



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

## **e-TENDER DOCUMENT**

**FOR**

**‘Renovation works of Second Floor at Khanij Bhawan,  
Jaipur (Rajasthan) ’**

**e-Tender No. RSMM/ CO / GGM(Cont)/Cont-15/22-23 Dated 18.11.2022**

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

**Cost of Non Transferable**

**Tender Document (including GST) : Rs 4720/-**  
**Processing fees : Rs. 1000/-**

**Date of downloading of Tender : From 18.11.2022 to 19.12.2022 up to 1.00 pm**  
**Last Date of Submission of online Tender : 19.12.2022 up to 3.00 pm**

**Date of Opening of Techno-commercial Part : 20.12.2022 at 3.30 pm**

**Registered Office:**

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

**Corporate Office:**

4, Meera Marg, Udaipur -  
313001  
Phone: (0294) 2428763-67,  
Fax: (0294) 2428768,2428739

**SBU & PC-Lignite Office**

Khanij Bhawan, Tilak Marg  
C-Scheme, Jaipur-302005  
Ph: 0141-2227938, 2227947  
Fax: 0141-2227360, 2227761



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

Phone : 0294-2427177, 2428763-67, 2410299 fax 0294-2428768,2428739

Email:- [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)

Ref. no :-RSMM/CO/ GGM(Cont)/Cont-15/22-23

Dated: 18.11.2022

### Detailed Notice Inviting Tender for e-tender

Tenders are invited for following work at our Corporate Office, Udaipur from reputed contractors through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) :-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Renovation works of Second Floor at Khanij Bhawan, Jaipur (Rajasthan)	60.00 lacs	4 Months	1,20,000
Cost of tender document is <b>Rs 4720/-</b> (inclusive of GST), payable in cash/by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of tender documents	From 18.11.2022 to 19.12.2022 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 19.12.2022 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 20.12.2022 at 3.30 pm at C. O. Udaipur		

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

- 1) The bidder should have minimum turnover of Rs. 30.00 lacs in any one of the immediate four preceding financial years 2018-19, 2019-20, 2020-21 & 2021-22.
- 2) The Tenderer should have successfully executed atleast one similar nature work of value not less than Rs. **30.00** lacs in any one of the immediate preceding four financial years i.e. 2018-19, 2019-20, 2020-21 and 2021-22 in tenderer's name. The similar nature work executed for any Govt. department/ PSU/ Banks/ Insurance Companies (GIC), only shall be considered.

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

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

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

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

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

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

**Gr. General Manager (Contracts)**

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

# SECTION - I

## DEFINITIONS

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

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C- 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 **‘Statutory obligations(s)’** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 **“Group General Manager (Contracts)”** shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.8 **“Group General Manager (Lignite)”** shall mean the Group General Manager for SBU&PC-Lignite of RSMML or his successors in office so designated by the company.
- 1.9 **“Engineer-in-Charge”** shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.10 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.

- 1.11 **“Contract Rate”** or **“Schedule Rate”** or **“Tendered Rates”** or **“Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.12 **“Detailed Specifications”** shall mean the specifications for materials and works as specified in PWD BSR/ issued under the authority of PWD/ or as implied/added to or superseded by the special conditions.
- 1.13 **“Letter of acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.14 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.15 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.16 **“Tender”** shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

## SECTION - II

### **Instructions to the Tenderer & General Conditions**

#### **2.1 SUBMISSION OF OFFERS**

- 2.2.1** Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- 2.2.2** The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.2.3** All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 2.2.4** A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.2.5** The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-I & II of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.

#### **2.2 TENDER PROCEDURE**

- 2.2.1** e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 2.2.2** The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- 2.2.3** The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 2.2.4** It is mandatory for the Bidders to possess a valid Digital Signature Certificate to

complete the e- Tender Bid process as per the provisions of Government of India IT Act.

**2.2.5** The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.

**2.2.6** 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.

### **2.3 TENDER DOCUMENT FEE**

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

### **2.4 E-TENDERING PROCESSING CHARGES**

- a) **For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/-should** be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of opening of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 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 opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

### **2.5 TECHNO COMMERCIAL OFFER:-**

The Technical Bid Form will be in spreadsheet format. The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC). The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly; otherwise the Bids will be summarily rejected. Scanned copy of following document should be uploaded along with Part I of the offer

**2.9.1** Form 'A' with General information about the tenderer.

**2.9.2** Duly filled Form 'B' of tender document

**2.9.3** PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.

**2.9.4** Copy of valid electrical licence in the name of bidder

**2.9.5** Power of Attorney in favour of the authorized representative signing the tender documents.

**2.9.6** Attested certificate for incorporation / memorandum & article of association/ partnership deed etc.

- 2.9.7 Copy of PAN & GST registration Number.
- 2.9.8 Tenderer shall confirm and showing applicability of GST on this work on them as per applicable rules.
- 2.9.9 Undertaking as per annexure-II of tender document.

## 2.6 **PRICE OFFER in BOQ form**

The rates quoted by the tenderer shall be inclusive of all applicable levies & duties **except Goods and service tax**. The Price Offer/Bid Form will be in spreadsheet format. The original Price Offer/Bid Form should be downloaded, filled and signed using the DSC. The Price Offer/Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Price Offer/Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. **The tender is liable for rejection if Price Offer/Bid contains conditional offers.**

## 2.7 **GOODS AND SERVICE TAX & TAX DEDUCTION AT SOURCE:-**

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

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.

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.

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.

RSMML will reimburse/recover at actual any tax/duties which are imposed/increased/withdrawn/decreased after the date of submission of offer & are directly applicable to this contract and payable by the contractor/recoverable by RSMML, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof

## 2.8 **VALIDITY OF OFFERS**

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



## **2.9 BID SECURITY / EARNEST MONEY DEPOSIT**

- 2.9.1** Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines & Minerals Ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno- Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored. The Earnest Money Deposit shall not bear any interest.
- 2.9.2** The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.
- 2.9.3** Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.
- 2.9.4** The Earnest Money Deposit shall be forfeited in the following cases :
- i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
  - ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
  - iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
  - iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
  - v.) If the tenderer does not commence the work within the stipulated period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

## **2.10 SECURITY DEPOSIT**

- 2.10.1** The rates of Work Performance Guarantee as per the prevailing terms and condition of the Company are @ 10% of total contract value. However the reduced performance security @ 3% of the total contract value is being solicited in compliance of the notification dated 12.01.2022 issued by finance department Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.03.2023. In case, The Govt. of Rajasthan either revises the rates of Work Performance Guarantee cum performance guarantee later at any date or does not extend the existing date of providing the benefits of reduced Work Performance Guarantee, the successful contractor would be bound to deposit the deferential amount toward performance security either through any options as specified below, with a period of 30 days of the demand raised by the Company. The successful tenderer shall furnish a Security Deposit through any of the option in favour of RSMML, Jaipur within 30 days of the issuance of Letter of Acceptance.
- 2.10.2** The successful bidder shall have the right to exercise his option, at the time of signing of the agreement, for progressive deduction of security deposit @ 03% from his running / final bills.

- 2.10.3** The entire Security Deposit shall be refunded after the expiry of contract & completion of defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- 2.10.4** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company.
- 2.10.5** In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- 2.10.6** No interest is payable on S.D. amount.

**2.11 NEGOTIATIONS:-**

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

**2.12 AWARD OF THE CONTRACT:**

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of issuance of LOA etc. The stamp duty payable shall be in accordance with the Rajasthan Stamp Act, 1998 (Act No. 14 of 1999)/ Notification, which at present is @ 0.15% of the value of contract subject to a maximum of Rupees Twenty Five Lac. The cost of execution of agreement including non-judicial stamp paper shall be borne by the successful tenderer/contractor. The Performa shall be provided by the RSMML.

**2.13 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 lac rupees or ten percent of the assessed value of contract whichever is less.

## **2.14 RIGHTS OF COMPANY**

The Company reserves the right -

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

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

## **2.15 RIGHT TO REVIEW PERFORMANCE.**

**2.15.1** The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract & forfeiture of security deposit.

**2.15.2** The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

## **2.16 TERMINATION OF THE CONTRACT**

**2.16.1** In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.

**2.16.2** The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors or any misbehave with EIC or not following the instruction of EIC.

**2.16.3** Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

**2.17 PROVIDENT FUND**

- i) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.15% administrative charges. An affidavit (as per Annexure-I) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part-I) of the offer.
- iv) However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

**2.18 LEGAL & STATUTORY OBLIGATIONS:**

**2.18.1** The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.

**2.18.2** The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMM.

**2.18.3** The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972,

Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.

- 2.18.4** The contractor shall maintain and provide records including attendance register in case of maintenance work of all his employees including supervisors, at the site.
- 2.18.5** These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- 2.18.6** The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- 2.18.7** The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month.
- 2.18.8** The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- 2.18.9** In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 2.18.10** The contractor shall have to obtain and produce the licence as applicable before starting the work.
- 2.18.11** The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- 2.18.12** The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- 2.18.13** 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.

## **2.19 OTHER RESPONSIBILITIES OF CONTRACTOR**

- 2.19.1** The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 2.19.2** The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 2.19.3** The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- 2.19.4** The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 2.19.5** The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- 2.19.6** Safety & discipline of the labour/ workers staff employed by him
- 2.19.7** The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

## **2.20 CRITERIA FOR DECIDING L-1 BIDDER**

The tenderer whose quoted rates are resulting into the lowest financial outgo for the company for the total scope of work will be considered as L1 bidder. The total contract value will be arrived by adding total all Items considering the total liability of GST. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

## **2.21 COMPENSATION**

### **A) For Delay in commencement:**

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

### **B) For Delay in completion:**

In case the Contractor fails to complete the *total job* within stipulated / extended period as given by the Engineer Incharge, and is established that the delay is on account of contractors lapses, the company shall recover a pre-determined and agreed compensation @ 1% (one percent) plus applicable GST on it of total value of contract on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value.

