



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

**LIMITED TENDER ENQUIRY**  
**FOR**

**Replacement of 10-inch size MS ERW pipeline for  
water supply at Jhamarkotra Mines.**

**LE No. RSMM/Phos/Engg(C)/16/2024-25**

**Dt 22.10.2024**

**Issued by**  
**Manager (Civil)**  
**SBU & PC: Rock Phosphate,**  
**RSMML, Udaipur**

**Last Date of Receipt of Tender**      **06.11.2024 up to 3.00 pm**

**Date of Opening of Tender**      **06.11.2024 up to 3.30 pm**

**Registered Office:**

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

**Corporate Office:**

4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2527211,2528681-85,  
Fax :0294- 2521727, 2560438

**SBU & PC - Rock Phosphate,**

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



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

**SBU & PC Rock Phosphate, Jhamarkotra Mines,**

**V & PO: Jhamarkotra - 313 015**

Phone: 0294-2342441-5, fax 0294-234244

**Limited Enquiry Tender**

LE No. RSMM/Phos/Eng(C)/16/2024-25

Date 22.10.2024

<b>S.N.</b>	<b>Name of Work</b>	<b>Estimated Value of Work</b>	<b>Contract period</b>	<b>Earnest Money</b>
1.	Replacement of 10-inch size MS ERW pipeline for water supply at Jhamarkotra Mines.	Rs.1,47,600.00	1 Month	Rs.2,952/-

All the Contractors/Agencies are requested to kindly quote rates on percentage/item rate basis for the above work in the prescribed form and submit the same in the office of SM (F&A), Marketing, Corporate Office, Udaipur on before **06.11.2024 up to 3.00 PM** and it shall be opened on **06.11.2024 at 3.30 PM**. The tender forms and other details can be obtained from RSMML website, SPPP portal or Department of Civil Engineering, Jhamarkotra Mines on free of cost.

The details of the E.M.D. as mentioned above for the respective works should clearly be mentioned over the envelope of the same, otherwise the tender will not be opened.

Thanking You,

Manager (Civil)

# SECTION - I

## DEFINITIONS

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

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

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

## **SECTION - II**

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

#### **1.0 SUBMISSION OF OFFERS**

- 1.1 The earnest money shall be deposited in form of DD in favour of RSMML payable at Jhamarkotra/Udaipur.
- 1.2 Tender offers are to be submitted in a sealed envelope addressed to Manager (Civil), SBU & PC Rock Phosphate, Jhamarkotra, Udaipur. This envelope should be marked with letter number & work etc. Name of work, address of contractor, telephone number, details of EMD etc is to be written on the top of envelope for clarity.
- 1.3 The sealed offers should be submitted to SM (F&A), Marketing, Corporate Office, Udaipur on or before the date and time mentioned in the letter Inviting Tender. The offers shall be opened on the date and time mentioned in the letter in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

#### **2.0 VALIDITY OF OFFERS**

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

#### **3.0 EARNEST MONEY DEPOSIT**

- 4.0 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines and Minerals Ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.
  - 4.1 The Earnest Money Deposit shall not bear any interest.
  - 4.2 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.
  - 4.3 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.
  - 4.4 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 stipulate period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

## 5.0 SECURITY DEPOSIT

- 5.1 S.D. @ 10% shall be deducted from running and final bills.
- 5.2 The entire Security Deposit shall be refunded after 1 year of the expiry of contract, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- 5.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company.
- 5.4 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- 5.5 No interest is payable on S.D. amount.

In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

## 6.0 NEGOTIATIONS: -

- 6.1 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.
- 6.2 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.

- 6.3 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.

## 7.0 AWARD OF THE CONTRACT:

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

## 8.0 RATES & TAX DEDUCTION AT SOURCE: -

- 8.1.1 The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levis and duties, as applicable on this contract (up to last date of submission of bid).
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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.
- 8.1.5 RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- 8.1.6 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

## 9.0 RIGHTS OF COMPANY

The Company reserves the right -

- i) To accept or 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.

#### **10.0 RIGHT TO REVIEW PERFORMANCE.**

- 10.1 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.
- 10.2 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.

#### **11.0 TERMINATION OF THE CONTRACT**

- 11.1 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.
- 11.2 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.
- 11.3 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.



## 12.0 PROVIDENT FUND

- i) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-I) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- iv) However, each running account / Final bill must be submitted along with 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.

## 13.0 TAXES

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

- (ii) RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable.
- (iii) The contractor shall be responsible for deposition of GST to the concerned authorities. However, RSMML will reimburse the GST at actual directly applicable to this contract & paid by the contractor and determined on the basis of bills raised by him upon the company.
- The rates quoted by the bidder will be exclusive of Goods and 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 bids). 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.
- (iv) The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time and submission of a declaration that no input credit and claim/otherwise adjustment is made for due taxes.

#### **14.0 LEGAL & STATUTORY OBLIGATIONS:**

- 14.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 14.2 The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMML.
- 14.3 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 up to 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.
- 14.4 The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- 14.5 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage,

compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.

- 14.6 The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month. Payment to the Labours/workmen is to be paid through Bank Account only. Proof of payment to the Labours through bank account should be submitted with all RA bills & final bill.
- 14.7 The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- 14.8 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 14.9 The contractor shall have to obtain and produce the licence as applicable before starting the work.
- 14.10 The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- 14.11 The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- 14.12 All the provision 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.

## 15.0 **OTHER RESPONSIBILITIES OF CONTRACTOR**

- 15.1 The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 15.2 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.

