



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

e-TENDER DOCUMENT
for the work of

**“OPERATION & MAINTENANCE
OF VARIOUS ELECTRICAL INSTALLATIONS
OF CRUSHING PLANT, 33 KV SUB-STATION ETC.
AT COMPANY’S SANU LIMESTONE MINES,
DISTT, JAISALMER”**

e-Tender No. RSMM/CO/GGM(Cont)/Cont-15/2020-21 Dated: 05.02.2021

***Issued by
GGM(Contracts),
4, Meera Marg, Corporate Office,
RSMML, Udaipur – 313001***

Cost of Non Transferable Tender Document: Rs.1180 /- (inclusive of GST)

Date of downloading of Tender From: 05.02.2021 to 03.03.2021 up to 1.00 pm

Last Date of Online submission of Tender: 03.03.2021 up to 3.00 pm

Date of Opening of Techno-commercial Part (Part I): 04.03.2021 at 3.30 pm

Corporate Office:

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Udaipur - 313 001
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Mines Office:

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RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001 ,
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739
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Ref. no :-RSMM/CO/ GGM(Cont)/Cont-15 /20-21

Dated:05.02.2021

DETAILED e- NOTICE INVITING TENDER

Online tenders are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individuals /Firms/Companies:

Brief Description of work	Bid security / EMD	Contract Period
Work for continuous operation & maintenance of electrical installations in crushing plant, 33 KV sub- station etc at company's Sanu Limestone Mines (54 KM from Jaisalmer).	Bid security declaration of Rs. 48420	Two (2) Years
Cost of tender document Rs.1180/- (non-refundable) is inclusive of GST, payable in Cash or DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"		
Processing Fee	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of documents	From 05.02.2021 to 03.03.2021 up to 1.00 pm	
Last Date & Time of online Submission of offer	03.03.2021 up to 3.00pm,	
Date of opening of Techno Commercial offer	04.03.2021 at 3:30 pm, at C.O. Udaipur	

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

- The tenderer should have minimum turnover of Rs. 12.11 lac in any of immediate three preceding financial years i.e. 2017-18, 2018-19 & 2019-20. in its own name.
- The contractor should possess a valid electrical contractor license issued by Govt. of Rajasthan.

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

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid, duly attested copy of audited balance sheet in support of turnover should be submitted in support of above. The decision of the company will be final and binding in this regard.

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

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

The tenderer who has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

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, Interpretations

- 2.1 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- i. "Company" shall mean the Rajasthan State Mines & Minerals Limited (RSMML) having its Registered Office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur- 302 015 (Rajasthan) including its successors in office and assignees or its representative.
 - ii. The "Managing Director" shall mean the Managing Director of RSMML.
 - iii. The "Group General Manager/ GGM-LS" shall mean the Group General Manager & Head of SBU & PC Limestone of company so designated or his successors in office.
 - iv. The "GGM (Contracts)" shall mean the General Manager (Contracts) of company so designated or his successors in office
 - v. The "Unit In-charge" shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
 - vi. "Agent" shall mean the Agent for Sanu Limestone Mines notified by the Company.
 - vii. "Mines Manager" shall mean the Mines Manager so designated for Sanu Limestone Mines by the Company.
 - viii. "Engineer in Charge"/"Authorised Officer" shall mean an officer of the Company specifically authorised for enforcing the agreement on behalf of company.
 - ix. "Approved" shall mean approved in writing.
 - x. "Tendered Rates" or "Work Rates" shall mean the rates entered in figures and words in schedule by the tenderer and accepted by the company, as payable to the tenderer for execution and performance of work.
 - xi. "Statutory obligation(s)" would include the entire obligations which are to be complied with as per the provisions of various existing legislation's applicable to mines/ working areas to those which may come into force during pendency of contract
 - xii. "Work and Work Agreement" shall mean the agreement between the company and the tenderer for execution of work. The agreement document shall mean collectively tender document, plans, and agreed variations (if any). Fax of Acceptance/Letter of Acceptance and other documents constituting the tender and acceptance thereof.
 - xiii. "Completion Certificate" shall mean the certificate to be issued by the Unit In charge/Engineer In charge after the work has been completed to his satisfaction and as per terms of contract.
 - xiv. "Plans" shall mean all map(s)/Sketch(s)/layout(s)/drawings as are incorporated and/or required from time to time in the work for proper execution of work.
 - xv. "Operation & Maintenance"- Operation means operation of the equipment/machines as specified in the respective operation manual. Similarly Maintenance means to carry out the maintenance as per daily/ weekly/ monthly /yearly maintenance mentioned in their respective maintenance manuals.
 - xvi. "operation manual" shall means the printed manual provided by the company for operation of the equipment/plant
 - xvii. "maintenance manual" shall means the printed manual provided by the company/suppliers for maintenance of the equipment/plant/unit
 - xviii. All headings and marginal notes to the various clauses to the work are solely for the purpose of giving a concise indication and not a summary of the contents thereof.
 - xix. In the work, unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires.

xx. The electrical and workmanship, etc. shall mean the work to be done under the relevant Indian Electricity Rules, Acts, Regulations, other Indian standards and the job specification, if any,

2.2 **INTERPRETATIONS:**

2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.