## **2.22 Defect liability period**

The defect liability period for the work will be 1 year from the actual date of completion of the work of above or after passage of one monsoon season, whichever is later; if any

defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

**2.23 RISK & COST**

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

**2.24 DISPUTE & JURISDICTION**

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

**2.25 UNDERTAKING:**

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

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

Signature of Contractor  
with name & address.

## SECTION III

### SCOPE OF WORK & GENERAL CONDITIONS OF CONTRACT

#### 3.1 SCOPE OF WORK

The scope includes ‘**Renovation works of Second Floor at Khanij Bhawan, Jaipur (Raj)**’ as detailed out in the BOQ and Special Conditions of Contract and as per directions of the Engineer-in-charge in accordance with the tender document herewith the tender document.

#### 3.2 PERIOD OF CONTRACT

The contractor has to complete all the mentioned work as per tender provisions during 4 months from the date of issue of Letter of acceptance (LOA) /detailed letter of acceptance (DLOA). A period of 15 days is allowed for mobilization by the contractor which shall be part of the overall completion time.

#### 3.3 PRE-QUALIFICATION CRITERIA

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

- 1) The bidder should have minimum turnover of Rs. 30.00 lacs in any one of the immediate four preceding financial years 2018-19, 2019-20, 2020-21 & 2021-22.
- 2) The Tenderer should have successfully executed atleast one similar nature work of value not less than Rs. **30.00** lacs in any one of the immediate preceding four financial years i.e. 2018-19, 2019-20, 2020-21 and 2021-22 in tenderer’s name. The similar nature work executed for any Govt. department/ PSU/ Banks/ Insurance Companies (GIC), only shall be considered.

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.

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

The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall be reached to the office of GGM(Cont), CO, Udaipur on or before the time specified for submission of techno-commercial part of tender.

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



binding in this regard.

The Price offer in BOQ form of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price offer/bid opening.

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

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

### **3.4 CONDITIONS OF CONTRACT**

#### **3.4.1 Powers to determine the Contract**

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

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner, comply with the requirements of such notice a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the or make winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of the contract.
- (iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers:-
  - (a) To determine and/or rescind the contract as aforesaid (*of which term in*

*attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.

- (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
- (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof a sufficient part thereof as the case may be.

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

#### **3.4.2 Time Extension**

If the contractor shall desire an extension of the time for completion of the work in the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final &

binding on the contractor) reasonable grounds be shown therefore authorize in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

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

### **3.4.3 Completion Certificate**

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

### **3.4.4 Cleaning of premises included in completion**

During the execution of work the splashes and droppings from wall/ floor etc. shall be removed and the surface cleaned simultaneously, with the completion of work

respective part of the painting work in the building etc. where the work is done without waiting for the actual completion of all

other items of work in the contract. In case the contractor fails to comply with the requirements of this clause the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action, the Engineer-in-charge shall give two days' notice in writing to the contractor.

#### **3.4.5 Payment of Bills**

- i) No payment shall be made for works estimated to cost less than Rupees One Thousand till after the whole but in the case of works estimates to cost more than Rupees One Thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then passed by the Engineer-in-charge. All such intermediate payment shall be regards as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfects or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contractor any part thereof in any respect of the accruing of any claim, not shall it conclude, determine, or effect in any way the powers of the Engineer- in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding the contractor in all respect.
- ii) The payment of final bill shall be made within 2 months of the submission of such bill. If there shall be any dispute about any items of work then the undisputed item or items only shall be paid within the said period of 2 months. The contractor shall submit a list of the disputed items within 30 days form the disallowance waived and absolutely extinguished.
- iii) A bill shall be submitted by the contractor each month on or before the dated fixed by the Engineer-in-charge for all work executed in the previous month. The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period.
- iv) The charges in the Bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, as the rates herein after provided for such works.

- v) The Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill.
- vi) If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in respect.
- iv) Before taking any measurement of any work as referred to in above, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

### **3.5 Specification of Works**

- 3.5..1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions writing relating to the work assigned by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on site of the work for the purpose of inspection during office hours and the contractor shall , if he so requires, be entitled at his own expenses to make or cause to be made copies of specification, and of all such designs, drawings and instructions as aforesaid.
- 3.5..2 The sample of the paints and other material shall be strictly as per the approved makes and shall be used only after explicit approval of the Engineer-in-charge.
- 3.5..3 Collection of all material and material to be used for related works shall be subject to satisfactory checking & approval before use. If not found satisfactory the material shall be rejected or the rates may be reduced at the discretion of the Engineer-in-Charge and the contractor shall be bound to it.
- 3.5..4 The detailed specifications of the work shall be as provided in the Special

## Conditions of Contract (SCC)

### **3.6 Addition, Alteration & Substitution of items**

The Engineer-in-charge shall have powers to make alternation in or commissions from or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during to progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in written by the Engineer-in-charge and such alterations, commissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in a manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he had agreed to do the main work, provided that additional quantities of each individual item shall not exceed 50% of the quantities as per standard norms of PWD provided against that item in the contract agreement.

The time limit for completion of the work shall be extended in the proportion that the additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

The rates of such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions:-

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

writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

Provided that the company would also be at liberty to ask the contractor to execute such items, the rates of which are not provided and also additional quantity over and above the limit of 50 % against each item and 50% over the tendered amount of the work specified above, if in the opinion of the Engineer-in-charge the execution of such items through other agency is likely to hamper the progress of other items of work and its completion considerably required the contractor shall be bound to carry out all such extra work also if asked to do so. For all such extra items or additional quantity of work over and above the limit specified in para above, the contractor shall be paid provisionally on the rates of all such additional work and extra items if any shall be decided and settled by arbitration,. Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before getting written instructions from the Engineer-in-charge regarding all such additional works or extra items at his own accord as lastly here herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out expenditure incurred by him prior to the date of issue of written instructions if any, as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge and shall have no claim for getting rates or such work settled through arbitration.

### **3.7 Curtailment of Scope**

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

Provided that the contractor shall be paid the charges on the cartages only of materials actually and bonafidely brought to the site of the work by the contractor and rendered, surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such case the option of taking over all or

any such materials at their purchase price or at local current rates which ever may be less. In the case of such stores having been issued from Company's stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.

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

### **3.8 Rectification of Defect**

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

### **3.9 Inspection & Supervision**

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

### **3.10 Hidden Works**

The contractor shall give not less than seven days' notice in writing to the Engineer-in-charge or his subordinate-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of



the Engineer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof on payment or allowance shall be made for such work, or the materials with which the same was executed.

### **3.11 Damage to Company's property**

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

### **3.12 Safety & Diversion of Traffic**

The contractor shall not obstruct and shall be held responsible for the traffic/parking safety of traffic and any hindrance during the progress of the work within the office campus.

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

### **3.13 Quoted Rates to be all inclusive**

The contractor shall supply at his cost all materials (except such special material, if any as may be in accordance with the contract be supplied from, the Engineer-in-charge's stores) plants, tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements or the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charges the requisite number of persons with the means that the materials necessary for the purpose of setting out work and counting, weighing

and assisting in the measurement of examination at any time and from time to time for the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit, but delay on this account, if any, will not be reckoned by the company. The contractor shall also provide all necessary fencing and lights required to protect the public accident and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay the damages and costs which may be awarded in any such suit action proceeding to any such person or persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

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

### **3.14 Subletting of Contract**

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

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

**3.15 Lump sum Work.**

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

**3.16 Works for which specification not mentioned**

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

**3.17 Reduced Rates**

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

**3.18 Progress to accommodate working of other contractors**

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

**3.19 Employees of the contractor**

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

**3.20 Dismantling & Disposal thereof**

Contractor in course of the work should understand that all materials e.g. stone and other materials, obtainable in the work of dismantling etc. will be disposed off as directed by the Company.

**3.21 Recovery of claim against the contractor**

Whenever any claim against the contractor for the payment of a sum of money

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

### **3.22 Technical Examination & Audit**

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

### **3.23 Force Majeure**

Neither the contractor nor RSMML shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notices from the, Statutory Authorities, Civil Commotion, Fire Accidents, Epidemics, War, Flood, Acts of Gods or because of any law, order, proclamation or ordinance of any Government or any authority thereof 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 parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting for a continuous period of three months, both the parties will consult each other and decide about the future course of action regarding the contract.

Signature of the contractor Witness:

Address:

# **SECTION- IV**

## **Special Conditions of Contract**

### **4.0 Detailed Specifications for the Work**

The bidders in their own interest should visit the site at RSMML, Khanij Bhawan, C-Scheme, Jaipur-302005 during any working day to inspect the site and conditions of work. No claim whatsoever shall be entertained on account of site conditions.

The work specified under the tender, is required to be executed with highest standards of quality and workmanship. The detailed specifications of various items of work specified in the bill of quantities or as directed by the Engineer-in-charge shall be as under:

#### **4.1. Civil Works as per Part A**

All civil works envisaged under this contract shall be as per the specifications provided in the tender. The provisions of standards of Rajasthan PWD-BSR and the National Building Code-2016 shall be applicable

#### **4.2. Sanitary Works as per Part B**

All Sanitary works envisaged under this contract shall be as per the specifications provided in the tender. The provisions of standards of Rajasthan PWD-BSR and the National Building Code-2016 shall be applicable

#### **4.3. Electrical Works as per Part C**

All Electrical works envisaged under this contract shall be as per the specifications provided in the tender. The provisions of standards of Rajasthan PWD-BSR, National Building Code-2016 and Indian Electricity Rules shall be applicable. The successful bidders will deploy qualified personnel having valid electrical license for executing all electrical work .

#### **4.4. Structured Cabling Works as per Part D**

All Structured Cabling works envisaged under this contract shall be as per the specifications provided in the tender. The provisions of standards of Rajasthan PWD-BSR and the National Building Code-2016 shall be applicable. However the entire work is required to be executed based on the best industry practice so as to provide the highest data transmission speed.

#### **4.5. Air-conditioning Works as per Part E**

All Air-conditioning works envisaged under this contract shall be as per the specifications provided in the tender. The provisions of standards of Rajasthan PWD-BSR and the National Building Code-2016 shall be applicable.

