



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

Tender No. F.6(1)42/CC/2022/102

Dated : 12.03.2024

e-TENDER DOCUMENT

FOR

OPERATION & MAINTENANCE OF 33/11/0.440 KV SUB-STATION, OVERHEAD TRANSMISSION LINES WITHIN THE MINING LEASE & ACQUIRED LAND AREA AND POWER SUPPLY SYSTEMS TO VARIOUS INSTALLATIONS THEREIN

At

KASNAU-MATASUKH LIGNITE MINES, DISTRICT NAGOUR

By

Manager (Mech.-Contract)

Period of online availability of Tender Document.	:	From 12.03.2024 to 26.03.2024 upto 5.00 PM
Last date and time of uploading the documents and submission of bid online	:	26.03.2024 upto 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.	:	27.03.2024 upto 3.00 PM
Online opening of Bid (Part-I)	:	On 28.03.2024 at 11.00 AM

Registered Office: C-89-90, Jan Path, Lal Kothi Scheme, Jaipur -302 015 (Rajasthan) Phone : 0141-2743734 Fax : 0141-2743735	Corporate Office: 4, Meera Marg, Udaipur-313001 (Rajasthan) Phone: (0294) 2527211, 2428763-67 Fax : (0294) 2428770, 2428739 (CIN No. U14109RJ1949SGC000505)	SBU & PC - Lignite, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Phone: 0141 - 2227949, 2227627 FAX: 0141 - 2227761
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निविदासंख्या: F.6(1)42/CC/2022/102

दिनांक: 12.03.2024

ई-निविदा सूचना

कम्पनी की कसनऊ-मातासुख लिग्नाईट माईन्स, नागौर पर निम्नलिखित कार्य के लिए प्रतिष्ठित एवं अनुभवी ठेकेदारों से सम्बन्धित कार्यानुसार मोहरबन्द निविदाएँ आमन्त्रित की जाती हैं :-

कार्य का विवरण	अनुमानित लागत (रु.लाख में)	निविदा प्रपत्र विक्रय की अवधि एवं प्रस्तुत करने की तिथि	बयाना राशि एवं निविदा प्रपत्र का मूल्य (अहस्तान्तरणीय)	कार्य अवधि
कसनऊ-मातासुख लिग्नाईट माईन्स, नागौर परियोजना की खान व अवाप्त क्षेत्र में स्थित 33/11/0.440 केवी सब-स्टेशन, ओवरहेड ट्रान्समिशन लाईन्स तथा विद्युत वितरण प्रणाली में प्रयुक्त विभिन्न उपकरण आदि के परिचालन एवं रखरखाव हेतु ।	रु.10.00 लाख	दिनांक 12.03.2024 से 26.03.2024 को सांय 5.00 बजे तक विक्रय एवं दिनांक 27.03.2024 को सांय 3.00 बजे तक निविदा प्रस्तुत करना ।	रु.20,000/- रु. 590/- ई-निविदा प्रक्रिया शुल्क रूपये 500/- का डी.डी. जो कि एम.डी., आर. आई.एस.एल., जयपुर के नाम देय हो	दो (02) वर्ष

Cost of tender document Rs. 590/- (Including GST) Non Transferable & non Refundable.

ई-निविदा प्रपत्र अधोहस्ताक्षरकर्ता के कार्यालय खनिज भवन, जयपुर में प्रार्थना पत्र (दो प्रतियों में) प्रस्तुत कर निविदा में निर्देशित राशि नकद अथवा डिमाण्ड ड्राफ्ट जो कि राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड, जयपुर के पक्ष में देय हो, देकर प्राप्त किया जा सकता है । निविदा सूचना तथा अन्य शर्तें हमारी website-www.rsmm.com, sPPP.raj.nic.in एवं eproc.rajasthan.gov. पर देखी जा सकती हैं । वेब-साइट से डाउन-लोड किये गये फार्म की स्थिति में प्रपत्र का निविदा में निर्देशित मूल्य का ड्राफ्ट अलग से निविदा प्रपत्र के साथ संलग्न करके भेजें ।