2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.

2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.

2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.

2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

2.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.

2.2.9 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.

2.2.10 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.

2.2.11 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION-III

INSTRUCTIONS TO THE TENDERER

3.1 Instructions to the Tenderer & General Conditions

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

according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works. The tenderer can visit the departmental plant at Sanu Mines during office hours for guidance and contract administration deptt. for obtaining the details of work to be attended.

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

3.2 Tender Procedure

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

3.3 Tender Document Fee

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

3.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 500/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be

deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.

- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

- 3.5** 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

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

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

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.12** Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.

- 3.13** The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 3.14** Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

ADDENDA/CORRIGENDA

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

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

- 3.18** The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:
- i. Power of Attorney in favour of the authorised representative signing the tender, as required.
 - ii. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gezatted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
 - iii. Copy of valid registration of electrical contractor license.
 - iv. Copy of PAN card & Goods and Services Tax Identification Number (GSTIN).
 - v. Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
 - vi. “Exceptions & Deviations statement” to be submitted by the tenderer in form -4 of tender document
 - vii. Provident Fund Account Number of establishment and its effective date or undertaking as per annexure-I
 - viii. Duly filled form 1, 2 & 3 of tender document.
 - ix. Undertaking/affidavit as per annexure II & IV given in tender document.
- 3.19** Tenderer must uploaded the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are

not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3.20 PART-II Price Bid' (BOQ)

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-5/ BOQ for quoting the price offer. 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
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (d) The rates quoted remain firm and fixed during the entire contract period. .

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

- 3.25 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 4. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY/ BID SECURITY

- 3.26 The tenderer must furnish the bid securing declaration of valuing Rs. 48420/- in place of bid security as per annexure VII of tender document on appropriate value of judicial stamp paper duly notarized

VALIDITY

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

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

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 3.28** Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i. Meets the eligibility criteria.
 - ii. Is accompanied by the required securities; and
 - iii. Is substantially responsive to the requirements of the Bidding documents.

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

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

EVALUATION OF TECHNO-COMMERCIAL BID

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

- i. If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- ii. The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.

- iii. Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened. The company reserves the right to accept or reject any or all the tenders, in part or in full, without assigning any reason, whatsoever.

3.31 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING LOWEST BID: The price bids of the techno-commercially acceptable tenderer will be evaluated. The tenderer with the lowest offered total amount in Form-V for the tendered work shall be decided as L-1 tenderer.

3.32 NEGOTIATIONS

- i Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

3.33 AWARD OF CONTRACT AND EXECUTION OF AGREEMENT

- i The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance” will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract.
- ii The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA and thereafter the successful tenderer will have to execute an agreement within a period of one month in the prescribed form. The cost of execution of agreement including non-judicial stamp paper & stationery shall be borne by the tenderer.

3.34 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

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

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

RIGHTS OF COMPANY

3.35 The Company reserves the right –

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

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

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

REFUSAL / FAILURE

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

SECTION –IV

GENERAL TERMS & CONDITIONS OF TENDER

4.1. SECURITY DEPOSIT (S.D.)

- i) The tenderer shall furnish Security Deposit equivalent to 3 % of the total contract value in the following manner
 - a. The contractor shall furnish Security Deposit @ 3% of Total contract value through Demand Draft in favour of RSMML, JODHPUR/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 Jodhpur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
 - b. The contractor shall 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 jodhpur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him”
 - c. “The Contractor at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 3% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit
- ii) The company is empowered to recover from the SD any sum due and/or any other sum that may be fixed by the company as being the amount or loss or losses or damages suffered by it due to delay in performance and/or non-performance of any of the conditions of the tender/work.
- iii) The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company.
- iv) In the event of termination of this work as envisaged in the termination clause, GGM (Limestone) or his authorised nominee shall have the right to forfeit and/or appropriate the whole of part of the security amount towards the satisfaction of any

sum due towards any damage, compensation, claim loss, charge, cost and/or expenses of liabilities etc.

- v) In the event of SD being insufficient or if the security stands fully forfeited or appropriated the balance of such amount shall be demanded / recovered and/or deducted any time from the amount which becomes due or payable to the tenderer under this agreement. In case tenderer fails to make good balance/full amount of security deposit and sufficient payment is also not due to him, then company may recover the same through legal process and in that event the tenderer shall be liable for all costs and consequences.
- vi) No interest is payable on security deposit amount.
- vii) In the event of security amount being forfeited, the company at its discretion and without prejudice to its any other rights can terminate the work. In such an event the company may either complete the incomplete work departmentally or may give the same to any other agency at the cost and risk of original tenderer. The tenderer shall not be entitled for any compensation for any loss sustained by him for, whatsoever reason.