The Evaporator & outdoor Condenser coils of the Air-conditioner shall be of Copper and not Aluminium.

#### **4.6. Furniture Works as per Part F**

##### **4.6.1 Specification for Workstation(s) – Item(s) at S.No. 127 - 129**

- i. Modular furniture work stations, of overall size, as specified having arrangement as single-seater (Corner or Straight) including 1200mm (+ upto 75mm) high tile based partition. The overall size may vary by +50mm, as per

actual site conditions. The final measurements of the workstations, within variation limits, shall be finalized based on the drawing/ plan to be submitted for approval, by the contractor, before execution of work.

- ii. Storage pedestal drawer.
- iii. Adjustable wheel mounted CPU trolley

**a) Frame**

- i. The partition panels shall be tile based & shall have overall minimum thickness of minimum 50 mm.
- ii. The frame work shall be made of Knockdown metal frame comprising of vertical sections made from minimum 1.0 mm CRCA (Cold Rolled Cold Annealed) MS grade 'D' as per IS: 513-1994 formed into channels of minimum size 40mm X 50mm duly powder coated (coating thickness 50 to 60 micron).
- iii. These vertical channels shall have suitable and sturdy arrangement to accept tile cladding.
- iv. All exposed vertical edges of partition panels shall be finished with contoured edged powder coated Aluminum section of minimum 1mm thickness as per grade He-9-63400 as per IS: 733-1983 (or Latest if any).
- v. Connectors shall be of die cast aluminum with a waterfall edge for a continuous transition from horizontal to vertical trim.
- vi. Raceway consisting of powder coated section minimum 1 mm thick of CRCA MS grade 'D' as per IS: 513-1994 of approved shade shall be provided of minimum 100mm size at two levels as shown in drawings of workstation attached.
- vii. Panel should have cutouts of required sizes for installing electrical switch boards (as per approved switch samples).
- viii. There shall be separate slots for passage of data and electrical wires.
- ix. The frames should be designed to easily handle upto 40 Nos CAT 6 wires at entry points.
- x. Tiles shall be offered for options for approval by the EIC, i.e. Fabric tile (tackable/ Acoustic / Pin up Tile) and Laminate Tile/ GlassTile/white board.
- xi. End cap, Inline Cap, Universal Caps shall be of Aluminium extrusions.
- xii. Top & Vertical trim shall be made up of Aluminium extrusions.
- xiii. 2 way / 3 way post shall be made up of minimum 1mm CRCA material.
- xiv. Connectors – 2 way / 3 way / 4 way, shall be of Aluminum Die Cast.

**b) Tile Construction**

- i. Fabric Tiles base shall be made of minimum 4mm thick MDF (Medium density fibre) Material or particle board of minimum 9mm thick, fabric of approved shade and quality.

- ii. Laminate tiles shall be minimum 4mm thick MDF Material base or particle board of minimum 9mm thick base with lamination of approved colour.
- iii. Glass Tiles shall be minimum 4mm thick toughened fitted in powder coated Aluminum Alloy frame (He-9-63400) along with provision of corner/ top/ bottom clips made of nylon 66. The Glass tiles may also require translucent designer film, as directed.

**c) Work surface**

- i. Standard table top height – 740mm (including table top thickness of 25mm)
- ii. Work surface shall be of overall size, as specified made up of 25mm thick laminated plain particle board interior grade conforming to IS: 3087-1985 (or Latest if any) with PVC lipping/edge binding 2mm thick.
- iii. The top shall be factory-made, laminated with laminate of 1mm thickness of approved shade as per IS : 2046-1995.
- iv. Bottom shall have a backing laminate of minimum 0.6mm thickness.
- v. The front edge of work surface shall be provided with machine pressed 2mm thick PVC lipping glued with hot melt EVA glue/edge binding.
- vi. Non-working edges of the work surface shall be provided with machine pressed 0.5mm thick PVC lipping glued with hot melt EVA glue /edge binding.
- vii. The cable manager on the work surface shall be of flexible plastic component for easy and safe passage of wires.
- viii. Keyboard pullout tray made up of durable ABS (Acrylonitrile Butadiene Styrene) / Metal material shall be on sliding telescopic channels.

**d) Adjustable wheel mounted CPU trolley**

- i. Adjustable wheel mounted CPU trolley made up of CRCA 'D' grade MS as per IS: 513- 1994 duly powder coated (coating thickness 50 to 60 micron).

**e) Specification of Powder Coating**

- i. Powder coating shall be with Epoxy powder of a standard shade as approved.
- ii. The specific gravity of powder should be such that it gives DFT (Dry Film Thickness) of 50 – 60 micron.
- iii. It should withstand salt spray test of not less than 1000 hrs as per ASTM- B- 117.
- iv. SCRATCH HARDNESS TEST as per DIN 53153 shall be conducted and results should be such that no scratch shall show bare metal with a load of 3 kgs.
- v. The following seven step phosphating process treatment shall be conducted before powder coating.
  - Hot water rinse
  - Knock of Degreasing
  - De-rusting
  - Cold water rinse

- Activation
- Phosphating
- Passivation.

**f) 3 Drawer Unit ( to be paid separately as item no. 130)**

- i. Pre-laminated three drawer pedestal 450mmX450mmX715mm (Using 18mm thick boards) with two equal size drawer and one file drawer duly fixed under the work surface.
- ii. Drawers shall have full extension telescopic ball bearing slide channel arrangement for smooth operation, with best quality stainless steel handle and latest technology magnetic type central locking arrangement.

**4.6.2 Executive table with ERU (Item No. 131)**

- i. Main table shall be of Size 1800(W)X900(D)X750(H)mm.
- ii. Top and side panel made up of 36 mm thick three layer pre laminate particle board/ block board. Flat edge duly sealed with 1.3mm thick PVC edge banding of approved color pasted with PUR (Polyurethane reactive adhesives) Glue on through-feed edge-banding machine for better bonding of edges.
- iii. The modesty is 18mm thick three layer pre laminate particle board on both sides. Edge sealed with 1.3mm thick PVC edge banding of approved color pasted with PUR (Polyurethane reactive adhesives) Glue on through-feed edge-banding machine for better bonding of edges.
- iv. All the PVC edge beading should be pressed through 200 ° Temperature PUR glue by automatic through feed edge banding machine with corner rounding function.
- v. The all desk should contain adjustable screws is provided at the bottom of the legs for Level adjustment. Grommets (cutouts) with PVC/ABS covers are provided on table top for cabling.
- vi. Three drawer pedestals made of 18mm thick Pre laminated Particle board at the right side of table. The sides of drawers and facia made of 18mm thick pre laminated Particle Board. Back of the pedestal is made of 18mm thick Pre-laminated Particle Board. Pedestal is supported to the table top. Pedestals have 3 drawer 2 for personal and 1 for lateral files. Drawers are to be provided with full extension telescopic ball bearing slide channels. Pedestal is provided with single central locking system.
- vii. ERU (Side unit) size-1140(W)X450(D)X639(H)mm.- Top and side panel made up of 36 mm thick three layer pre laminate particle board. Flat edge duly sealed with 1.3mm thick PVC edge banding of approved color pasted with PUR (Polyurethane reactive adhesives) Glue on through-feed edge-banding machine for better bonding of edges. The modesty(Back) is 18 mm three layer pre laminate particle board on both sides. Edge sealed with 1.3mm thick PVC edge banding of approved color pasted with PUR Glue on through-feed edge-



banding machine for better bonding of edges. Side unit have two sliding /open able shutters & three drawer are provided with full extension telescopic ball bearing slide channels. Three drawer is provided with single central locking system, and open space in it and are made up of 18mm thick pre laminate particle board on both sides. Edge sealed with 1.3mm thick PVC edge banding of approved color pasted with PUR Glue on through-feed edge-banding machine for better bonding of edges. Openable/sliding double door is fitted with rollers /hinges & lock. Openable door unit have one numbers of adjustable shelves. Skirting is made of 18mm thick Pre Laminated Particle Board. All exposed edges are sealed with 1.3mm thick PVC edge banding of approved color pasted with PUR Glue on through-feed edge-banding machine for better bonding of edges. All the PVC edge beading should have pressed through 200 ° Temperature PUR glue by automatic through feed edge banding machine with corner rounding function. The ERU/side unit should also contain adjustable screws at the bottom of the legs for Level adjustment, if needed. The entire table is complete in all respects and made as per specification and as directed by engineer-in-charge.

#### **4.6.3 Executive table (Item No. 132)**

- i. Main table shall be of Size 1350(W)X750(D)X750(H)mm.
- ii. Same as above but ERU not to be provided.

#### **4.6.4 8 Seater Audit (Conference) Table (Item No. 133)**

- i. Main table shall be of Size 2400(W)X1200(D)X750(H)mm.
- ii. All specifications according to the provisions of Executive Table above except the drawer pedestal/ as per site requirements and directions of the EIC

#### **4.6.5 Executive Revolving High Back Chairs (Item No. 134):**

- i. The Chair shall be High back rest ergonomically designed revolving chair.
- ii. The cushioned seat assembly shall consists of insert moulded polyurethane foam (density 40 kg/cum, 55mm thick) upholstered with foam laminated mesh fabric (290 GSM).
- iii. The seat and back should be foam-cushioned and back should have ABS cover. The insert moulded foam is assembled over a load bearing ABS seat cover. The back shall made up of two piece injection moulded frame.
- iv. The inner frame shall be upholstered with mesh fabric and mounted on the main assembly. Fabric shall be fire retardant as per ASTM D 1230-1994/ IS: 11871-1986.
- v. Size of seat shall be minimum (W)-52.5.0cm x (D)-52.5cm.
- vi. Armrest are injection moulded with height adjustable.
- vii. The mechanism of chair shall have following features:360 degree revolving type, Front pivot Synchro mechanism, Tilt tension adjustment, 3 position locking and seat sliding.