प्रबन्धक (यांत्रिकी -कान्ट्रैक्टर)



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DETAILED NOTICE INVITING TENDER

Tender No. F.6(1)42/CC/2022/102

Dated : 12.03.2024

Sealed e-tender are invited in two-bid system (Part-I, Techno-Commercial and Part-II, Price Bid) from experienced and financially competent contractors for the following works at Kasnau-Matasukh Lignite Mines, District Nagaur (Rajasthan) :-

S. No.	Name of Work	Estimated cost of work (in Rupees)
1	a) Operation & Maintenance of 33/11/0.440 KV Sub-Station so as to ensure continuous and uninterrupted power supply; b) Operation & Maintenance of 33 KV, 11 KV, 440 V and 220 V overhead lines within the mine lease area and acquired land; c) Operation & Maintenance of power supply to Mine Office, Workshop, Weigh Bridges, Canteen; d) Maintenance of requisite records and log sheets as per the prevailing regulations and make them available for inspection; e) Maintenance & switching on/off of street lighting provided by RSMM of the same.	Rs. 10.00 Lacs
2	Cost of Tender Document (by Cash, DD/Pay order drawn on any Nationalised / Scheduled Bank in favour of RSMM Limited, payable at Jaipur)	Rs.590.00 only
3	Tender processing fee (MD, RISL, Jaipur) DD/Pay order	Rs.500/-(incl.GST)
4	Sale of tender document : On any working day from 10.00 A.M to 6.00 P.M.	From 12.03.2024 to 26.03.2024 upto 5.00 PM.
5	Date and time of submission of Tenders (duly filled)	27.03.2024 upto 3.00 PM
6	Date and Time of opening of Techno-Commercial Bids (Part - I)	28.03.2024 at 11.00 AM
7	Earnest Money Deposit (DD/Pay order drawn on any Nationalised / Scheduled Bank in favour of RSMM Limited, payable at Jaipur and e-payment)	Rs. 20,000/- only
8	Period of contract	Two (02) Years
9	Place of sale of Tender Document	1. Office of Manager (Mech.-Contract), SBU & PC - Lignite, RSMM, Khanij Bhawan, Tilak Marg, "C" Scheme, Jaipur (Raj.) 2. Kasnau-Matasukh Lignite

		Project, RSMML, Nagaur.
10	Place of submission and opening of the Tender	Office of Manager (Mech.-Contract), SBU & PC - Lignite, Khanij Bhawan, Tilak Marg, "C" Scheme, Jaipur (Raj.)

The tenderer will be pre-qualified based on the qualifying criteria as per Clause No.7.0 Section-II of tender document.

Tender without earnest money deposit will be rejected.

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

The tenderers will be pre-qualified as per above criteria on the basis of documents furnished by them. Price bids of only such pre-qualified tenderers will be opened either on the same day as that of opening of techno-commercial bid or on a date to be notified separately.

Offers furnished through E-mail, Fax, Telegram etc. shall not be considered. RSMML will not entertain any claim on account of late receipt/ postal delay/ non-receipt of tenders.

RSMML takes no responsibility for delay, loss or non-receipt of tender sent by post.

RSMML reserves the right to reject any or all tenders, full or in part, without assigning any reason thereof.

Manager (Mech.-Contract)



Rajasthan State Mines & Minerals Limited

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Khanij Bhawan, Tilak Marg, 'C' Scheme, Jaipur-302005.