4.2. **LEGAL & STATUTORY OBLIGATIONS**

- i. The tenderer shall perform the work in accordance with all applicable codes, Indian Electricity Acts, Rules, and Regulations, statutory and established electrical practices. It is agreed and understood by between the parties hereto that the tenderer shall comply with all applicable laws, rules, regulations and by –laws, applicable orders of Hon’ble Court(s) whether now in force or which may hereinafter come in force during the currency of the work and/or carrying out the work and the work is to be done as per the sound industry practice. The tenderer must carry out the work only through its electrical staff
- ii. The tenderer shall be responsible for compliance of the provisions of the Mines Act, 1952 and rules and regulations made there under, Workmen’s Compensation Act, 1923, Employees Provident Fund and Miscellaneous-Provisions Act, 1952, Payment of Gratuity Act, 1972,. Industrial Dispute Act, 1955, Industrial Vacancies (employment exchange) Act, Indian Electricity Act, Contract Labour Act, RTPP Act 2012 etc. as applicable to mines to any other allied central or state enactments, rules, regulations and such obligations, the work will be liable for termination at 15 days notice given by the company without prejudice or any of the other rights of the company under this work.
- iii. The tenderer shall always indemnify the company against all the claims and liabilities for or in respect of all or any claim, etc, of its members or engaged in respect of this work under the aforesaid acts, rules regulations thereof or otherwise for or in respect of any claim, damage compensation, expenses etc. whatsoever payable in consequence of any loss, damage, accident or injury etc, sustained by any member or any other third person including the employees of the company. If at any time the company is required to make any payment/claim/ compensation by virtue of any of the above acts, etc. Such payments shall be deemed to have been made on behalf of the tenderer and same shall be recovered from the tenderer’s bill(s) or from any sum(s) due to the tenderer.
- iv. If any accident or injury or death to any person deployed by the tenderer occurs during working in the mines/plant or elsewhere or cause any damage to any property, then it will be the responsibility of the tenderer to bear all sort of

compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/injury/ damage.

- v. Tenderer is to be liable for all payments to its staff. Tenderer is liable for paying minimum revised rates of wages, as which are revised, every 6 months or earlier, by time to time, in their circular, in this regards, it may be noted that no any additional payment will be made by the company to the successful contractor for compensating increase in minimum wages by the Govt. of India, Ministry of Labour & Employment (Central), payable to their staff, during entire contract period.
- vi. The company shall not pay any additional amount on any such account.
- vii. Before commencement of the work name and other relevant details in B form register, as required under Mines Rules 1955, of the tenderer electrical staff who are intend to work in the mines are to be furnished to the Engineer In-charge
- viii. Insurance: Under the insurance scheme the contractor shall be required to get comprehensive insurance plan. Universal Health Insurance policy of his staff insured by Insurance Company to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the Management on this account.
- ix. The contractor should take adequate precautions for protecting his employees working in the mines for any risk from fall of material from overburden dump, moving of machineries/dumpers, handling of explosives, movement of belt conveyers, fire in machineries/crusher/fuel & lubricant storage depot, loading of material in dumpers etc.
- x. The contractor shall provide to his supervisors with written safe operating procedures for the work to be carried out, stating clearly the risk involved and how it is to be managed. He shall also ensure that all his workers comply with safe operating procedures
- xi. The contractor shall submit to DGMS returns indicating - Name of his Firm, Registration number, Name & address of person heading the Firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th April, July, October& January).

4.3. **INTERPRETATIONS OF THE WORK DOCUMENTS**

Wherever it is mentioned that the tenderer shall do or perform or caused to be done certain work(s) or provide certain services and facilities or discharge certain obligation(s) or made certain provision(s), etc., it is expressly agreed that each and every such work(s), services and facilities, obligation(s) or provisions shall be made and/or provided by the tenderer and liability thereof would be discharged by the tenderer to the satisfaction of the company at its own cost.

4.4. **PROVIDENT FUND**

- a. The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act,

1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

- b. 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.
- c. 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, has to submit affidavit as per Annexure-I, & 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.
- d. However, each running account bill / Final bill must be submitted along with the name of the labour / employee deployed for the work and their B form registration no., 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.

4.5. **MISCELLANEOUS LIABILITIES**

The tenderer shall be responsible for making all arrangements at its cost and expenses for:-

- a. Suitable accommodation for its working members.
- b. Meals, drinking water, medicines, and medical aid, for the working members at the mine, at the working site.
- c. Safety and discipline of the working members.
- d. Providing helmets, safety boots, ear muffs, dust masks, safety goggles, insulated hand gloves, complete uniform, safety belts and other protective equipments as may be / are required under the law and as may be directed by the Company from time to time, to the working members.
- e. Contractor shall arrange transportation for his staff (from their place of residence to the miners and back).
- f. The successful contractors shall have to ensure compliance of minimum wages as per circulars of Govt. of India, Ministry of Labour & Employment (Central), which are revised from time to time.