- viii. Neck rest assembly shall made up of polyurethane foam upholstered with foam laminated mesh fabric. The neck rest assembly is mounted on the top of back it can be adjusted up to 4.5+/- 0.5cm up-down and has regular adjustment of 30 degree +/-2 degree.
- ix. The chair should have a hydraulic gas-lift (As per DIN 4550 2004-12 - Klass 3) for seat height adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm to 15.0cm. The Telescopic bellow assy. is 3 piece telescopic type and injection molded in black polypropylene.
- x. The pedestal made of appropriate material and shall be fitted with 5 nos twin wheel castor. The size of the pedestal 67.0 cm pitch-centre-dia(74.0 cm with castors). The twin wheel castors are injection moulded in black nylon. The chair base should be of nylon material (BIFMA 5.1) for strength with nylon wheels (As per ANSI/BIFMA X5.1-2002).
- xi. Overall dimensions of Chair shall be, Width of Chair - 74.0cm, Depth of Chair - 74.0 cm and Height of Chair – 130.00 – 140.00cm as measured from pedestal below.
- xii. The entire chair is complete in all respects and made as per specification and as directed by engineer-in-charge.
- xiii. There should be armrest and push-back mechanism (Mechanism Synchro-1 locking)) with test report as under:-

#	Item	Test Standard
1.	Nylon Caster	ANSI/BIFMA X 5.1- 2002
2.	Nylon Base Dia 640	BIFMA 5.1
3.	Gas lift	DIN 4550: 2004-12 - Klass 3
4.	Mechanism Synchro-1 (locking)	ANSI/BIFMA X5.1 - 2002
5.	Fabric Flammability	ASTM D 1230-1994, IS:11871:1986

#### 4.6.6 Visitors Revolving Mid Back Chairs (Item No. 135):

- i. Same as above but with Size of seat shall be minimum (W)-50.cm x (D)-50cm and Overall dimensions of Chair shall be: Width of Chair - 74.0cm, Depth of Chair - 74.0 cm and Height of Chair-95.00 – 105.00cm as measured from pedestal below.

#### 4.6.7 Sofa 3 / 2/ 1 seater (Item No. 136-138)

- i. Dimensions:

	3 Seater	2 Seater	1 Seater
Seat width	535±10mm		
Seat Depth	535±10mm		
Seat Height	435±10 mm		
Overall Depth	990±10 mm		
Total Seat Width	1600±50 mm	1070±50 mm	535±50 mm
Overall Width	2000±50 mm	1250±50 mm	750±50 mm

- ii. The Sofa shall be constructed from natural hard wood and commercial plywood having inner frame.
- iii. The sofa shall have spring attached and also be padded separately. The frame shall be padded with high resilience polyurethane foam having density 40Kg/m<sup>3</sup> in seat and 32Kg/m<sup>3</sup> in back.
- iv. There shall be cushion arm provided padded with high resilience polyurethane foam having density 40Kg/m<sup>3</sup>. The base of the arm shall have SS 202 grade frame having cross-section area 70mm X 10mm.
- v. The structure shall be upholstered with leatherette tapestry 1±0.2 mm thick and 535 GSM.
- vi. The understructure shall consist of SS loop leg having cross-section area 70mm X 10mm. There shall be shoe provided at the bottom to avoid scratches on the floor.

#### 4.6.8 Centre Table ( Item No. 139):-

- i. The centre table shall be of size 1200mm X 600mm made of 1<sup>st</sup> Quality Teak wood fine finished in natural colour with PU Polish. The Top shall be of 8mm float glass with suitable etching patterns complete in all respects.

#### 4.6.9 Specification for Mechanical Filing Storage Compactor ( Item No. 140):-

- i. The file compactor should consist of storage units 450-460mm deep movable-bolted to the undercarriage, which rolls on to the channels, which should be firmly embedded to the ground.
- ii. The file compactor shall be of 12 bays with three bays in each row as per combination detailed below:
  - a. Single(row) faced 3 Bays deep fixed unit – 1 No.(3 bays)
  - b. Double(rows) faced 3 bays deep mobile unit – 1 Nos. (2x3=6 bays)
  - c. Single (row) faced 3 bays deep mobile unit – 1No (3 bays)

*(all the above consist of one Set)*
- iii. The approximate dimension of the storage rack is as follows, however the supplier can select from their standard size closer to the below mentioned dimensions. The height of the unit shall be 2180mm and the depth shall be 450 - 460mm for single Faced units and 900 - 920mm for Double faced units. The width shall be 2700mm. Each unit should have 05 Loading levels formed by 04 nos. adjustable shelves.
- iv. **Main body construction:** Rigid knock down construction made out of 0.8 mm thick CRCA steel conforming to IS: 513 for CRCA and IS 10748 for HRCA only from reputed steel manufactures like TATA or ESSAR. Each body block building should consist of 1 Main unit and then 1 Add-on Unit. Body units must be bolted to undercarriage.
- v. **Finish:-** The bodies including shelves should be given antirust surface treatment and shall be powder coated with epoxy polyester powder. Final finish shall be of epoxy polyester powder coating of **Metallic Silver & Metallic Black** shade with a dry film thickness of minimum of 40 microns (approx.) & oven baked.

- vi. **Shelf construction:-** It should be made of 0.8mm thick CRCA steel conforming to IS:513 Gr.D. Its maximum load bearing capacity should be 45-50 kgs. Uniformly distributed per shelf. Shelves shall be mounted on support brackets and shelf level should be adjusted at approx 25 pitches. There shall be 4 adjustable shelves per body giving 5 loading levels. Size of shelf shall be 455-460, 425-430mm.
- vii. **Undercarriage Construction:-** The undercarriage should be welded frame made of HR sheet 3.15mm thick conforming to IS:10748 suitably fabricated to take the loads based on configuration. Size of undercarriage shall be approx. 910- 935mm X (no. of bays) (Width) X 910-915mm-915mm(Depth) X 65-70mm (Height). External load carrying capacity per understructure shall be maximum 1200 kgs. (approx.). The undercarriage , after pre-treatment shall be coated with final finish consisting of epoxy polyester powder coat of **Metallic Black** and with a dry film thickness of minimum 40 microns (approx.)
- viii. **Centralized Locking:-** A centralized locking arrangement shall be provided through locking stiffener mounted on to back of single last unit so that it gets locked on channels when all the units are brought together. Each drive type unit should have locking knob near the drive wheel for manual locking of individual units when a person is using those units. Knob should be rotated to unlock position when units are to be moved. After the unit is moved, before entering into aisle for accessing, this knob should be rotated to lock position. Each stopper should be provided at the end of channels to prevent derailment.
- ix. **Fasteners:** The nuts and bolts should be galvanized/black iodized/Zn plated. The **Guide channels** should consist of “J” section 2mm (approx) thick HR sheet and 25mm square bright bar-both connected by screws. Prior to the embedding of the guide channels with the help of raul plug and screw, the ground should be in properly leveled condition. The Label Holder should be made from 2mm thick (approx) clear transparent acrylic sheet and having outer dimension of 150 x 105 mm (approx.). Drive type configuration movement of unit should be achieved mechanically through a PU drive wheel and sprocket-chain tensioner arrangement mounted rigidly onto body side. A 1.0 mm thick HR sheet cover fixed on to the body side should cover the drive arrangement. The PU drive wheel should be rigidly fixed at suitable height on body side. The file compactor shall be covered with standard company guarantee /warranty for the prescribed Defect Liability Period.
- x. **Miscellaneous Material Specifications:**
- Bearings: Bearings from reputed manufactures like SKF, NBC, NTN or equivalent with corresponding test certificate only to be used.
  - Chain: Diamond or Roll-on like Brand chain only to be used.
  - Wheel: Iron Die Cast with anti-rust Zinc. Loading: 1000 kg/ wheel.
  - Guide Rail: Should be made of 25mm Solid Steel with electroplated finish.
- xi. **Fabrication Details**
- Super Structure:-** Super structure of the compactor storage system should be pillar based rigidknock down type in specs as indicated below.
    - Upright:-LC channel design in 1.6mm thickness with pitch in 50 mm

increment.

- Shelves:-Boltless type shelves with thickness of 0.8mm, CRCA Quality steel having 10 foldseach design to carry a UDL of 50 kg/panel.
- Front Cladding:-Anti dust with 0.8 mm thickness. Rear Cladding:-Use single sheet of 0.8mm thickness with the full height stiffener of 1 mm thickness to enhance the strength of the system.
- Side Cladding:-Use three sheet of 0.63mm thickness rather than single one so that it gives strength to the system. Inner Cladding:-Provide U & Z type of two sheets with 0.63mm thickness to cover themechanism from top to bottom.
- Top Channel:-used 1mm thick sheet.
- Tong & Groove:-Specially designed for preventing the dust & insects.
- Bumper:-Natural Rubber of 22 X 19mm; 22X 39mm.
- For Central partition in DFM use 0.63 mm (min) thickness of Sheet.
- Index Holder:-For maintain the record by user.

**b. Under Structure**:- Base frame should be fabricated from HRC material confirming to IS10748/IS1079 with thickness of 2.5mm with height of 100mm.

