



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

**Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005**

Phone: 0141-2227938, 2227947 Fax: 0141-2227360, 2227761

E-mail: rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in,

Web: www.rsmm.com

Registered Office : C-89-90, Jan Path, Lal Kothi Scheme, Jaipur  
CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

**e - TENDER DOCUMENT**

**FOR**

**“Supply, Installation, commissioning & testing of HDPE pipeline as per specified in annexure-I” at Giral Lignite Mines, Barmer (Rajasthan)**

**e - Tender No. F.9(1)14/2022/92 Dated 04.04.2023**

*Issued by:*

Manager (Mech. - Contracts),

SBU – PC Lignite Office, Khanij Bhawan, Jaipur – 302005

**Cost of Non Transferable Tender Document (including GST): ₹ 590/-**

**Date of downloading of Tender: From 04.04.2023 to 18.04.2023 up to 5.00 PM**

**Last Date of Online Submission of Tender: 18.04.2023 up to 5:30 PM**

**Last date of physical deposition of EMD, Cost of Tender Document, Processing fees and requisite original Documents/Affidavits etc. with duly filled Tender Document: 19.04.2023 upto 3.00PM**

**Date of Opening of Techno-Commercial Bid (Part-I): 20.04.2023 at 11:00 AM**

**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, 'C' Scheme,  
Tilak Marg, Jaipur-302 005  
Phone : (0141) 5113346, Fax:  
2227761



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Web: [www.rsmm.com](http://www.rsmm.com)

Registered Office : C-89-90, Jan Path, Lal Kothi Scheme, Jaipur

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

**Ref. no. :** - tender no. F.9(1)14/2022/92

**Dated: 04.04.2023**

### **NOTICE INVITING TENDER**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:-

Brief Description	Work Completion Period	Bid Security/ Earnest Money (Rs.)	Estimated price
"Supply, installation, commissioning & testing of HDPE pipeline as per specified in annexure-I at Giral Lignite Mines, Barmer.	3 months	₹ 27740/-	₹ <b>13.87/-</b> Only (Excluding GST)
Cost of tender document is ₹ <b>590/-</b> (Inclusive of GST) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Jaipur.			
Processing Fee	₹ <b>500.00/-</b> payable by DD in favor of MD RISL, Payable at Jaipur.		
Period of downloading of tender document	From 04.04.2023 to 18.04.2023 up to 5.00 pm		
Last Date & Time of Online Submission of the offer	18.04.2023 up to 5:30pm.		
Last date of physical deposition of EMD, Cost of Tender Document, Processing fees and requisite original Documents/Affidavits etc. with duly filled Tender Document.	19.04.2023 upto 3.00pm		
Date of opening of Techno Commercial offer	20.04.2023 at 11:00 am at SBU & PC – Lignite, Jaipur		

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

The tenderer should have minimum turnover of Rs.3,46,750/- (Three Lakh Forty Six Thousand Seven Hundred Fifty) in any one of the immediate preceding three financial years i.e 2020-21, 2021- 22 and 2022-23 in tenderers name.

**Or** Registered civil contractor (having valid certificate) with any Government department/agency having minimum turnover of Rs.3,46,750/- (Three Lakh Forty Six Thousand Seven Hundred Fifty) in any one of the immediate preceding three financial years i.e. 2020-21, 2021- 22 and 2022-23 can also submit their offer.

The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. The Tenderer should submit duly attested copy of CA certified balance sheets in support of turn-over.

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

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 will be considered.

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

The tenderer who have been suspended/ banned by the company shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

**Manager (Mech. - Contracts)**

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

## **SECTION – I**

### **DEFINITIONS, INTERPRETATIONS**

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

1. "**Agent**" shall mean the Agent for Giral Lignite Mines so notified by the company in this behalf.
2. "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
3. "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
4. "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
5. "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
6. "**Contract Document**" shall mean collectively drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
7. "**Contractor**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
8. "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
9. "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has/have been completed to his satisfaction as per terms of the contract.
10. "**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.
11. "**Commencement of work**" shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
12. "**Engineer-in-Charge**" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract

work from time to time by the Company and shall also include the Head of SBU & PC – Lignite.