The Company shall not in any manner be responsible for any or part of the above obligations of the tenderer. If any expenditure is incurred by the Company on the above items that will be recovered from the tenderer's bills/ security deposit.

4.6. **EQUIPMENT, MATERIALS AND WORKSHOP**

- i. The tenderer shall provide adequate number of tools & tackles and general used measuring instruments for the work.
- ii. The tenderer shall have to make its own arrangements for works and other support facilities for maintenance and upkeep of machinery and equipment and safe execution of the works.

- iii. The tenderer shall provide all protective equipment and safety appliances, and comply with all relevant provisions under Mines Act. 1952 and Metalliferous Mines Regulation Act 1961, Mines Rules and Indian Electricity Acts, Rules etc.
- iv. The tenderer shall depute its authorised representative/supervisor and it shall be the duty of representative so authorised to call on at the office of Engineer In-charge or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain daily schedule of work and day to day instructions of this regard. The tenderer shall ensure full compliance of such instructions.
- v. The tenderer shall execute the work truly and faithfully to the full satisfaction of company. The tenderer shall take all precautions and adequate steps and necessary precautions to avoid any pilferage, wastage, and damage in the course of working.

4.7. ASSIGNMENT & ADDITIONAL CONTRACTS

- i. The tenderer shall not, at any time, assign or sublet this contract or any part thereof to any other agency.
- ii. The Company shall have a right to engage any other tenderer for similar or other kind of job as may be deemed necessary by the Company.

4.8. RECORDS, REGISTERS, ETC.

The tenderer shall have to ensure that its supervisory staff members maintains all records, registers, details etc., as required by the Company and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the Company and/ or its authorised representative at such place & time as may be directed.

4.9. TERMINATION OF THE CONTRACT

This contract unless extended by the Company shall be valid only for the period specified in Tender Form and shall be effective from the date of issue of the work order/LOA. Pre mature termination of contract by the Company can be made in following circumstances:

- i. If the tenderer fails to commence the work within 30 (thirty) days from the date of issue of the work order. In such an eventuality, it will be treated as breach of the contract and the BID SECURITY DECLARATION of the tenderer shall be treated as forfeited. No prior notice shall be given to the tenderer for such forfeiture of EMD.
- ii. In case operations or any of the connected operations are prohibited/ stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/ lease of the Company or uneconomical mining/ operations, or, lack of mineral deposits or by the DGMS on any account, or any other government/ statutory authority. No prior notice shall be given to the tenderer.
- iii. The Company shall have the right to review the performance of work done by the tenderer from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the Company, besides recovery of penalty, shall have the right to terminate the contract after giving one month notice and forfeit the security money without prejudice to any other rights of the Company to claim damages, cost, losses,

- expenses charges etc. as may be attributed on account of the poor performance of the tenderer.
- iv. If the tenderer stops the work for a period exceeding ten days at a stretch, it shall be treated as breach of the contract and the Company shall be entitled to terminate the contract after giving 15 day's notice in writing to the tenderer. In such a case, the Company shall also be entitled to claim damages in addition to getting the work done by other agency at the cost and risk of the tenderer.
 - v. On occurrence of three defaults in a year in making payment to the working members, etc., by due date, the Contract may be terminated by the Company without giving any notice to the tenderer and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the Company to recover such or any other dues from the tenderer either from its bills/ security and/ or such other manner as may be deemed fit by the Company.
 - vi. In the event of the tenderer having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors the Company may in its absolute discretion terminate the contract forthwith without prejudice to take any other action under the contract and to get the work done for the unexpired portion of the contract from any other agency at the risk and cost of the tenderer and recover the losses thereof, from the tenderer.
 - vii. When the tenderer has refused to perform or disabled itself from performing its promise, the Company may put an end to the contract by giving one months' notice to the tenderer in writing besides forfeiting the security deposit. In addition to this, the Company shall be entitled to take such other action as it may deem fit against the tenderer to recover the dues, cost, charges, compensation, etc., arising from the part of the contract done by the tenderer.

4.10. **INDEMNITY**

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

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

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

4.11. **NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

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

4.12. **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

- i. The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- ii. Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.
- iii. The Contractor shall be responsible for the proper conduct and behaviour of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

4.13. **FORCE MAJEURE**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to lock-outs, notice/s from the Directorate of Mines Safety Office, other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, sand storms/other

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

4.14. INTERPRETATION, AMENDMENT, MODIFICATION OF THE TERMS OF THE CONTRACT:

Only an authorised officer of the Company shall be competent to interpret, amend or modify any of the terms and conditions of this contract from the side of the Company. The amendment to the contract will be valid, only if made in writing.

4.15. NOTICE & COMMUNICATIONS

Any notice and all communications required to be given or sent to the tenderer under the terms of this contract will be considered as duly given if the same have been delivered to the representative, tenderer, or, despatched by registered A/D post, to the last known address of the tenderer.