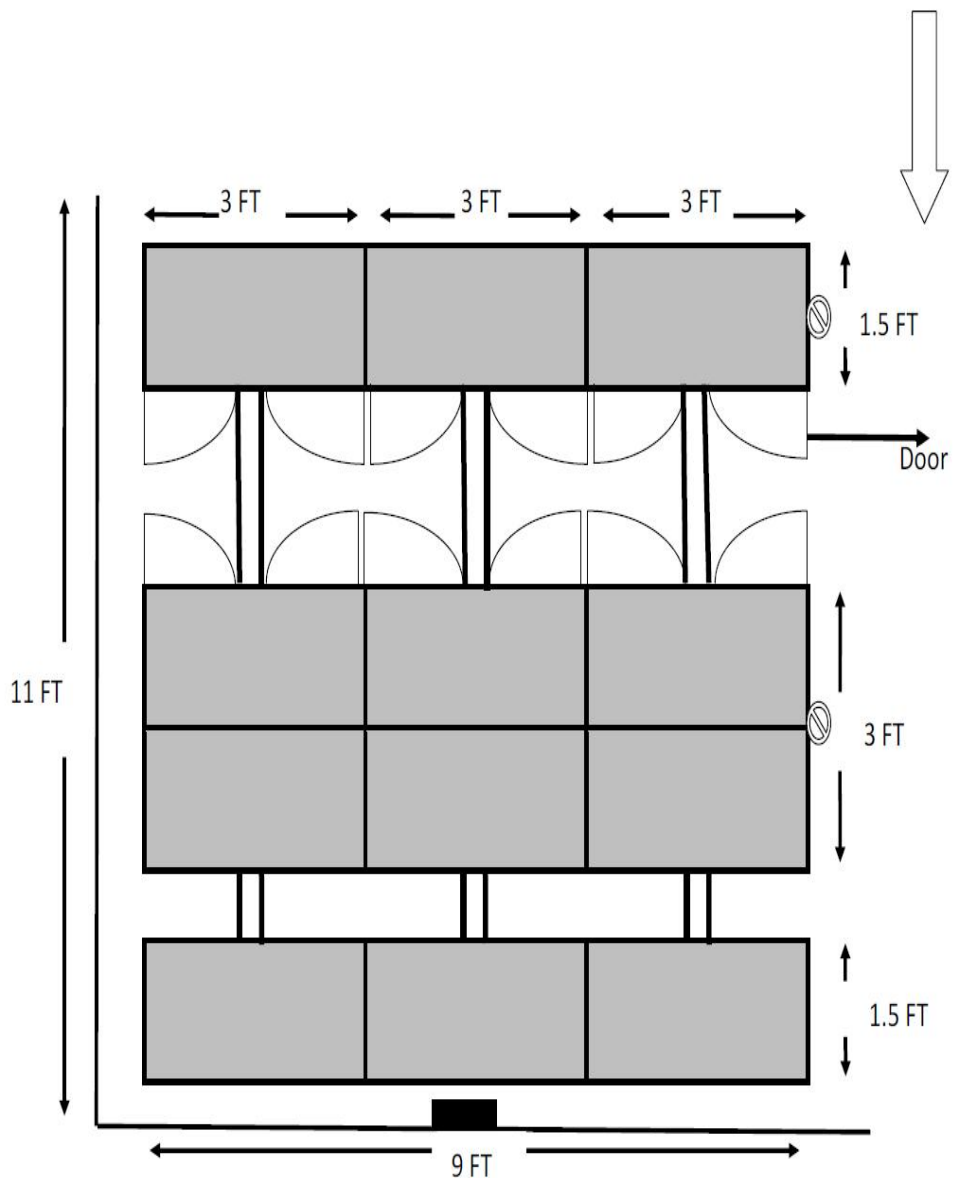
- Bearing: In one bay & two bay system 7 no of bearings, three bay having 8 no of Plummer bearing be used in the system
- Guide Rail: Two no. of rail is provided in 1, 2 & 3bay. Drive mechanism:- It should be provided in between front cladding and inner cladding; it includes the arrangement of two stage chain and sprocket.
- Sprocket & chain tensioner: The drive mechanism should comprise of sprocket and chain tensioner arrangement (two stage sprocket –chain arrangement). Movement shall be achieved mechanically three bay drive wheel.
- Chain: The chain used should be Diamond/Rollon make only.
- Driving wheel: PU moulded with Steel insert for better strength. Driving wheel should comprise of a central hub resting on a pair of roller bearings with three insert arms engaging into the hub. Easy knob on handle should be provided for easy & smooth handling of the system.
- Safety Lock: Each drive type units shall have locking KNOB near the drive wheel for manual locking of individual units.
- Central lock: Each system should be provided with a central lock to enable locking of the entire system with one key.

xii. **Document to be submitted by the vendor for approval by EIC**

- a. Drawing of the mobile compactor arrangement with dimensions.
- b. Dimensions of the individual units separately for single faced and double faced.
- c. Raw material used
  - Steel grade and brand / manufacturer with test certificate
  - Colour, coating and finish
  - Bearing brand with test certificate

- Chain brand
  - Wheel type and load capacity
  - Guide rail dimension and finish.
- d. Fabrication
- Details of super structure which includes upright, shelves, front cladding, Rear cladding, Side cladding, Inner cladding, Top channel, Tong & Groove, Bumper, Centre partition and index holder.
  - Details of under structure base frame, number of Plummer bearing in the bays and number of guide rails.
- e. Drive Mechanism
- Details of drive mechanism (sprocket and chain tensioner arrangement)
  - Details drive wheel,
  - Individual safety lock
  - Central safety lock
- f. Operation & Maintenance Manual

xiii. **Typical 3 Bay Mobile Compactor Layout**



#### **4.6.10 Specification for Storage ( Item No. 141 – 142):-**

- i. Storage shall be of pre-laminated interior grade particle Board confirming to IS: 2046-1995 / made of 19/20mm thick ISI marked board with 1.50mm thick laminate on front, sides & top. All other sides (internal / external) shall be finished with Duco Paint in desired shade, complete as directed by the EIC
- ii. It should have suitable adjustable shelves for effective space utilization. The units shall have two doors with a suitable locking arrangement and other desired heavy duty hardware.
- iii. Metal leveler brackets shall be provided to give extra strength, as per requirements.
- iv. The storage shall not have any sharp edges. It should be of desired shade as approved by RSMML / EIC.

#### **4.6.11 Specification for Wooden Partition ( Item No. 143):-**

- i. Partitions shall be of desired height, as specified by the EIC. The partitions can be solid / partly glazed low height partitions.
- ii. The partitions shall be constructed with (2 ½ ” thick) frame work with hard & treated wood/ GI/ Aluminium vertical members at 2’ c/c and 3 horizontal members at equal distance.
- iii. The partitions shall be fine finished with 12mm plywood / MDF on both sides finished with 1.50 mm thick laminates of approved make and shade as instructed.
- iv. For glazing wherever required, Item to include 12 mm thick glass (clear/frosted) to be fixed as instructed. The exposed edges, if any of the glass to be finished in mirror polish.
- v. The top & side edges of the partition shall be provided with a suitable TW runner which should be melamine polished in matching colour of laminate etc complete in all respects.

#### **4.6.12 General**

- i. All exposed veneer / wood shall be fine finished with two coats of lacquer / PU polish in desired shades, as directed by the EIC.

#### **4.7. Undertaking for inspection of site**

Each Bidder shall ensure to inspect the site to understand the scope of work and working conditions, hindrances and restriction etc., prior to submission of the bid and enclose a certificate / affidavit to this account as per the format placed at Annexure - , alongwith the techno-commercial offer. In absence of the same the bid/ offer is liable to be rejected.

#### **4.8. Warrantee for supplied equipments**

The contractor shall submit to the Company, all original Warrantee Cards for various equipments / supplies arranged from OEM’s duly endorsed in name of RSMML.

#### **4.9. Samples / designs of all items to be approved by the EIC**

The contractor shall arrange to furnish the samples (on returnable basis) of all items of work along with working drawings' wherever needed, to the EIC for approval prior to executing the respective works.

The works are to be strictly executed in accordance with the list of approved makes. The selection of any particular make, based on samples provided by the contractor, shall be at the sole discretion of the EIC.



#### 4.10. List of Approved Makes

S.No	Item Description	Approved Makes
1.	Air-Conditioners	Mitsubishi Heavy Industries / O- General / Diakin
2.	Cat-6 cables, Information Outlets/ Patch Cord	Amp, Avaya, Molex, Penduit, Dax
3.	Telephone Cable	Delton, Finolex, National, RR Kabel, Polycab
4.	Copper Conductor	RR Kabel , National, Finolex
5.	LT Cables	Gloster ,CCI, Finolex
6.	Modular Switches	MK ( wrap around ), Legrand ( Myrius ), North West (PC Plus), C&S, Leader (Teak wood / Blenz), Schneider (Opale), L&T (Oris), Philips, Havell's (Crabtree)
7.	Distribution Boards	Schneider ( Acti 9 ), L&T, Legrand (Ekinoxe / Lexic), ABB (SH200M)
8.	Fans (Ceiling/ Wall / Exhaust )	Almonard, CG, Khaitan, Orient, Ortem, Havell's
9.	LED Lights	Philips, Bajaj, CG, Wipro, GE
10.	Sanitary Fittings	Hindware/Cera/Jaquar
11.	Plumbing Fittings (CP)	Jaquar/ Grohe /Duravit
12.	Vitrified Tiles/ Tiles	Kajaria / Jhonson / NITCO
13.	Brass Hinges	Ebco/Janta/Venus
14.	Sliding Channels/ fittings	Earl Bihari(EBCO)/Godrej/Kich
15.	Locks	Godrej/ Efficient Gadgets/ Union
16.	Glass	Saint Gobain/ Asahi India
17.	Paints	ICI/British Paints/Asian
18.	Laminate	Greenlam/Archid/Sunmica
19.	Upholestry	Golden/ Vimal/Raymond/ Orkay/ Champagne
20.	Castors	Relaxo / Paramount
21.	Foam	Sleepwell

**Note :** For any/ all items not mentioned herein above the makes of items to be used shall be decided by the EIC.

# TECHNO COMMERCIAL OFFER

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

## 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				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	18-19	19-20	20-21	21-22
(Audit report to be enclosed)				
Details of valid electrical licence in his own name				
Name & Address s of Banker(s)				
PAN No,				
Goods and Service Tax Registration No.				
PF Account number				
Labour License Number				
If tenderer is in any other business also Please specify				
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate				
Others (specify)				
Bank details of RTGS				
	1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch			

**(Signature of Tenderer with seal)**

**PART – I (Technical Bid)****Name of work : Renovation works of Second Floor at Khanij Bhawan, Jaipur (Raj)****e-Tender No. RSMM/ CO / GGM(Cont)/Cont-15/22-23 Dated 18.11.2022**

Year	Details of turnover
2018-19	
2019-20	
2020-21	
2021-22	

Turnover (Attested scan copy of audited Balance Sheets of last four financial years & other appropriate proof i.e. Form -16 to be uploaded )

Signature of contractor with address.

