.55 where under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 4.54 hereof, and the same action may be taken, and the same consequences shall ensue, as provided in the said Clause 4.54.

LUMP SUM WORK.

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

WORKS FOR WHICH SPECIFICATION NOT MENTIONED

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

REDUCED RATES

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

DISMANTLING & DISPOSAL THEREOF

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

SAFETY & DIVERSION OF TRAFFIC

- 4.60 The contractor shall not obstruct and shall be held responsible for the safety of traffic and shall provide all watchmen lights, barriers, signs and fence necessary to prevent any accident or public or private damage or loss, and to regulate traffic during the progress of the work. Unless otherwise provided for by the specifications, he shall provide at his own

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

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

TECHNICAL EXAMINATION & AUDIT

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

UNDERTAKING:

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms& conditions of this tender.

Signature of the tenderer

TECHNO COMMERCIAL OFFER

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

General Information about the Tenderer

Name and address of Tenderer				
Name of Contact Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	2018-19	2019-20	2020-21	2021-22
Name & Address s of Banker(s)				
PAN No,				
GST No.				
PF Account number				
If tenderer is in any other business also Please specify				
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006) Act along with copy of certificate				
Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch				

(Signature of Tenderer with seal)

PART – I (Technical Bid)**(As per detailed E-NIT)**

Name of work : Construction of Cement Concrete road from Peepli Tiraha to S-Curve and Repairing of Various BT Roads at Jhamarkotra Mines, Distt. Udaipur (Raj.)

ref. e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-10/2022-23/ Dated 29.08.2022

Pre- qualifying criteria (Turnover :)

Financial Year	Turnover (Attested copy of CA certified Balance Sheets for any of last four financial years & other appropriate proof i.e. Form -16 are to be uploaded.)
2018-19	
2019-20	
2020-21	
2021-22	

Signature of tenderer with address.

DECLARATION
(On the letter head of the tenderer firm)

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

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

Signature with name & seal

Date
Place

"PRICE-BID" Performa**To be submitted strictly online in the prescribed format provided at****<https://eproc.rajasthan.gov.in>****FORM OF 'G' SCHEDULE**

Name of work: Construction of Cement Concrete road from Peepli Tiraha to S-Curve and Repairing of Various BT Roads at Jhamarkotra Mines, Distt. Udaipur (Raj.)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-10/2022-23/ Dated 29.08.2022

Time Period : 9 Months

S.N.	BSR Ref	Specification of works	Unit	Quantity	Rate	Amount
Part A - Construction of CC Road						
1	R-19/4.12	Wet Mix Macadam (Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mix plant, carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with vibratory roller to achieve the desired density.)	cum	2910.75	1034.00	30,09,715.50
2	R-33/6.1	Dry Lean Cement Concrete Sub-base (Construction of dry lean cement concrete Sub-base over a prepared sub-grade with coarse and fine aggregate confirming to IS: 383, the size of coarse aggregate not exceeding 25mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per table 600-1, cement content not to be less than 150 kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 MPa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing.) as per IRC SP 49-2014	cum	2259.75	2239.00	50,59,580.25

3	R-33/ 6.2	Cement Concrete Pavement (Construction of un-reinforced, dowel jointed plain cement concrete pavement over a prepared sub base with 43 grade cement @ 400kg per cum coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with mix form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, de-bonding strip, dowel bar, tie rods, admixtures as approved, curing compound, finishing to lines and grades as per drawing) as per MoRTH specifications: Clause no. 602, 112 and IRC 15-2011; using cement concrete M-30 pavement grade.	cum	4519.50	4704.00	212,59,728.00
Part B - Repairing of BT Road						
4	R-52/ 10.5(ii)	Filling pot - holes and patch Repairs with - Bituminous concrete, 40mm. (Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with hot bituminous meterail as per clause 504, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004.2) for grading ii Material	sqm	3472.00	244.00	8,47,168.00
5	R-22/ 5.2(iv)	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion pressure distributor at the rate of 0.30 to 0.35 kg per sqm on the prepared non-bituminous surfaces (cement concrete pavement) cleaned with Hydraulic broom as per Technical Specification clause 503.	sqm	34720.00	12.00	4,16,640.00