13. **“Managing Director/Management”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
14. **“General Manager (contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor in the office so designated by the Company.
15. **“Head of SBU & PC – Lignite”** shall mean Group General Manager for the SBU & PC – Lignite of RSMML or his successor in the office so designated by the Company.
16. **“Mines Manager”** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Lignite Mines of the Lignite Division of Rajasthan State Mines and Minerals Limited.
17. **“Letter of Acceptance”** shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
18. **“Mines”** shall mean Giral Lignite Mines of the Company under SBU & PC Lignite situated in the district of Barmer.
19. **“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.
20. **“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.
21. **“Specifications”** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations, regulation codes.
22. **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
23. **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.

**SECTION - II**  
**INSTRUCTIONS TO THE TENDERER**

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

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal, failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to **“Manager (Mech. - Contracts), RSMML, SBU & PC Lignite Office, Khanij Bhawan”, Jaipur – 302005**. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc. is to be written on the top for clarity. This envelope should be submitted in the office of the **“Manager (Mech. - Contracts), RSMML, SBU & PC Lignite Office, Khanij Bhawan”, Jaipur – 302005** on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have

obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc., transportation facilities, probable sites for labour accommodation and store go-downs etc. and all other factors involved in the execution of works.

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

## **2.2 Tender Procedure**

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

### **2.3 Tender Document Fee**

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

### **2.4 e-tendering processing charges**

- a. For each and every Bid submitted, a non-refundable Processing charge Rs. **500/-** should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's cheque should be deposited physically at office of Manager (P&A - Contract), Khanij Bhawan, SBU & PC - Lignite, Udhyog Bhawan, Jaipur, Rajasthan-302005 on or before the date and time of submission of the Tender.
- b. The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d. Even though the payment particulars are entered in the e-Tender portal, if the bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

### **2.5 ONE BID PER TENDERER**

Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

### **2.6 COST OF BIDDING**

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

### **2.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

- I. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender.
- II. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- III. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.



- IV. Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- V. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

## **2.8 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

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

## **2.9 ADDENDA/CORRIGENDA**

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

## **2.10 CURRENCIES OF THE BID AND PAYMENT**

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

## **2.11 SUBMISSION OF TENDERS**

- A.** The tenders shall be submitted online as prescribed above in the tender document. The **“Techno – commercial Bid”** should contain the following:
  - i)** Power of Attorney in favour of the authorised representative signing the tender, as required.

- ii)** Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iii)** Copy of PAN card & GSTN Number.
- iv)** Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- v)** Undertaking that no condition is mentioned in Part II 'Price Bid' and conformation to the effect that the price quoted in part II 'Price Bid' of the tender will be firm.
- vi)** Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
- vii)** "Exceptions & Deviations statement" to be submitted by the tenderer in form -3 of tender document.
- viii)** filled form 1 & 2
- ix)** Undertaking/affidavit as per annexure A,B,C & D given in tender Duly document.

**B.** Tenderer must upload the documents duly self attested in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it.

A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/ misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

**C. PART-II Price Bid' (BOQ)**

- i)** The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Performa at BOQ for quoting the price offer. Offer of the bidder will be rejected in case price bid is not submitted online in the prescribed format.
- ii)** The rates are to be quoted in Rupees as per the price format.
- iii)** While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification (Annexure - I) of the tender document.
- iv)** The lowest tenderer will be determined for each item wise separately on the basis of total calculated landed cost at Giral Lignite Mines, Barmer including the basic price, Freight, Insurance and any other delivery charges etc. up to destination except GST.

## **2.12 DEADLINE FOR SUBMISSION OF BIDS**

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

## **2.13 LATE BIDS**

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

## **2.14 OPENING OF THE TENDER**

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

## **2.15 EXCEPTIONS AND DEVIATION**

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

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

1. The tenderer must pay Earnest Money/Bid Security deposit as per detailed out in NIT in the form of crossed demand draft in favour of "RSMML" and drawn on any nationalized/scheduled bank at Jaipur and the same shall be submitted as detailed above in original with technical bid, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD if it is form of bank guarantee, if SD in form of cash then it will be appropriated towards a part of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