## DECLARATION

*(On the letter head of the tenderer firm)*

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

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

**Signature with name & seal**

Date Place

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**BILL OF QUANTITIES (BoQ)**Name of Work: Renovation of Office at 2<sup>nd</sup> Floor, Khanij Bhawan, Jaipur

e-Tender No. RSMM/ CO / GGM(Cont)/Cont-15/22-23 Dated 18.11.2022

Time period : 4 month

S.No	Description	Unit	Qty	Rate	Amount
	<b>Part A - Civil Works</b>				
1	Providing 10 mm thick plaster of Paris (gypsum anhydrous) ceiling upto a height of 4.0 m above floor level over grid made out of GI Channel/ T-sections 35x15x1.5 mm size main runners and cross runners 23.5x19x1.5 mm fixed to main runners placed 600 mm centre to centre both ways so as to form a grid of 600 mm square and reinforced with rabbit wire mesh fixed to GI frame and then applied with POP plaster to give even & smooth finish in line & level including paneling on the beams to provide a cove for lighting (all flat front area to be measured in sq.ft). The frame work shall be suspended from ceiling by level adjusting hangers of 6 mm dia M.S rod fixed to roof slab by means of ceiling cleats. The suspenders shall be placed 600x 1200 mm centre to centre including fixing to the frame with C.P brass screws including necessary openings/ cuttings for electrical fixtures complete in all respects as directed by the Engineer-in-charge : Flat Area	Sqm	300	Rates to be quoted online in prescribed format available at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>	
2	--do-- Add extra for providing & fixing 4/6mm thick veneered ply of approved patterns, shade & design over / on the POP false ceiling duly fine finished with melamine / PU polish in matt finish complete in all respects as directed by the Engineer-in-charge.	Sqm	5		
3	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete	Sqm	750		
4	Providing & Laying POP moulding & beading in ceiling including nailing & scaffolding etc. complete of size : '25mm x 25 mm	Rm	100		
5	Providing & Laying POP Cornice of required design & pattern in ceiling including nailing & scaffolding etc. complete with fine finishing of size:'110mm x 65mm	Rm	175		
6	Wall painting with plastic emulsion paint of	Sqm	200		

S.No	Description	Unit	Qty	Rate	Amount
	approved brand and manufacture to give an even shade including all scaffolding: Two or more coats on new work including preparation of base with primer, putty, lippy etc complete in all respect.				
7	Providing and applying superior quality wall painting with Velvet touch emulsion paint of approved brand and manufacture to give an even shade with putty and preparation of surface applying with the help of paint roller the work complete in all respect as per direction of Engineer-in-charge. New Work Three or More coat	Sqm	850	Rates to be quoted online in prescribed format available at <a href="http://www.eprc.rajasthan.gov.in">www.eprc.rajasthan.gov.in</a>	
8	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : One or more coats on old work.	Sqm	200		
9	Finishing walls with textured exterior grade paint of required shade as per approved colour complete as per manufacturers specifications including primer coat and protecting coat including scaffolding and safety provision : Trowel Finish av. thickness 2000 to 2500 microns.	Sqm	75		
10	P & F 1st quality Heavy Duty Vitrified Polished Digital tiles on floor, skirting and steps etc.in different sizes (thickness minimum 10mm) with water absorption less than or equal 0.08% and conforming to IS 15622 of approved make in all colour and shade, laid with 20 mm thick CM 1: 4 including grouting the joints with epoxy based tile joint filler of desired shade etc complete. : size 600 mm X 1200 mm	Sqm	300		
11	Providing and fixing Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete :South Zed Black: Above 3601 cm <sup>2</sup> Slabs	Sqm.	10		
12	P & F 1st quality Vitrified Porcelain Polished tiles on floor, skirting and steps etc.in different sizes (thickness minimum 10mm) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour and shade,	Sqm	22		

S.No	Description	Unit	Qty	Rate	Amount
	laid with 20 mm thick CM 1 : 4 including grouting the joints with epoxy based tile joint filler of desired shade etc complete. Size 600 mm X 600 mm				
13	Providing and fixing external grade board solid core single leaf flush door shutters ISI 2202-67 marked using Phenol formal dehyderesin in glue both sides with approved steel fittings complete as directed :35 mm thick : Decorative veneer of approved pattern & shade both side with fine finished two coats of lacquer / PU Polish :	Sqm	2	Rates to be quoted online in prescribed format available at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>	
14	Providing & fixing Wall paneling using veneer of approved shade & pattern including the base frame using hard, seasoned wood complete as directed by the EIC on walls, columns & door jambs with necessary wooden base / fromae and mouldings/ beadings fine finished with two coats of lacquer / PU coating complete in all respects as directed by the Engineer in charge.	sqm	50		
15	Providing and fixing frameless fully glazed 12mm thick entrance Toughened glass door comprising of single /two leaf glass shutter of desired size as per site fully glazed with opaque polyester self adhesive film in desired pattern complete with necessary patch fittings, handles, etching, pivot/ hinge arrangements, door closer & lock complete etc.	sqm	23		
16	Providing and fixing of openable uPVC Doors with or without fix top: Frame Made of Extruded uPVC Window Profile Section of size 60w x 70h mm having outer wall thickness of 2.75mm (+/- 0.2mm) and 3 box multi-chamber construction, White in finish, duly reinforced with 1.2mm thick GI section. All the corners shall be mitered cut & thermal welded so as to form door frame. Fix Mullion made of 60w x 80h mm uPVC Profile Section with steel reinforcement shall be provided for the top fix portion of the doors or in case of the doors having more than two openable shutters, as per the requirement / drawing. Frame of openable door shall have „O“ type EPDM gasket fitted in in-built groove of frame profile for proper air & sound insulation of the shutter. The shutters of openable door shall be made of 60w x 95h mm Extruded 3 box multi-chamber uPVC Window Profile Section of white colour having outer wall thickness of 2.75mm (+/-	sqm	15		

S.No	Description	Unit	Qty	Rate	Amount
	0.2mm) provided with reinforcement of 2.0 mm thick GI section duly mitered cut & thermal welded at all corners, provided with center mullion (if specified in drawing) of size 60w x 80h mm uPVC Profile Section and fitted with uPVC glazing bead of size 36 x 20mm with inner and outer co-extruded EPDM/TPE-E weather seal gaskets alongwith 6mm thick ISI make plain float glass. All welding joints of frame and shutter shall be cleaned and milled with the CNC mechanism to provide uniform grooved finish on all visible joints. Hardware: Each openable door shutters is to be fixed with three load beading butt hinges and locking of doors is to be provided with multi-point transmission gear (ESPAG) with white finish powder- coated lockable handle. Installation at site: Complete door is to be installed on site with 10 X 100mm fastners with white cap in existing pre-finished wall cut-out cemented to glass level plane at all height & width and silicon glue is applied to fill up the crevices between wall and door frame. Complete in all respect as per the drawing and specification and direction of engineer-in-charge.				
17	Providing and fixing of uPVC Sliding windows: Frame Made from the Extruded uPVC Window Profile Section of size 106w x 50h mm having outer wall thickness of 2.5mm (+/- 0.2mm) and 3 box multi-chamber construction, White in finish, duly reinforced with 1.2 mm thick GI section. Frame shall have three track configuration, Vertical member of frame which bears the sliding shutter load shall have aluminium rail/track for smooth sliding of shutter rollers. All the four corners shall be mitered cut & thermal welded so as to form window frame. Frame shall be milled with drain and air equalizer hole in order to be water tight and for drainage of accumulated water, if any, to outer side. The shutter of sliding window shall be made of 39w x 69h mm Extruded 3 box multi- chamber uPVC Window Profile Section of white colour having outer wall thickness of 2.5mm (+/- 0.2mm) provided with reinforcement of 1.5mm thick GI section duly mitered cut & thermal welded at all corners and fitted with uPVC glazing bead of size 22 x 20 mm with inner and	Sqm	50		

Rates to be quoted online in prescribed format available at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)



S.No	Description	Unit	Qty	Rate	Amount
	outer co-extruded EPDM/TPE-E weather seal gaskets alongwith 6mm thick plain float glass.				
18	Providing and fixing of uPVC casement fixed windows or ventilators manufactured in ISO 9001:2000 & 14001:2004 certified company. Frame : Made from the Extruded uPVC Window Profile Section of size 60 x 60mm having outer wall thickness of 2.25mm (+/- 0.2mm) and 3 box multi-chamber construction, White in finish, duly reinforced with 1.2mm thick G/J/U/O TYPE GI section. All the four corners shall be mitered cut & thermal welded so as to form window frame. Frame shall be milled with drain and air equalizer hole in order to be water tight and for drainage of accumulated water, if any, to outer side. Fix Mullion made of 76 x 60mm uPVC Profile Section with steel reinforcement shall be provided in windows as per the requirement. Frame shall have 'O' type EPDM gasket fitted in in-built groove of frame profile for proper air & sound insulation of the shutter. Glazing bead of size 34 x 20mm with 'K' & 'O' type inner and outer EPDM weather seal gaskets alongwith 5mm thick ISI make plain float glass. All welding joints of frame and shutter shall be cleaned and milled with the CNC mechanism to provide uniform grooved finish on all visible joints. Hardware : Installation at Site : Complete window is to be installed on site with 10 x 100mm fastners with white cap in existing pre-finished wall cut-out cemented to glass level plane at all height & width and silicon glue is applied to fill up the crevices between wall and window frame. Complete in all respect as per the drawing and specifications and direction of engineer-in-charge.	Sqm	10		
19	Providing and fixing Zebra blinds:- Supply & fixing in position of vista or equivalent dim out zebra blinds roller tube made of anodized aluminium alloy extruded upto 40mm outside diameter weight upto 220gms/running mtr. Heavy control unit made of high strength reinforced plastic with warp spring clutch heavy high carbon steel spring for transmitting from the mechanism. idler of high strength reinforced plastic, consisting of outside sleeve and centre shaft bottom rail made of high strength	Sqm	65		