4.16. CONSTITUTION

The successful tenderer has to submit the list of their electrical staff of the tenderer prior to commencement of works. In case of joining/leaving of the electrical staff members, the same has to be intimated to the company. Any violations and non-compliance of the same shall termed breach of contract.

4.17. APPEALS:

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

4.18. DISPUTE & JURISDICTION

- i. The place of the contract shall be Jodhpur (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.
- ii. No courts other than the courts located at Jodhpur -Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION - V

SCOPE OF WORK, SPECIAL CONDITIONS OF THE CONTRACT

5.1 General Introduction

RSMML is a premiere enterprise of Govt. of Rajasthan. This organization is involved in mining, beneficiation, processing and marketing of various minerals like Rock phosphate, Limestone, Gypsum, Lignite etc. Company is operating limestone mines near village Sanu (Jaisalmer) for production & supply of Steel Grade limestone. The sized limestone is being produced from departmental as well as societies sizing & screening. The rated capacity of the departmental sizing & screening plant is 130 TPH operating since 1996 for production of sized limestone of 30-80 mm size fraction. Its annual capacity is around 6.00 lac MT/year with three shift working. The departmental crusher is connected with Electric sub station (33/11/0.4KV) located near to the plant.

- a. **Site location:** The departmental Crushing and Screening plant and Electric Sub Station is located near village Sanu at 54 km milestone on Jaisalmer-Ramgarh Road from Jaisalmer town.
- b. **Details about Electrical system :**
 - i. Electric sub station (33/11/0.4KV) has been commissioned in September, 1996. Substation is charged from dedicated 33 KV line emanating from switchyard at Gas-Turbine Power Plant. This 33 KV voltage is stepped down to 11 KV by 2 MVA transformer. This 11 KV voltage is further reduced to 433 volt by 1.6 MVA Transformer. Power at 433 V is feed to PCC (i.e. Power Control Centre) panels via bus bars and then to Motor Control Centre via cables. Motors are charged through starters and Inverter panels. Motors in use are from 0.5 KW to 90 KW (Power is distributed via PCC & MCC to plant load)
 - ii. Our C&S Plant is a sequence start and stop plant with remote and local operation facility. Crushers are started manually and all other equipments start automatically in a sequence through different capacity drives. Unscheduled tripping of any equipment in the system will trip all upstream equipment with the exception of crushers, which will be stopped at the discretion of the operator.

5.2 **PRE-QUALIFYING CRITERIA**

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

- i) The tenderer should have minimum turnover of Rs. 12.11 lac in any of immediate three preceding financial years i.e. 2017-18, 2018-19 & 2019-20.in its own name.
- ii) The contractor should possess a valid electrical contractor license issued by Govt. of Rajasthan.

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

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

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid, duly attested copy of audited balance sheet in support of turnover should be submitted in support of above. The decision of the company will be final and binding in this regard.

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

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

The tenderer who has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

5.3 SCOPE OF WORK

- i) The scope of work broadly includes continuous operation & maintenance of electrical installations in crushing plant, 33 KV sub-station etc at company's Sanu Limestone Mines by deploying sufficient manpower for smoothly execution of work.
- ii) The successful contractors shall have to co-ordinate & deploy the sufficient staff in the shifts for smooth operation and maintenance of 33 KV sub station, HT/LT switchgears, PCC/MCC, all electrical installation in crushing plant and other various electrical installations in workshops/office buildings as under-
- iii) The successful contractors shall have to ensure deployment of total 10 persons inclusive of supervisor, technician & assistant technician in each shift. (TOTAL FOUR SHIFTS DAILY), category-wise break-up of which is as under:
 - (i) High skilled (Supervisor) : 1 No.
 - (ii) Skilled (Technician) : 4 Nos.
 - (iii) Semi-Skilled (Asst. Tech.): 4 Nos.

(iv) Un-Skilled (Labour) : 1 No.

To ensure availability of all above 10 persons on all 365 days of the year, sufficient no. of relievers shall also have to be arranged by the contractor and for that no any additional payment will be made in this head.

Further, the successful contractors shall have to ensure to provide weekly day of rest to all persons deployed by him as per provisions of Mines Act-2020 and corresponding Mines Rules.

iv) The contractor has to deploy technician in each shift on company's holidays also as on emergency duty. The sub station shall never be left unattended by the staff even on each holiday and scheduled weekly day of rest (Monday) at Mines, i.e all 365 day. The contractor is also responsible to arrange required no. of reliever staff, so that all persons may avail their availing weekly day of rest/their absence period on account f any reason in case of their all deployed staff.

v) To meet out the preventive/periodic maintenance in General shift under the statutory supervision of electrical supervisor, technician, assistant technician and unskilled labour deployed by the contractor. They shall also assist in breakdown maintenance as and when required/needed on priority.

vi) Contractor shall also be responsible for carrying out certain jobs during general shift by deploying 1 No. of unskilled person for transportation of equipment, cleaning & removal of unwanted grass, plants, and shrubs etc in the switchyard periodically as directed by EIC.

vii) The technical person deployed by the contractor under the work should have the Qualification as under

a. **Supervisor:** Diploma in Electrical Engineering with two years of work experience with 'supervisor permit' Certificate issued from Electrical Inspectorate (or should obtain within three months).