2. The earnest money of a tenderer shall be forfeited in the following cases:-
- i) If the tenderer withdraws or modifies the offer after submission of the tender within the validity period.
  - ii) If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
  - iii) If the tenderer does not execute the agreement, in the prescribed form of the company.
  - iv) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

### **2.17 VALIDITY**

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

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

### **2.18 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

## **2.19 EVALUATION OF TECHNO-COMMERCIAL BID**

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

## **2.20 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1**

**The price bid of techno-commercially qualified tenderers will be evaluated to ascertain the lowest bidder. The tenderer who has quoted, lowest from the Annexure - I in price bid/Form 4 will be decided as L-1**

## **2.21 NEGOTIATIONS**

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

## **2.22 PROCESS TO BE CONFIDENTIAL**

- i. Information, relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of bids or award decision may result in rejection of his bid.
- ii. The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to reject his offer and also to debar him from participating in RSMML tenders.

## **2.23 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- i. The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- ii. The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

## **2.24 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 under RTTP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

## **2.25 SIGNING OF THE CONTRACT AGREEMENT**

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 intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

## **2.26 RIGHTS OF COMPANY**

The Company reserves the right –

- i) To reject any or all the tenders, in part or in full, without assigning any clarifications.
- 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.
- vi) 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.

## **2.27 REFUSAL / FAILURE**

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

## **SECTION- III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **3.1 SECURITY DEPOSIT**

- i. The rate of security deposit as per the prevailing terms & condition of the Company are @ 10% of the contract value. However, the reduced performance security @ 3% of the total contract value is being solicited in compliance of the notification issued by finance department Govt. Of Rajasthan pertaining to amendment in RTPP Rule no.75(2) applicable upto 31.03.2023. 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 differential amount towards performance security either through any options as specified below, with a period of 30 days of the demand raised by the Company. In case of non-payment of the differential payment in the stipulated amount, the company may recover the same. The Bank Guarantee shall be provided only in the approved format of the company from a Public Sector bank (Except SBI) / ICICI/HDFC/Axis bank having its branch at Jaipur. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period including defect liability period, if any, plus a grace period of six months. The Company shall be entitled to en cash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- ii. The entire Security Deposit shall be refunded after the expiry of contract & defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- iii. 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.
- iv. 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.
- v. No interest is payable on S.D. amount.



### **3.2 TIME PERIOD OF CONTRACT**

- i. The period of contract shall be 4 (four) month's from the date of issue of Letter of acceptance/DLOA. The company may extend the period of contract on the same rate, terms & conditions at its sole discretion
- ii. In case of failure to commence the work within the stipulated period of 30 days, the Company shall have absolute discretion to withdraw the letter of acceptance/Work Order and forfeit the earnest money and also to award the contract to any party who may or may not have precipitated in the tender process.

### **3.3 TERMS OF PAYMENT**

- i. For payment purposes the contractor shall raise the bill in triplicate along with the supporting documents to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge. The rates as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period".
- ii. The Contractor, on submitting the bill duly verified by the Engineer In-Charge/consignee for the material receipt & acceptance of goods at Giral Lignite Mines, Barmer is entitled to receive 90% payment within a period of Thirty (30) days after submission of the bill alongwith work satisfactory certificate and 10% amount shall be paid after review of working committee of Unit-Barmer.
- iii. Payment will be made through RTGS/NEFT. All bank charges / commission , if any shall be borne by the supplier

### **3.4 RESOURCES, MANPOWER, FACILITIES ETC.**

The contractor will have to bring and deploy requisite labours, tools, tackles etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.

### **3.5 INCIDENTAL & CONTINGENT WORKS**

The contractor will have to make its own arrangements for all incidentals or contingent works related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.

### **3.6 GOODS & SERVICE TAX**

- i. The rate quoted by the bidder will be Exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other Levies and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on

whatsoever ground.

- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- v. Further, the contractor shall submit an undertaking with bill bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.”
- vi. In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid 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 filed by us”.

### **3.7 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

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

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

### **3.8 INDEMNITY**

The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Engineer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the

Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

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

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

**3.9 COMPANY NOT LIABLE TO PAY COMPENSATION:**

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

**3.10 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

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

**3.11 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

If at any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not derive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

### **3.12 PROTECTION OF WORK / INSURANCE:**

As the material is ordered on Supply, Installation, Testing & Commissioning basis, the supplier shall insure the material against all transit risk from their own warehouse to RSMML's Giral Lignite Mines, Barmer at his own cost.