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S.No	Description	Unit	Qty	Rate	Amount
	aluminium alloy extruded tube powder coated with valance rail and ceiling rail covered with cap including ceiling blackout designed shade of fabric provide by the manufacture complete in all respects as directed by the Engineer-in-charge.				
	<b>Part B - Sanitary &amp; Miscellaneous Works</b>				
20	P & F White Vitreous China <i>Double Syphonic European W.C.</i> (I.S:2556Mark) with mounted W.V.C. flushing cistern of (IS : 2556 Mark) of 10 litre capacity complete with all necessary internal fittings including cutting and making good the wall and floor.	Each	1.0		
21	P & F WVC Wash basin (Ist quality IS:2556 Mark) of approved make with C.I. brackets duly painted 1 No. 15 mm C.P. Pillar cock (IS:8934 Mark) & 32 mm C.P. brass waste coupling of approved make, P.V.C Waste pipe with PVC nut 32 mm complete including cutting & making good the wall :Size 580 mm x 450 mm	Each	1.0		
22	1.0 mm thick stainless steel AISI -304 & IS 13983-1994 kitchen sink of approved make as per Engineer-in-charge with large waste coupling. Overall Size 45 x 20 x 8; Bowl Size 20x16x8 (with drain board)	Each	1.0		
23	P & F <i>Bevelled edge Mirror/mirror with teak wood lipping around</i> of special glass of approved make as per direction of Engineer-in-charge complete with 6mm thick commercial ply base fixed to wooden screws & washers. Size 600 x 450mm x 4 mm thick	Each	1.0		
24	C.P. brass towel rail with brackets 450 x 20mm.	Each	1.0		
25	P & F Grating of approved quality/make: Stainless Steel Sheet size 125mm dia.	Each	3.0		
26	P & F Liquid Soap Container with brackets complete of approved make: C.P. brass	Each	1.0		
27	P & F Bib Cock (IS : 8931 Mark), Superior quality of approved make:				
28	(-do-) Long body, 15mm nominal bore weight not less than 690 gm	Each	1.0		
29	(-do-) Elbow-action, 15mm nominal bore.	Each	1.0		
30	Dismantling of existing paneling, false ceiling, floor, tile, electrical fittings, sanitary, plumbing & fixtures complete including disposal of dismantled material and stacking / deposition of usable material complete as per directions & instructions of Engineer in charge	lumpsum	1.0		
31	Civil, sanitary, plumbing repairs including	lumpsum	1.0		

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S.No	Description	Unit	Qty	Rate	Amount
	plaster & floor repair using water proofing compound, redoing of all plumbing work using GI pipes of all sizes including necessary fittings, redoing of all Soil Waste & water waste pipes including necessary chambers, traps & other fittings complete in all respects as per directions & instructions of Engineer in charge				
	<b>Part C - Electrical Works</b>				
32	Wiring of light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) of approved make in surface / recessed ISI marked MMS ( IS:9537 P - III ) PVC conduit & it's accessories, round tiles,18 SWG M.S. box with earth terminal, 6 A switch, 3.0 mm thick ISI marked phenolic laminated sheet, zinc plated / brass screws, cup washers, making connections, testing etc. as required.				
33	Medium point (up to 6 mtr.)	P. point	45.0		
34	Long point (up to 10 mtr..)	P. point	45.0		
35	Wiring of 3 pin 5 amp. Light plug point with 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FRLS PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) of approved make in surface / recessed ISI marked MMS ( IS:9537 P - III ) PVC conduit & it's accessories, 18 SWG 175 mm x 100 mm x 60 mm M.S. box with earth terminal, 6 A switch, 6 A socket, 3.0 mm thick ISI marked phenolic laminated sheet, zinc plated / brass screws, cup washers, making connections, testing etc. as required.				
36	On board	P. point	71.0		
37	S&F following sizes (dia.) of ISI marked medium duty PVC conduit along with accessories in surface / recessed using saddles, clamps, fastener as required including cutting the wall, covering conduit and making good the same as required.				
38	20 mm	R. mtr.	500.0		
39	25 mm	R. mtr.	300.0		
40	32 mm	R. mtr.	200.0		
41	Supplying and drawing FR PVC insulated &				

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S.No	Description	Unit	Qty	Rate	Amount
	unsheathed flexible copper FRLS conductor ISI marked (IS:694) of 1.1 kV grade and approved make in existing surface or recessed conduit/casing capping including making connections etc. as required.				
42	2 x 2.5 sq. mm. + 1x1.5sqmm	Mtr.	500.00	Rates to be quoted online in prescribed format available at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>	
43	2 x 4.0 sq. mm. + 1 x 2.5 sq. mm.	Mtr.	300.00		
44	2 x 6.0 sq. mm. + 1 x 2.5 sq. mm.	Mtr.	200.00		
45	Supplying and drawing PVC/ Polythene insulated and PVC sheathed unarmoured/ armoured telephone cable with 0.5 mm dia. Tinned / annealed copper conductor taped & confirming to ITD specification S/WS -113C of approved make in existing surface or recessed conduit/casing capping. Unarmoured Telephone cable in existing surface or recessed conduit/casing capping				
46	2 pair	Mtr.	100.0		
47	3 pair	Mtr.	100.0		
48	4 pair	Mtr.	100.0		
49	50 pair	Mtr.	30.0		
50	P & F Krone module with base frame in the recess / surface made out of 16 SWG sheet steel box, front openable, having locking arrangements duly powder painted.,including dressing, ferruling and punching of telephone cable with krone tool etc. as required.				
51	50 Pairs	Each	1.0		
52	Supplying and fixing of power plug point Modular accessories on hot dipped galvanized modular on surface or in recessed with suitable size of grid plate with cover plate including cost of modular 16 amp. Switch and socket outlet, making connection, testing, etc. as required.	Each	20.0		
53	P & F following modular accessories made out of unbreakable and fire retardant poly carbonate with silver contacts including making connections testing etc. as required				
54	6 A one way switch	Each	150.0		
55	6 A two way switch	Each	5.0		
56	6 A bell push	Each	10.0		
57	16 A one way switch	Each	20.0		
58	6 A 3 pin shuttered socket	Each	75.0		
59	16 A 6 pin shuttered socket	Each	20.0		
60	RJ-11 telephone jack single two line	Each	36.0		
61	RJ-45 computer jack with shutter	Each	36.0		

S.No	Description	Unit	Qty	Rate	Amount
62	5 step fan regulator 2 Module	Each	7.0		
63	Blanking plate	Each	10.0		
64	32 Amp. 2 Module switch With Indicator	Each	2.0		
65	25 Amp. 2 Module Socket	Each	6.0		
66	P & F following size mounting grid plates with cover plates				
67	1/2 Module	Each	10.0		
68	3 Module	Each	10.0		
69	4 Module	Each	50.0		
70	5/6 Module	Each	100.0		
71	8 Module	Each	50.0		
72	P & F following size hot dip galvanized M.S. box of 20 SWG with earthing terminal in recess/ surface suitable for modular accessories as required.				
73	1-2 Module	Each	72.0		
74	3 Module	Each	10.0		
75	4 Module	Each	50.0		
76	5-6 Module	Each	100.0		
77	8 Module	Each	50.0		
78	P & F Star rated double ball bearing capacitor start, aluminium body & blade ceiling fan with down rod up to 30 cm with 3 x 1.5 sq.mm pvc insulated flexible copper conductor making connection testing etc. as required.				
79	1200 mm Sweep 5 Star rated	Each	7.0		
80	P & F of ventilating fans, Capacitor start, single phase with PVC impeller, ABS body, automatic openable louver shutter in existing opening including making connection, testing etc. as required.				
81	250 mm sweep	Each	5.0		
82	P & F heavy duty, Double ball bearing and with sturdy mesh guard; Aluminium alloy one piece blade wall mounting oscillating type air circulator conforming to IS:2997, including fixing with anchor bolts, regulator making connection testing etc. as required.				
83	450 mm sweep With three speed regulator	Each	6.0		
84	P & F of IP20 LED ceiling / recessed / suspended mounting light fixture made from CRCA sheet steel housing, high purity / transmissivity diffuser for uniform light distribution. High efficiency driver electronics having efficiency > 85% and in compliance to IEC standards (Integral with light				

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S.No	Description	Unit	Qty	Rate	Amount
	fixture). Power Consumption of 40W / 50W / 60W ~ 3000/3300/4200 lumens, System lumen efficacy of 70 - 80 lm/Watt output suitable for 2x36WFTL / 2x36W CFL / 3x36W CFL light fixtures, life time of 50,000 burning hours with 70% initial lumens maintained. CCT 3000°K, 4000°K & 6000°K. Fixtures shall be CE compliance.				
85	Recessed Mounting				
86	36W LED light fixture 2'x2' with acrylic / prismatic front cover.	Each	20		
87	P & F of IP20 LED batten type light fixture made from CRCA sheet steel housing suitable for mounting LED tube system (integral driver), Power Consumption of 18W / 36W 1500-3000 lumens, system lumen efficiency 80 lm/Watt output, life time of 50,000 burning hours with 70% initial lumen maintained. CCT 3000°K, 4000°K & 6000°K..				
88	4' LED Tube shape fixture 18W	Each	25		
89	P & F of IP20 LED Recessed / Surface Mounted, Round / Square Non-Dimmable Downlight with die-cast aluminum housing & Heat Sink for heat dissipation, high purity reflector with external driver having efficiency > 85% and in compliance to IEC standards. Power Consumption of ≤ 7W/ 10W / 15W / 18W with ~ 500 / 750 / 1100 / 1250 lumens, System Lumen efficacy of 70 lm / watt output suitable to replace 1x18W / 2x18W / 2x 26W CFL Downlights, life time of 50000 Burning Hours with 70% of initial Lumen maintained. CCT 3000°K , 4000°K & 6000°K. Fixture shall be CE compliance.				
90	Recessed Mounting				
91	LED Downlight 9/10W	Each	36		
92	P&F recessed/ surface mounting heavy duty Vertical type 16 SWG sheet steel Distribution board with provision of incomer suitable for MCB / RCCB and SP / TP MCB as outgoing , phosphatised , powder painted complete with insulated suitable rating copper bus bar , neutral link, earth link and din bar, masking sheet, conforming to IS13032 & IS8623 including making internal DB terminations with copper lugs , testing etc. as required.				
93	Double door				
94	12 Way	Each	4.0		