SECTION – 1

DEFINITIONS

- 1.1 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.
- 1.01 "**Company**" shall mean the Rajasthan State Mines & Minerals Limited (RSMML) having its Registered Office at C- 89-90, Lal Kothi Scheme, Janpath, Jaipur (Rajasthan) including its successors in office and assignees or its representative authorised to act on its behalf for the purpose of the contract.
- 1.02 The "**Managing Director**" shall mean the Managing Director of RSMML.
- 1.03 The "**Group General Manager**" shall mean the Group General Manager of SBU & PC- Lignite, Khanij Bhawan, Tilak Marg, Jaipur, of Company so designated or his successors in office.
- 1.04 The "**Group General Manager (Contract)**" shall mean the Group General Manager of Contract Division, Corporate office, 4- Meera Marg, Udaipur so designated or his successors in office.
- 1.05 The "**Unit In-charge**" shall mean the Unit In-charge of Lignite Unit of Company so designated or his successors in office appointed by the Company by whatever name.
- 1.06 "**Agent**" shall mean the Agent for Lignite Mines notified by the Company.
- 1.07 "**Mines Manager**" shall mean the Mines Manager so designated for Lignite Mines by the Company.
- 1.08 "**Engineer in Charge**" shall mean an Engineer of the Company specifically authorized for executing the contract for company.
- 1.09 "**Approved**" shall mean approved in writing by the company/Engineer In charge.
- 1.10 "**Tendered Rates**" or "**Work Rates**" or "**Rate of remuneration**" shall mean the rates entered in figures and words in schedule by the tenderer/ and accepted by the Company, as payable to the contractor for execution and performance of work.
- 1.11 "**Statutory obligation(s)**" would include the entire obligations which are to be complied with as per the provisions of various existing legislations applicable to working areas and those which may come in to force during pendency of the contract.
- 1.12 "**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, administrations, successors and executors.
- 1.13 The "**Contract**" shall mean the agreement to execute the job as envisaged under this tender and shall include the Signed tender

documents, the complete offer submitted by the tenderer(s), Letter of Intent, Work Order issued by the company, Agreement on a stamp paper, Corrigendum and addendum to the tender document, and/or any other document as deemed necessary.

- 1.14 "**Contract Document**" shall mean collectively tender documents, telex/letter of intent, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.15 The "**Work**"/"**Job**" shall mean the works or part thereof to be executed in accordance with the contract and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.
- 1.16 The "**Contract Period**" shall mean the period agreed & allowed for the execution of the work. It shall also include the extended period, if any.
- 1.17 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer In charge after the work has been completed to his satisfaction and as per terms of contract.
- 1.18 "**Tender document**" shall mean the document issued by the company against NIT for submission of offer by the bidders.
- 1.19 The "**Tenderer**" shall mean the individual or firm or company who have submitted the offer against this tender.
- 1.20 "**Tender**" shall mean the offer submitted by the bidder against NIT for acceptance by the company.
- 1.21 In the work, unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)
Khanij Bhawan, Tilak Marg, 'C' Scheme, Jaipur-302005

SECTION-II

INSTRUCTIONS TO TENDERERS & GENERAL CONDITIONS OF THE CONTRACT

- 1.0 **Description of work:** The work consists of following jobs to be done on continuous basis through-out contract period.

S. No.	Description
1.	Operation & Maintenance of 33/11/0.440 KV Sub-Station so as to ensure continuous and uninterrupted power supply;
2.	Operation & Maintenance of 33/11/0.440 KV and 220 V overhead lines within the mine lease area and acquired land;
3.	Operation & Maintenance of power supply to Mine Office, Workshop, Weigh bridges, Canteen, Desalination Plant and submersible pump at Desalination Plant;
4.	Maintenance of requisite records and log sheets as per the prevailing regulations and make them available for inspection.
5.	Maintenance & switching on/off of street lighting provided by RSMML of the same.

2.0 PRE- QUALIFYING CRITERIA

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

1. The bidder must possess a valid class contractor licence issued by the Government of Rajasthan.
2. Minimum turn over should be of **Rs.5.00 Lac** (Rupees Five Lac only) in any one of the preceding three financial years (2020-21, 2021-22 & 2022-23).
3. The bidder must have a minimum of three (03) years work experience of the same nature of Operation & Maintenance works of 33 KV or above rating GSS in any Government/PSU department in any last five (05) financial years.