### **3.13 APPEALS**

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

### **3.14 DISPUTE, JURISDICTION**

- i)** The place of the contract shall be Giral Lignite Mines, Barmer (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC (Lignite) of the company shall be final and binding.
- ii)** 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.
- iii)** The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

### **3.15 CONSIGNEE**

The consignee is Unit Head CEU – Lignite, Barmer, R. S. M. M. Ltd., Giral Lignite Mines, situated near village Thumbali approach from Bhadkha, Sheo, Barmer.

### **3.16 INSPECTION**

- i)** RSMML shall have right to inspect and/ or to test the goods to confirm their conformity to the ordered materials. Inspection may be carried out at suppliers end &/or consignee end.
- ii)** However, final inspection shall be carried out at consignee's end which will be final and binding to both the parties. All reasonable facilities and assistance including access to technical data. shall be furnished by the tenderer to the inspector at no charge to facilitate inspection.
- iii)** In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.

- iv) The inspection/ test reports shall in no anyway release the tenderer from any warrantee or other obligation under this contract.

### **3.17 MANUFACTURER**

In case the tenderer is Dealer/ Distributor/ Sole Agent, then the name of manufacturer for the stores will be indicated. The manufacturer's valid Authorization Certificate to participate in tender should be enclosed. The manufacturer of the cable should be enlisted in the Group – 1 of the PWD-Rajasthan / CPWD. The timer panel, Cable, Lights & all other required spares should be ISI approved confirming to the latest CEAR-2015. Paper for the same also needs to be provided as asked for.

### **3.18 TECHNICAL DATA**

Store shall confirm the technical specifications as per Annexure – I. All the relevant test certificates as per the applicable and all other applicable norms for the same have to be produced by the tenderer at no any additional cost.

## SECTION- IV

### SCOPE OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT

#### 4.1 PREQUALIFICATION CRITERIA

The tenderer should have minimum turnover of Rs.3,46,750/- (Three Lakh Forty Six Thousand Seven Hundred Fifty) in any one of the immediate preceding three financial years i.e 2020-21, 2021- 22 and 2022-23 in tenderers name.

**Or** Registered civil contractor (having valid certificate) with any Government department/agency having minimum turnover of Rs.3,46,750/- (Three Lakh Forty Six Thousand Seven Hundred Fifty) in any one of the immediate preceding three financial years i.e. 2020-21, 2021- 22 and 2022-23 can also submit their offer.

#### 4.2 SCOPE OF WORK

The scope of the work shall consist of execution of “Scope of work & Technical Specifications for Supply, Installation, commissioning & testing of HDPE pipeline as per specified in annexure-I”. **The working site will be at Giral Lignite Mines, Barmer of SBU & PC-Lignite and the layout for the same is attached as annexure-III.**

- i. All technical terms and conditions, specifications, to carry out the work mentioned in PWD BSR or reference, if any, shall be applicable.
- ii. One set of material’s manual, Test certificate, Guarantee/ Warrantee Cards & Drawings for the supplied materials would be provided to EIC.

#### 4.3 COMPENSATION/ PENALTY CLAUSES:

In case the tenderer fails to deliver the stores in full/part within the delivery date the company shall be entitled at its option either:

- i. To recover from the tenderer as agreed compensation @ 0.5% of the value of the undelivered stores, for each week or part thereof subject to a upto maximum of 10% of work order value.
- OR**
- ii. To purchase from elsewhere, without notice to supplier at his risk and cost of full undelivered part, as the case may be.
- OR**
- iii. To cancel the contract in full or for the undelivered portion and to purchase or authorize someone else to purchase at the risk and cost of the supplier.

#### **4.4 DEFECT LIABILITY PERIOD**

The defect liability period for the goods supplied shall be guaranteed against defective material or inadequate workmanship for a period of one (01) year or more (If more is provided by the manufacturer) from the date of completion of work at Giral Lignite Mines, Barmer. The guarantee/ warrantee as provided by the manufacturer would be liable to continue from the date of work completion at Giral Lignite Mines, Barmer. It doesn't matter if any material has consumed its guarantee/ warrantee time/ date at tenderer store.