OR

Should hold ITI in electrician/wireman trade (NCVT/SCVT) and holding valid supervisor permit Certificate issued from Electrical Inspectorate with experience in panels/control wiring, checking of motors & starters and sub station maintenance.

b. **Technician:** ITI in electrician/wireman trade (NCVT/SCVT) with three years work experience in panels/control wiring, checking of motors & starters and sub station maintenance-

OR

holding wireman permit Certificate issued from Electrical Inspectorate with five years work experience in panels/control wiring, checking of motors & starters and sub station maintenance.

c. **Assistant Technicians:** ITI in electrician/wireman trade (NCVT/SCVT) preferably with one year work experience.

All ITI persons should possess wireman permit Certificate issued from Electrical Inspectorate (or should obtain within three months).

- viii) The normal three shift working hours are from 6.00 am to 2.00 pm, 2.00 pm to 10 pm, 10.00 pm to 6.00 am and general shift from 9.00 am to 5.00 pm.
- ix) During the maintenance, all the spares and consumables shall be provided by the RSMML. However the safety equipments, tools and tackles, measuring instruments like multi meters, testers, insulated pliers, screw drivers, commonly used spanners etc. shall be provided by the Contractor to his deployed staff.

5.4 Operation and Maintenance work of C & S Plant

A) Daily schedule

- 1 Start and stop the plant equipments as per procedure in shifts as per the availability of feeding material so that the plant does not run empty. Start and stop the equipments in local/remote mode for maintenance or other works like spillage removal. If the plant does not run due to any fault, fault is to be located and removed/repared. Smooth operation of the plant is to be ensured with minimum break down hours.
- 2 Observe the condition of various motors & currents in the shift and their recording in respective register along with operation hours.
- 3 Routine and breakdown maintenance:
 - a) Inspection checking and observations
 - b) Dust blowing, cleaning of equipment and its surroundings
 - c) Replacement of fuses, indicating lamps, meters etc. if faulty.
 - d) Replacement of any failed component in electrical panel like switch, contactor, relay, ELCB etc.
 - e) Connection and disconnection of cables to motors/panels.
 - f) Replacement of motor, if any required.
 - g) Attend illumination problems
 - h) Transportation of equipment, motor, spares, consumables, tools etc. from storage yard to place of installation and vice-versa.
 - i) Trial run, commissioning and observations.

B) Weekly and yearly maintenance

- i. Electrical panels: Inspecting checking, dust blowing and cleaning. All power and control connections tightness to be checked and put right in all PCC & MCC and other panels. Replacement and repair of defective and worn out components and wiring, if required. Cleaning/replacement of fixed and moving contacts of contactor.
- ii. Motors: Inspection, checking and cleaning. Replacement of carbon brushes slip rings etc. in slip ring motors. Cable motor connection to be checked and put right. Relugging of cable and motor wires if required. Greasing of motors periodically. Maintenance and overhauling or replacement of bearings. Removal and reaffixing of shaft coupling and other parts. Transportation and replacement of motors. Periodic insulation resistance checking. Tightening of foundation bolts and earth connections.
- iii. Maintenance of various other equipments like local push button stations, junction boxes, pull chord, belt sway, zero speed switches.

- iv. Maintenance of control desk: Checking of control and power connections, replacement and repair of contactors, indicating lights, switches etc. Checking logic and sequence controls for control, protection, and auto start alarm and annunciation scheme.

5.5 Operation & Maintenance work of Electric Sub-station

- a Switching on and off breakers, switches etc. whenever required.
- b Daily recording of S/S log sheet on hourly basis containing various parameters like current, voltage, PF, demands, MWH, MVAH, equipments hours etc.
- c ***Maintain power factor of the system above 0.90 by regular observing and putting on and off the capacitors as per the load condition. Monthly average power factor is to be maintained above 0.90 strictly.***
- d Inspection, checking, observation, dust blowing cleaning and maintenance of various Sub-station HT & LT equipments and panels. Periodic replacement of silica gel and oil in oil cups in transformers. Insulation resistance and earth resistance checking, cable connections and gasket joints checking and tightening.
- e Tightening of all terminations in all equipments like breakers. Cleaning and lubrication of the mechanism and other friction points.
- f Testing and replacement of faulty indicators, annunciators and semaphore, meters and switches. Tripping and alarm circuit testing.
- g Maintenance of CT, PT, GO, DO, Bus-bars, jumpers and connectors.
- h Dismantling, installation and wiring of any panel or equipment.
- i Unwanted grass and plants cutting/removal from their roots in the switch yard periodically once within a month