Notes: Attested Copy of audited Balance Sheets and Profit & Loss Account/
TDS Certificate/Form-16 in support of turn over of last three financial
years (2020-21, 2021-22 & 2022-23).

3.0 SUBMISSION OF OFFERS

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form.
- ii. No physical / offline tender / bid shall be accepted.
- iii. 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.
- iv. 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.
- v. 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.
- vi. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager, SBU & PC-Lignite, RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan). 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.-Contract), RSMML, Khanij Bhawan, Tilak Marg, Jaipur 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.
- vii. 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.
- viii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour

accommodation and store go-downs etc and all other factors involved in the execution of works.

- ix. All the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :

- i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract.
- x. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :- 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: eproc@rajasthan.gov.in,. Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.).

4. GENERAL INSTRUCTIONS FOR FILLING THE e-TENDER

- 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.
- viii. 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.
- ix. 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.

- x. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- xi. 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.
- xii. 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.
- xiii. Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted / uploaded along with the techno-commercial bid or any information / document is found to be false / fabricated / misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

5. BID SECURITY, e-TENDER DOCUMENT FEES AND PROCESSING CHARGES

- a) The bidder submit a non-refundable processing charge of 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 (Mech.-Contract), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) on or before the date and time of submission of the Tender.
- b) The Tender Document fee and Bid Security as mentioned in the NIT shall be paid by way of D.D./Banker's Pay Order in favour of RSMML payable at Jaipur.
- c) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- d) 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.
- e) 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.

6. EARNEST MONEY DEPOSIT

- a) The EMD is Rs.20,000/- (Rupees Twenty Thousand only).
- b) This is to be furnished by Demand Draft/ Pay Order/ Banker's Cheque drawn on any Nationalised/scheduled Bank, in favour of "**RAJASTHAN STATE MINES & MINERALS LTD.**" payable at Jaipur. This DD/PO/BC should be enclosed and submitted with the Techno-Commercial offers

(Part-I). Offers without Earnest Money Deposit are liable to be rejected/ ignored.

- c) Tenderer, besides above, may furnish EMD through e-payment also to the any one of RSMML's Bank accounts given as under:-

Name of beneficiary	RSMML LTD., JAIPUR	RSMML LTD., JAIPUR	RSMML LTD., JAIPUR
Name of Bank	Axis Bank	ICICI Bank	HDFC Bank
Bank Location	Malviya Nagar, Jaipur	Khanij Bhawan, Tilak Marg, Jaipur	Aditya Tower, New Sanganer Road, Jaipur
Type of Account	C.D.	C.D.	C.D.
C.D. Account No.	910020036634989	678605000722	18437630000803
IFSC Code	UTIB 0000626	ICIC 0006786	HDFC 0001843

Tenderer is required to submit requisite EMD deposit in the RSMML, Jaipur account through e-payment providing a printed copy of as a proof of such bank transaction with reference ID number along with the documents submitted with the tender.

- d) The Earnest Money Deposit shall not bear any interest.
- e) The Earnest Money Deposit of the unsuccessful tenderers shall be refunded at the earliest.
- f) Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like Cash, Cheque, Bank Guarantee, FDR's etc.
- g) 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 Performance Guarantee in the prescribed time after the work is offered to the tenderer.
 - iii) If the tenderer does not execute the agreement in the prescribed format in 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 declines to accept the job offer made by the company, subsequent to acceptance of his/their offer by the Company.
 - vi) If the tenderer makes any changes/modifications in the tender document downloaded from the web site.

7 SECURITY DEPOSIT

The rates of security deposit as per the prevailing terms and condition of the Company are @ 10% of total contract value.

- i. The successful tenderer shall furnish a Security Deposit equal to 10% of total contract value. Total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor and awarded quantity for the total period of the contract.