#### **4.5 RATES**

- i) The price should be quoted on – line in Indian currency strictly in price Bid/BOQ on basis of F.O.R. destination at Giral Lignite Mines, situated near village Thumbli, Sheo, Barmer,
- ii) The quoted price shall be on F.O.R. destination basis inclusive of basis price, Taxes Duties, Levies, Packing & Forwarding charges, Transportation, Insurance, Loading & Unloading at Mines site and all other delivery charges if any up to the destination.
- iii) The quoted price will remain firm and fix till the complete execution of contract. Tenderers are advised to fill GST (IGST/CGST/SGST) rates in BOQ considering its applicability on all heads mentioned in the BOQ.

#### **4.6 TEST CERTIFICATES**

Tenderer has to carry out all the relevant tests as per the relevant norms and the certificate for the same in two copies also needs to produce along with the material supply at site.

#### **4.7 CLOSING THE CONTRACT**

After completion of the work in all respects, as defined in the contract document, the Contractor has to submit documents / information etc. as prescribed in conditions of tender document required by the Engineer-In-Charge including „No dues No Claim certificate“ in favour of the company that No Claim has been due towards the company and he will not claim any dues after the closure of contract and „Notarized Indemnification bond“ on Rs 100/- Non Judicial stamp paper.

#### **UNDERTAKING**

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

For and on behalf of the Tenderer

(Authorized Signatory)  
Seal & Date

## ANNEXURE – I

### Scope of work & Technical Specifications for “Supply, Installation, commissioning & testing of HDPE pipeline as per specified in annexure-I” at Giral Lignite Mines, Barmer (Rajasthan)

The details of material and work are as under:-

Sr. No.	Description	Unit	Qty.	BSR Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic Excavator) / manual means in trenches of required width and gradient for laying and jointing of bottoms, depth up to 1.5 Mtr. including taking out the excavated soil, and then returning the soil as required in layer by ramming, watering etc. and disposal of surplus excavated soil as directed within a lead of 50 Mtr. including required all safety provisions etc.: All kinds of soil. <b>(2500 mtr. Length x 0.03 mtr. width x 01 mtr. Depth) = 1341 Cum.</b>	Cum.	750	Rs.172	Rs.129000
2	Providing, lowering, laying and jointing in trenches, standard length HDPE ISI marked Pipes as per IS-4984: 1995 (amended upto date) with necessary jointing material like mechanical connectors, i.e. thread / insert joint / quick release coupler joint / compression fitting joint or flanged joint and special jointing pipe by butt fusion / electro fusion welding method, including all taxes, transportation and freight charges, inspection charges, loading / unloading charges, stacking of pipes, including cost of labour and material, specials (Tee, bend etc.) satisfactory hydraulic testing, disinfection, commissioning etc. complete as per technical specifications and direction of Engineer in-charge of following class and diameter. (Excluding earth work). Note: Providing and fixing of all requisite specials as per	RMT	2500	Rs.502	Rs.1255000



	drawing, design and layout are inclusive in RM measurement of the item and shall not be paid separately. Supply of pipe shall be in straight in 6/12 M 110 mm dia MM (4" Inch) total length is 2500 Mtr.				
3	<b>Road Cutting</b> Dismantling of flexible pavement for pipe line and chambers by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead of 1000 meters. Measurement for dismantled trench to be made as per standard trench width specified in tender document and no extra payment shall be made for trench width more than specified, re-handling of material / earth to complete the tasks per technical specification and scope of work Bituminous courses. (30 mtr. Length x 0.03 width mtr. x 01 mtr. Depth) = <b>09 Cum.</b>	Cum.	9	Rs.362	Rs.3258
<b>Total Amount</b>		<b>Rs.1387258/-</b>			

**NOTE:** - The complete work shall be supervised and certified by the tenderer itself for satisfactorily supply, erection, testing & commissioning of them.

We hereby confirm and accept to supply as per above specifications.