5.6 Other Auxiliary Works

- i. Maintenance of earthing system, watering of earthing pits and to maintain earth resistance within limit at sub station, C&S Plant and other places.
- ii. Maintenance of Battery chargers & batteries at S/S and C&S Plant so as to maintain the output voltage at required level, cleaning of batteries, checking of specific gravity, topping up of electrolyte, replacement faulty cells, nut-bolts etc. are to be carried out periodically. Checking, detection and removal of faults in battery charger and their periodical maintenance.
- iii. Maintenance and repair of various lights fitting in plant so as to keep them working. Cleaning and replacements of faulty parts in lighting panels.
- iv. Operation and maintenance of EOT cranes and hoist.
- v. Attend any electric problem related to wiring, illumination etc., at crushing & screening plant, offices and weigh bridges.
- vi. Giving connection to drill machines, grinders etc. and providing temporary light connections at the places wherever required.
- vii. Removal and proper laying of cables, wires and their proper termination for any fault finding or any modification work.
- viii. In case of power failure from utility, liaison with utility and arrange for restoration of power in shifts.
- ix. Attend any electric problem relating to wiring, illumination and street light on poles in residential quarters/hostels, office building (Khanij Bhawan) at Jaisalmer.

- x. Operation and maintenance of motors, panels at pump house operating pump motors in each shift for lifting of water to over head tanks.
- xi. Operation and maintenance of submersible pump panels.
- xii. Operation and maintenance of trolley mounted telescopic lighting tower.
- xiii. Operation of VGF/plant as & when required.

5.7 All associated and related works of the respective equipment as may be considered necessary for the upkeep and proper operation shall be treated including under the scope of work, though it may not be specifically mentioned herein. Any other associated works as may be actually required in view of site conditions can be included or excluded by the Engineer In charge from the scope of work.

5.8 GOODS AND SERVICE TAX:

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

5.9 RATES & TAX DEDUCTION AT SOURCE:-

- (a). 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.
- (b). Any variation in the rate / nature of tax subsequent to the submission of the tender shall be reimbursed to / recovered from the contractor on submission of documentary evidence.

5.10 BILLING & PAYMENT

- i. The contractor may submit the bill in triplicate for the work executed on monthly basis taking into consideration the work completed during the calendar month concern. The rate as accepted by the company & given in the LOA/agreement alone shall be considered for this purpose. The bill should be submitted to the Group General Manger, Limestone Unit, Jaisalmer through Engineer In charge. Terms & basis of payment

- ii. The contractor will be eligible to receive its remuneration from the Company within 15 days of receipt of monthly bill in respect of the complete work done as per details given in the tender document/work order / agreement. The basis of payment shall be day to day work performance and monthly performance during the month by the tenderer.
- iii. RSMML will reimburse the Goods & service tax at actual, if applicable, to this contract and paid by the contractor, and determined by the basis of bills raised by him upon the company, subject to furnishing the documentary proof.
- iv. Contactor will have to furnish with every running bill, the documentary proof of payment paid by him for previous month to deployed staff and PF deduction statement.

5.11 PERIOD OF CONTRACT & COMMENCEMENT:

The contract period shall be Two years from the date of issuance of LOA/DLOA. The Company may extend the period of contract for a further period of one year on same rates, terms and conditions on its absolute discretion. Contractor shall have to depute the required personnel's & start the work within 30 days from the date of issuance of DLOA (Detailed Letter of acceptance)

5.12 WORK SCHEDULE.

The tenderer shall have to abide by the day-to-day work as mentioned in this tender document. In case at any time the performance of the tenderer is not found satisfactory, then the company will issue notice, giving seven days to improve the same. If the tenderer fails to improve its performance within this period of seven days, then the Company may get the work done by other agency at the cost & risk of the tenderer without any further notice.

5.13 CHANGE OF STAFF

After the persons so deployed under the contract & got fully acquainted with the system, contractor shall normally not to be replaced by the contractor. However, if such need arises, the same may be done with prior permission of Engineer In-charge. If any person is found unsuitable during the contract period, shall be replaced on the instructions of Engineer In-charge.

5.14 COMPENSATION

- a Time is the essence of the work. In case the tenderer fails to commence the work within the stipulated period in respective clause of Section III of tender document, the company shall be entitled to recover compensation from the contractor, @ 0.5% of the annual contract value on fortnightly basis. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of BID SECURITY DECLARATION /SD, withdrawal of DLOA shall apply at sole discretion of company.
- b The company will recover agreed compensation for delaying/not attending the work which causes the stoppage / delay in operation of the crushing plant due to electrical fault / problem. The basis of deduction shall be the amount incurred in getting work done / attending the fault from the outside party / agency at the risk & cost of the contractor. This amount shall be deducted from their running bills.