- 15.3 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.
- 15.4 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 15.5 The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- 15.6 Safety & discipline of the labour/ workers staff employed by him
- 15.7 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 contractor's bills/security deposits.

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

The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as L1 bidder. The total contract value will be arrived by adding total of Non BSR Items after applying tender premium (on percentage basis) duly quoted by bidder in 'Price-Bid' and considering total liability of GST. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

#### 17.0 **COMPENSATION**

##### **For Delay in commencement:**

In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/Work-Order, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of LOA/ Work-Order shall apply at sole discretion of Company.

##### **For Delay in completion:**

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

The compensation levied by company if any, will also attract tax as per prevailing rate.

#### 18.0 **RISK & COST**

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

**19.0 APPEALS:**

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

**20.0 DISPUTE & JURISDICTION**

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.

The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

**21.0 UNDERTAKING:**

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

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

Signature of tenderer with name& address.

## **SECTION III**

### **SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT**

#### **1.0 SCOPE OF WORK**

Jhamarkotra Mines is located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan. And it is situated at an approximate distance of 27 Kms from the town of Udaipur in Rajasthan. The work of replacement of 10-inch size MS ERW pipeline shall be carried out in Jhamarkotra Mines premises.

The scope of work in detailed is mentioned in G-Schedule.

All work to be carried out in conformity with latest available Indian Standard Code of Practice for Laying of Electrically Welded Steel Pipes for Water Supply i.e. IS:5822 (1994)

#### **2.0 PERIOD OF CONTRACT**

2.1 The period of the contract shall be for 1 Months from the date of commencement as started in the work order.

2.2 The contractor shall have to execute the work for the contract period from the date of commencement as per work order to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Company given to the contractor time to time.

2.3 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.

2.4 The work shall be carried out during general shift/shifts as per time schedules in conformity with all the terms and conditions of the contract and as may be directed by the company from time to time.

#### **3.0 SPECIAL CONDITIONS OF CONTRACT**

##### **3.1 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 un-workman-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 them 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 courses 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.

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.

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

If the contractor, or his work people or servant shall break deface, in or destroy any part of a building in which they may be working or any building, road fence, enclosure, irrigation work, pipe line, cable and drain or grass land or cultivated ground continues to the premises on which the work or any part of it, is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever or imperfections become apparent in 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.

### **3.3 Safety & Diversion of Traffic**

The contractor shall not obstruct and shall be held responsible for the safety of traffic. He shall not, by his operations obstruct any side road or bench track, not shall break down any fences telegraph lines nor obstruct any drain or water course, but when such obstruction or breakage's cannot be entirely avoided, he shall at once remove such obstructions when they occur, and make adequate provisions for traffic, or immediately repair such breakages and in the event of his failing to rectify the above mentioned causes, the Engineer-in-charge reserves to himself the power to do so, after giving the contractor twenty four hours' notice in writing of his intention and the while of the cost of such work incurred by the department may be deducted from the money due or payable to the contractor.

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

### **3.4 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.

### **3.5 Employees of the contractor**

The Engineer-in-charge may require the removal within twenty-four hours by the contractor of any labour 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.

### **3.6 Recovery of claim against the contractor**

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract the company shall be entitled to recover such sum by appropriating,

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

### **3.7 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.

Signature of the contractor

Witness:

Address:

# PRICE OFFER

## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

### FORM OF 'G' SCHEDULE

LE No. RSMM/Phos/Eng(C)/16/2024-25 Date 22.10.2024

Name of Work: Replacement of 10-inch size MS ERW pipeline for water supply at Jhamarkotra Mines.

Time period: 1 Month

S. N.	Particulars of work	Unit	Qty.	Rate	Amount
					Rs.
1	<p>Replacement of 10- inch size MS ERW pipeline with new MS ERW pipes by:</p> <ol style="list-style-type: none"><li>dismantling the existing pipeline which includes all activities such as earthwork in excavation required to expose the pipeline, cutting with gas cutter, removing safely from its position which may include arrangement of chain block- pulley, shifting of dismantled pipes from site to our Central Store which is approximately 3 km away from site including transportation and loading-unloading.</li><li>installation of new pipeline which includes all activities such as shifting of new pipes shifting of new pipes our Central Store to site including transportation and loading -unloading, placing the pipes in position i.e. in trench or over existing RCC pedestals, welding the beveled edged pipes as waterproof butt joint and refilling of jhiri.</li></ol> <p>Work includes arrangement of all resources and expenditure required to complete the work of replacement of pipeline in all respect.</p>	Meter	600.00	246.00	1,47,600.00
	<b>Total</b>				<b>1,47,600.00</b>

**Terms & Conditions:**

1. This schedule is based on Non-BSR items for which the contractor shall quote rates on at par / % age above or below the schedule which is inclusive of all taxes, duties except GST.
2. All statutory deductions shall be made as per relevant provision.
3. Before start of work & after completion of work, site should be photographed and attested.

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

2) Gross Amount of Work (Excluding GST) shall be Rs..... (in figures) and Rs..... (in words)

Name & Signature of tenderer

Address & Phone

### **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. has controlling partners/shareholders in common; or
  - b. receives or have received any direct or indirect subsidy from any of them; or
  - c. has the same legal representative for purposes of the Bid; or
  - d. has 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

Signature of bidder

Name:

Place

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

**(1) Filing an appeal**

If any 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 nonrefundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of appellate Authority concerned.

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

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

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

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

1. Particular of appellant:

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

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

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

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

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

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

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

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

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

Appellant's Signature



**Additional conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.