Signature of Tenderer with official stamps

Date:  
Place

## LETTER OF SUBMISSION OF TENDER

FROM

DATE:

**To:**

**The Head & Incharge (Lignite),  
Rajasthan State Mines & Minerals Ltd.,  
Khanij Bhawan, C Scheme,  
Tilak Marg, Jaipur - 302005  
(Rajasthan)**

Sub: -----

Ref: e-tender no. F6(1)14/2022/00 Dated 00.00.0000

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
  2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
  3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
  4. I/We have deposited Earnest Money in the form of crossed Demand Draft/Banker's Cheque/ Pay order in favor of RSMML payable at Jaipur, particulars thereof are mentioned herein below.
  5. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
- | <b>D.D. /Pay Order No &amp;Date</b>  | <b>Name and Address of Bank</b> | <b>Amount</b> |
|--|---------------------------------|---------------|
| 6. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents. |                                 |               |
| 7. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, details of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.  |                                 |               |
| 8. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.  |                                 |               |
| 9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.   |                                 |               |
| 10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.  |                                 |               |
| 11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.  |                                 |               |

**Date, the \_\_\_\_\_ day of, \_\_\_\_\_ 2023.**

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

Witness

Name in Block Letters: \_\_\_\_\_

Full Address \_\_\_\_\_

(On the letter head of the tenderer)

**FORM"2"**

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

Ref: e-tender no. F6(1)14/2022/00 Dated 00.00.0000

Name of Tenderer\_\_\_\_\_

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

1	Name of the tenderer	
2	Address for Communication with the tenderer and Telephone No., FAX No., E. Mail:, mobile no.	
3	Status of the tenderer: (Please Tick).	
4	Individual/ Proprietorship firm/ Co-operative Society registered under RCA-1965/Public Sector undertaking (Attach supporting documents duly attested).	
5	Turn over during last three consecutive financial years 2020-21, 2021-22, 2022-23, duly attested/verified copies of audited balance sheets & P&L accounts of above financial year.	
6	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
7	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement (Form 7)
8	Details of Earnest money deposited Demand Draft /Pay order	No. & Date. Name of Bank Payable at
9	PAN No. (copy to be enclosed)	
10	PF account No.(copy to be enclosed) or Copy of P.F. registration certificate or affidavit as per annexure "C"	
11	MSME registration	
12	GSTiN (copy to be enclosed)	

**(Authorized Signatory)**

**FORM"3"****EXCEPTIONS AND DEVIATION**

Ref: e-tender no. F9(1)14/2022/92 Dated 31.03.2023

Name of Tenderer\_\_\_\_\_

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

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

**Signature of Tenderer with office seal**

## Form 4/BOQ"

### PERFORMA FOR "PRICE BID"/ BOQ

(To be submitted online in the prescribed format available online at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) )

Ref: e-tender no. F9(1)14/2022/92 Dated 04.04.2023

Name of Tenderer \_\_\_\_\_

Particulars	Qty.	Basic Price (BSR rate)	GST	Total SITC Rate % Above/ Below to the "Annexure - I (BSR rate)" for the work (in figures & in words
"Supply, installation, commissioning & testing of HDPE pipeline as per specified in annexure-I at Giral Lignite Mines, Barmer.	<b>01</b>	<b>Rs.1387258/-</b>		

Dated: .....

Place: .....

**(Authorized Signatory)**

Name & Designation/ Relationship of the Authorized Signatory with the tenderer



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

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

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

## **Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

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

Date  
Place

Signature of bidder  
Name:  
Designation:  
Address:



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### **Grievance Redressal during Procurement Process.**

The designation and address of the First Appellate Authority is –

*Managing Director,  
RSMM Limited,  
4, Meera Marg,  
Udaipur (Raj.)*

The designation and address of the Second Appellate Authority is –

Principal Secretary  
Mines Department,  
Government of Rajasthan,  
Jaipur

#### **(1) Filing an appeal**

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

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

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

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



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

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

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

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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

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

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

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



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**Additional Conditions of Contract****1. Correction of arithmetical errors**

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

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

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

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

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

- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

## PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Jaipur on non judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of BG amount subject to maximum of Rs.25000/-) or as applicable at the time of submission of BG.