- c Failure of the tenderer to work as per scheduled targets/ and Engineer In-charge will also entitle the Company to get the work done by making alternative arrangements at the risk and cost of the tenderer and to recover from it the full difference of cost of making such alternative arrangements.
- d Compensation of Rs. 1000/- per man shift as predetermined compensation will be recovered from running bill of contractor for non deployment of required electrical staff in each shift and general shift as mentioned in the scope of work (Section V) and Rs. 500/- for unskilled labour. This will be over & above on the cost to be incurred for the deployment of the alternative person by the company at the risk & cost of the contractor.
- e In case during the currency of contract, it is found by the Engineer In charge that particular person/s deployed by the contractor is not suitable to perform the jobs assigned to him, then the company shall have right to get that person/s replaced with another qualified staff within a period of 7 (seven) days through contractor, failing which an predetermined compensation of Rs 150 per day shall be recovered from the contractor. But in any case the contractor shall not be entitled to get the payment of that particular person/s for the period.

5.15 UNDERTAKING

I/ We have carefully gone through & fully understood all the above general terms and conditions of this tender and these are acceptable to me/ us.

For & on behalf of the Tenderer
AUTHORISED SIGNATORY)
DATED -----

(On the letter head of the tenderer)

FORM"1"

LETTER OF SUBMISSION OF TENDER

DATE:

FROM _____

**To:
The General Manager (Contracts),
Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg, UDAIPUR - 313001
(Rajasthan)**

Sub: e-tender for Operation & Maintenance Of Electrical Installations In Crushing Plant, 33 Kv Sub-Station Etc At Company's Sanu Imestone Mines, Distt, Jaisalmer
Ref: e- Tender No. RSMM/CO/GGM (Cont)/Cont-15/20-21 Dated 05.02.2021

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money in the form of crossed Demand Draft/Banker's Cheque/ Pay order in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, details of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 20.

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

Witness
Name in Block Letters:
Full Address

GENERAL PARTICULARS OF BIDDERS

(On tenderer's letter head)

Ref. No:- e- Tender No. RSMM/CO/GGM (Cont)/Cont-15/20-21 Dated 05.02.2021**General Information about the Tenderer**

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Names of Partners/Directors			
Turnover (in Rupees)	2017-18	2018-19	2019-20
Tenderer's Business			
PAN No.			
PF Account Number			
Goods & Service Tax Reg. No.			
MSMED (The Micro, Small and Medium Enterprises Development Act, 2006) Act Registration No., if any (exemption for BID SECURITY DECLARATION is allowed only for MSME registered in Rajasthan as per RTPP Act)			
Others (Specify)(Also enclose a brief resume).			

Dated: -----

Place: -----

(Authorised Signatory)

Name of the Tenderer

Designation/ Relationship of the Signatory with Tenderer

(Signature of Tenderer with seal)

Bank Details of Tender for RTGS/NEFT

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

Signature of Contractor with address.

Ref. No:- e- Tender No. RSMM/CO/GGM (Cont)/Cont-15/20-21 Dated 05.02.2021

EXCEPTION AND DEVIATION STATEMENT

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

(Authorised Signatory)

Name of the Tenderer :
Designation/ Relationship of the :
Authorised Signatory with the tenderer:

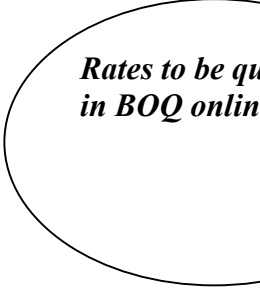
PROFORMA FOR 'PRICE BID/ BOQ

(to be submitted online strictly in the prescribed format provided in

<https://eproc.rajasthan.gov.in>)

Ref. No:- e- Tender No. RSMM/CO/GGM (Cont)/Cont-15/20-21 Dated 05.02.2021

Name of Tenderer _____

S. No.	Description of Works	Amount (Rs. Per calendar month)
1.	Work for continuous operation & maintenance of electrical installations in crushing & screening plant, 33 KV sub-satiation etc at company's Sanu Limestone Mines (54 KM from Jaisalmer) by deploying sufficient manpower for smoothly execution of work.(as detailed in the scope of work of tender document)	 <p><i>Rates to be quoted in BOQ online</i></p>

1. Unit rate quoted by the tenderer shall be inclusive of all levies & duties and exclusive of Goods & service tax.
2. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
3. Rates shall be firm & fix during pendency of the contract period.

Dated: -----

(Authorised Signatory)

Place: -----

Name

Designation

AFFADAVIT

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
(Authorised Signatory)

VERIFICATION

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

Deponent
(Authorised Signatory)

UNDERTAKING

(To be typed on Non Judicial stamp paper of appropriate value)

Ref. No:- e- Tender No. RSMM/CO/GGM (Cont)/Cont-15/20-21 Dated 05.02.2021

Name of Tenderer

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

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa& no conditions are attached to it .Even if any 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/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (8) I/we hereby declare that we will provide the sufficient staff having desired qualification & experience as per tender provision.
- (9) I/ we hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.

Signature of Tenderer (s)
 (Authorised Signatory)
 With seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 MeeraMarg, Udaipur – Raj – 313001 along with Tender fees, processing fees and bid security declaration.

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date
Place

Signature of bidder
Name:
Designation:
Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

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

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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.

FORM OF BID-SECURING DECLARATION
(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:
Bid No.:
Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order with in the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]