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S.No	Description	Unit	Qty	Rate	Amount
95	P&F 240/415 V AC MCB with positive isolation of breaking capacity not less than 10 KA (B/ C/ D tripping characteristic) ISI marked IS 8828(1996)]/ conforming to IEC 60898 in existing board/sheets including making connections, testing etc. as required.				
96	Single pole MCB				
97	6 A to 32 A rating	Each	24.0		
98	Double pole MCB				
99	6 A to 32 A rating	Each	6.0		
100	Single pole & neutral MCB				
101	6 A to 32 A rating	Each	6.0		
102	Four pole MCB				
103	6 A to 32 A rating	Each	1.0		
104	40 A 63 A rating	Each	1.0		
105	P&F 240/415 V isolator conforming to IS:13947-III/ IEC 60947-3 on existing board / sheet including making connections, testing etc. as required.				
106	Double pole isolator				
107	30 A / 40 A rating	Each	1.0		
108	63 A rating	Each	1.0		
	<b>Part D – Structured Cabling Works</b>				
109	Supply , Drawing and Testing of 4 pair, 24 AWG UTP Cat 6 Cable as per latest amendments of TIA /EIA 568 B.2-1 Specifications in existing MS/PVC Conduits including making connections to Information outlets and Patch Panels with ferruling at both ends for identification with necessary tools for punching, stripping, crimping and testing required	Mtr.	1000.0		
110	Supply and Installation of Information outlets made of high impact plastic body ABS FR Grade with spring loaded collapsible shutters in jack Recess, suitable for Cat 6 application complying to latest amendments EIA/ TIA 568 B.2-1 Specifications in existing modular /MS Boxes along with necessary connections as required	Each	60.0		
111	Supply & fixing of Faceplate for Flush / Surface Mount Information Outlets Single Aperture with screw hole covers & Icon Tree Size 86mmX86mm				
112	Single Aperture	Each	30.0		
113	Dual Aperture	Each	15.0		
114	Supply , Installation and Testing of 4 pair , 100 Ohm, 24 AWG , Cat 6 UTP, flexible , Double				

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S.No	Description	Unit	Qty	Rate	Amount
	ended Patch Cords along with 2 No of RJ 45 connectors with strain relief transparent boots as per TIA /EIA 568 B.2-1 Specifications.				
115	1 Mtr/3 ft	Each	30.0		
116	2 Mtr / 7 ft	Each	30.0		
	<b>Part E- Air-Conditioning Works</b>				
117	SITC of Air Cooled split type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (EP foam pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 4 Mtr (IDU to ODU), R-32/R-410 Refrigerant, Remote, suitable for 400/230V +10% of 50 Hz ,1 /3 phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor as specified.				
118	Hi Wall/Ceiling Wall Split				
119	1.5 TR with 5 star rating of BEE	Each	3.0		
120	1.7/1.8 TR with 5 star rating of BEE	Each	2.0		
121	SITC of Air Cooled Cassette type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (EP foam pipe section) upto 10 Mtr (IDU to ODU), copper power cable upto 10 Mtr (IDU to ODU), R-32/R-410 Refrigerant, wireless Remote, drain pump,suitable for 400/230V +10% of 50 Hz ,1 /3 phase AC supply capable of performing cooling, dehumidification, Air circulation, filtration & ventilation of following capacity with Scroll / rotary compressor as specified.				
122	2 Ton	Each	2.0		
123	3 ton	Each	2.0		
124	S & F of rigid CPVC (20mm) drain piping of 6 kg/ cm2 with 6mm thick nitrile rubber insulation.	Mtr.	30.0		
125	Making hole in stone masonry/ RCC with core cutter for accommodating refrigerant pipe/ drain pipe for split/ cassette/ duct able AC :50mm to 150mm	Each	9.0		
126	Supply & fixing MS powder coated stand suitable for 1.0/1.5/ 2.0 Tr outdoor type of Split AC.	Each	9.0		
	<b>Part E - Furniture Works</b>				
127	Corner Workstations as per detailed specifications of size 1500 X 1500mm	Each	6.0		
128	Work stations as per detailed specifications of	Each	10.0		

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S.No	Description	Unit	Qty	Rate	Amount
	size 1300 X 650mm				
129	Work stations as per detailed specifications of size 1200 X 650mm	Each	2.0		
130	3 Drawer Unit as per detailed specifications of size 1200 X 650mm	Each	18.0		
131	Executive Table with ERU as per detailed specifications of size 1800 X 750mm	Each	3.0		
132	Executive Table as per detailed specifications of size 1350 X 750mm	Each	2.0		
133	8 seater Audit Table as per detailed specifications of size 2400 X 1200mm	Each	1.0		
134	Executive Revolving High Back Chairs as per detailed specifications	Each	6.0		
135	Visitors Revolving Mid back Chairs as per detailed specifications	Each	43.0		
136	Sofa 3 seater as per detailed specifications	Each	4.0		
137	Sofa 2 seater as per detailed specifications	Each	2.0		
138	Sofa 1 seater as per detailed specifications	Each	8.0		
139	Centre Table as per detailed specifications	Each	6.0		
140	Mechanical Filing Storage Compactor as per detailed specification	Each	1.0		
141	Wooden Storage Units as per detailed specifications of size 1100 x 1350 x 600 mm	Each	4.0		
142	Wooden Storage Units as per detailed specifications of size 1050/1000 x 1350 x 600 mm	Each	4.0		
143	Wooden Partition as per detailed specification	Sqm	10.0		
	<b>Grand Total</b>				
	<b>Grand Total( In words)</b>				

Rates to be quoted online in prescribed format available at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

Rates to be quoted online in prescribed format available at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

Name & Signature of Contractor

### **Terms & Conditions:**

1. The tenderer shall quote item rates for each item of the BOQ which is inclusive of all duties and levies except Goods and service tax in the spread sheet BOQ-1 as given at <https://eproc.rajasthan.gov.in>.
2. The contractor shall quote his rates for complete item including all material & labour but excluding GST.
3. The measurement of the work shall be as per provisions of relevant IS Code.
4. The work shall be executed strictly as per directions of the Engineer-in-Charge.

5. Samples of works, wherever required, shall be got approved by the Engineer-in-charge.
6. All cleaning of debris & disposal of dismantled material shall be responsibility of the contractor.
7. The contractor shall execute work with proper care and with due permission of the office at designated time only.
8. Contractor shall be responsible to ensure due & proper functioning of washrooms/stairs/lobby/ electrical power on other floors of the building.
9. Contractor shall be responsible for cleaning/removal of sewage from the shaft/pipes for which no extra payment will be made.
10. Raw material shall be stored at the area given by EIC and cleaning of the area other than specified area /working area at all-time shall be the responsibilities of the contractor.
11. All statutory deductions shall be made as per relevant provision.
12. The contractor is required to ensure decent behavior of the staff & labour employed for the work at all times failing which RSMML shall be at liberty to terminate the contract.

Name & Signature of Contractor Address & Contact No.

**AFFIDAVIT**

(On Non Judicial Stamp Paper worth Rs 50/- )

**e-Tender No. RSMM/ CO / GGM(Cont)/Cont-15/22-23 Dated 18.11.2022**

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) 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)

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

**AFFIDAVIT**

(On Non Judicial Stamp Paper worth Rs 50/- )

e-Tender No. RSMM/ CO / GGM(Cont)/Cont-15/22-23 Dated 18.11.2022

Name of Tenderer.....

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

resident of.....on behalf of the

tenderer.....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 hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.
- (7) I/We do hereby declare that I/We 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.
- (8) I/We do hereby confirm that I/We have inspected the site at Khanij Bhawan, Jaipur on.....and fully understood the working conditions, likely hindrances and restrictions posed on account of the existing working office and have submitted our offer taking into consideration the same.. No claim of extra expenses / extra item shall be made by us on this account.
- (9) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (10) I hereby declare that the GST component on this work if awarded to me will be of .....%

Place: Date:

Signature of Tenderer(s) (Authorized Signatory)  
With Seal

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

## ***Annexure – C***

### **Compliance with the Code of integrity and No conflict of Interest**

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have 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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

**(4) Appeal not to lie in certain cases**

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

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

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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



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

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

1. Particular of appellant:

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

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

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

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

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

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

6. ground of appeal

.....  
.....  
.....(Supported by an affidavit)

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

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

Appellant's Signature

### **Additional conditions of Contract**

#### **1. Correction of arithmetical errors**

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

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

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

#### **2. Procuring Entity's Right to Vary Quantities**

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

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

**ANNEXURE-G**

(To be issued by a public sector Bank(except SBI)/ICICI/Axis/HDFC having its Branch office at Jaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/- )

B.G \_\_\_\_\_

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. \_\_\_\_\_

a company/partnership firm

\_\_\_\_\_ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor and agreement dated \_\_\_\_\_ entered into between RSMML and M/s. \_\_\_\_\_ (Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ ( Rs. \_\_\_\_\_ ) being equivalent to \_\_\_\_\_ % of Contract value of Rs. \_\_\_\_\_.

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

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said Contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_ ( scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid

and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Contractor. Any letter of demand delivered at the bank's above branch/divisional office or Jaipur branch office under the signatures of the company's Financial Advisor and/or CPA or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the Contractor or ourselves or liquidation or winding up or dissolution or insolvency of the Contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the Contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Jaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_SON OF \_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_this the day of \_\_\_\_\_2022.