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 witnesses 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 surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Lignite 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 date \_\_\_\_\_ 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.

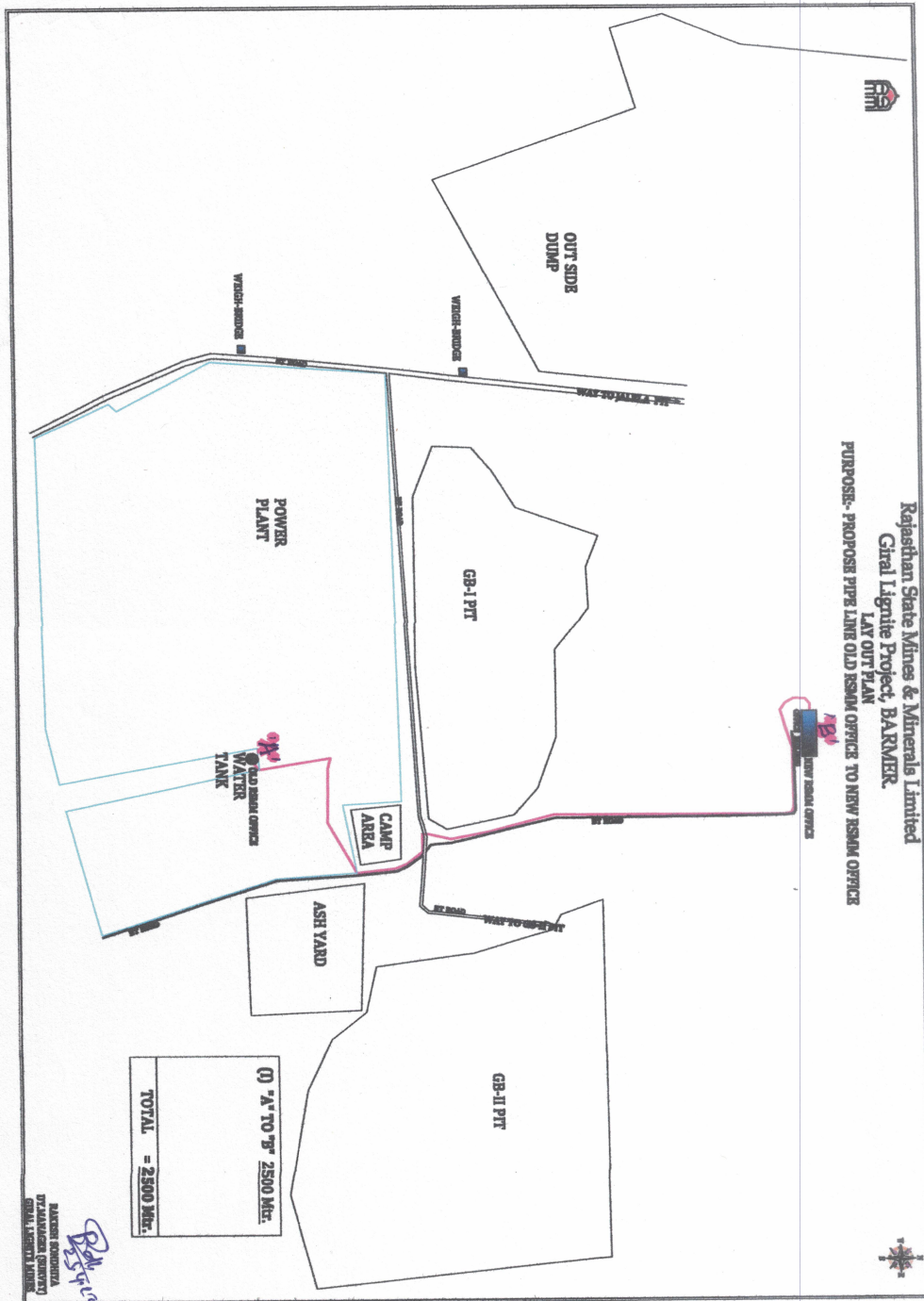
IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_ (designation) \_\_\_\_\_ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_ executed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

**ANNEXURE-II****Bank Details of Tender for RTGS/NEFT/Online refund of EMD**

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

**Signature of Contractor with Address.**





(3)