6	R-22/5.3 B (ii)	Bituminous Macadam (Providing and laying bituminous macadam with 100 - 120 TPH hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading premixed with bituminous binder,transported to site, laid over a previously prepared surface with paver finisher to the required grade,level and alignment and rolled as per clauses 501.6 and 501.7 to achieve the desired compaction) VG-30 for grading II (19 mm nominal size)	cum	868.00	4401.00	38,20,068.00
7	R-27/ 5.12	Seal coat (Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels,grade and cross fall using Type A and B seal coats) case-I : Type A by VG-30	sqm	17360.00	48.00	8,33,280.00
Part-C: Allied Development works (Drainage & Dividers etc.)						
8	R-40/ 8.13	Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous Surface (Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area,thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35.The finished surface to be level,uniform and free from streaks and holes)	sqm	613.00	452.00	2,77,076.00
9	R-39/ 8.8	Painting Two Coats on New Concrete Surfaces (Painting two coats after filling the surface with synthetic enamel paint in all shades on new plastered concrete surfaces)	sqm	350.00	61.00	21,350.00
10	R-12/ 3.24	Surface Drain in Soil (Construction of unlined surface drains of average cross sectional area 0.40 sqm in soil to specified lines, grades levels and dimensions to the requirment to clause 301 and 309. Excavated material to be used in ambankment within a lead of 50 meters (avarge lead 25 metres)) Mechanical means	mtr	1560.00	37.00	57,720.00

11	B-2/ 1.8	Earth work in excavation in foundation trenches or drains including dressing of sides and ramming of bottoms, lift up to 1.5 Mtr, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed within lead of 50 mtr. All kinds of soil.	cum	182.77	164.00	29,974.28
12	B - 12/ 3.2.7	Providing and laying in position cement concrete including curing compaction etc . Complete in specified grade excluding the cost of centering and shuttering. All work up to plinth level using crusher broken aggregate 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size	cum	148.29	2896.00	4,29,447.84
13	B - 24/ 5.1.7	Brick masonry in foundation and plinthwith bricks of class designation 75 in Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	171.39	3672.00	6,29,344.08
14	B-119/ 12.9.2	Plaster on new surface on wall in cement sand mortar 1:6 including raking of joints etc. complete fine finish: 20mm thick	sqm	514.62	140.00	72,046.80
15	B-125/ 12.52.1	Applying one coat of primer of approved brand and manufacture on wall surface including all scaffolding (new surface) Cement primer (on new surface)	sqm	1643.22	16.00	26,291.52
16	B-128/ 12.68.1	Painting with enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work	sqm	514.62	78.00	40,140.36
17	B-128/ 12.67.1	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade: Two or morecoats on new work including preparation of base with primer putty lippy complete in all respect.	sqm	1128.60	92.00	1,03,831.20
18	B- 6/1.30	Filling available excavated earth (excluding rock) in trenches plinth side of foundation etc. in layers not exceeding 20 cm in depth consolidation each deposited layer by ramming and watering including lead up to 50 mtr and with all lift.	cum	222.30	78.00	17,339.40

19	B-108/ 11.33	Providing & laying chequerred plain cement concrete embessed to specially manufactured non-slipping tiles of approved make 20mm thick laid on 20mm thick bed of cement mortar 1:6 jointed with neat cement slurry complete.	sqm	1026.00	331.00	3,39,606.00
20		Miscellaneous Works @ 4.50%				16,78,065.63
Total						389,68,412.86

Terms & Conditions:

1. Contractor shall quote rates inclusive of all taxes, duties except Goods and Service Tax.
2. G- schedule is Based on PWD BSR-2019 (Road & Bridge), District Udaipur and PWD BSR-2019 (Building), for which the contractor shall quote rates as at par / % age above or below on G-schedule which should be inclusive of all taxes, duties except GST.
3. Any error or omissions shall be governed by respective part of the said BSRs.
4. All statutory deductions shall be made from payment of bills as per relevant provision.
5. Before start of work & after completion of work, site should be photographed.
6. All construction material receipt should be supported with gate pass

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

Seal & Signature of tenderer

AFFADAVIT

(on non judicial stamp paper worth Rs. 50/-)

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

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

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

AFFADAVIT

(on non judicial stamp paper worth Rs. 50/-)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-10/2022-23/ Dated 29.08.2022.

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

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with 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 & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I 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.
- (7) I/We do hereby declare that I/we are not close relative of any employee of the company (close relative means Father, mother, Brother , sister , son , daughter and spouse) nor any such close relatives are associated with our firm as proprietor/partner/share holder/member/ directors.
- (8) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (9) 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.
- (10) I hereby declare that the GST component on this work if awarded to me will be of%

Signature of Tenderer(s)
With Seal

Date:-----

Place:-----

Additional conditions of Contract

1. Correction of arithmetical errors

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

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

If the Contractor 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 Contractor 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.

Declaration by the Contractor regarding Qualifications

Declaration by the Contractor

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

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

Date

Signature of contractor

Name:

Place

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

Provided that after the declaration of a Contractor as successful the appeal may be filed only by a Contractor 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 Contractor whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Contractor or prospective contractor or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Contractor or prospective contractor 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 Contractors in the bid process;

- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

- (ii) Name of the appellant:
- (iii) Official address, if any:
- (iv) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. ground of appeal
.....
.....(Supported by an affidavit)

7. Prayer:.....
.....

Place.....
Date.....

Appellant's Signature