- a. The contractor shall furnish Security Deposit @ 10% of total contract value through Demand Draft in favour of RSMML, Jaipur/Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Jaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- b. Security deposit may also be furnished in any of the following forms Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI)/ICICI/ Axis /HDFC Bank having its Branch office at Jaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the contractor, in the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- c. The successful bidder at the time of signing of the contract agreement may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in case ,the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
- ii. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 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. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

- iv. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- v. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- vi. In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- vii. In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- viii. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- ix. No interest is payable on S.D. amount.
- x. In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

8. ADDITIONAL PERFORMANCE SECURITY.-

In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. Explanation : For the purpose of this rule,-

- I. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- II. Estimated Bid Value means estimated value of the work as mentioned in bidding documents.

- III. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- IV. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

9. RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR:

Tenderers offering in capacity of micro, small and medium enterprises of the State of Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided :-

- i) Tender document fees will be taken @ 50% of the prescribed total value of Tender document fees.
- ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- iii) Security Deposit will be taken @1% of the total value of order/contract.
Except above as mentioned in above clauses, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

10.0 Price – Bid

- (i) The 'Price Bid' shall be submitted online in the prescribed BOQ format only (Annexure-....). It is suggested to the tenderer to read carefully the instructions mentioned in the Performa at BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- (ii) The tenderer is also requested to quote the buy-back rate.
- (iii) The rates are to be quoted in Rupees as per the price format.
- (iv) 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 (Section-II) of the tender document.
- (v) Company reserves the right to reject any offer or part thereof.

11.0 OPENING OF THE TENDER

e-Tender will be opened on the fixed date and time in the presence of Tenderer or their authorized representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule.

12.0 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 (price bid). 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.

13.0 EVALUATION OF TECHNO-COMMERCIAL BID

- (i) The techno-commercial bids of substantially responsive tenderers 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.
- (iii) The tenderer shall be prepared to furnish clarification / information and attend meetings / discussion as required by the company from time to time.
- (iv) Price Bid (Part II) of techno-commercially acceptable tenders shall only be opened.

14. DETERMINATION OF LOWEST TENDERER

The lowest tenderer shall be determined on the basis of total price for Operation & maintenance of 33/11 KV GSS (as detailed at condition 1.0 of section II) at company's Kasnau-Matasukh Lignite Project, District Nagaur (Rajasthan) which includes basic price, all taxes & duties, and any other etc. till completion of the work excluding G.S.T.

- (a) The lowest tenderer shall be determined on the basis of total amount of price quoted for complete work.
- (b) For determination of lowest bidder, rates without GST shall only be considered. Bidders should quote rates without GST only. However bidders are required to quote GST amount in BOQ also and also provide the details of applicable GST rate, HSN/SAC code and GST amount charged separately in their offer.

- (c) The price offer should include basic price, in presence of their technical expert representative charges, labour cost, Warranty charges, any other levies/duties/fees etc. for complete work but without GST.
- (d) The lowest tenderer shall be determined on the basis of total landed cost of work (as detailed 1.0 of section II) at our Kasnau-Matasukh Lignite Project, District Nagaur (Rajasthan).

15. **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.

16.0 **TAXES / G.S.T.**

The tenderer shall quote the rates as follows :-

- i) The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). Goods and Service Tax will be paid extra as per specified rates in the Act/Rules. 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), 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 monthly bills 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."

17.0 PERIOD OF CONTRACT AND WORK COMMENCEMENT:

TWO (02) YEARS from the date of issuance of work order. It can be extended as per RTPP Act at the discretion of RSMML. The work should be commenced within 15 days from the issuance of the (Detailed Letter of Acceptance). In case the Contractor fails to commence the work within 15 days from the date of issuance of DoLA, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor.

18.0 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.

19.0 WORKS TO BE EXECUTED UNDER THE DIRECTION OF ENGINEER-IN-CHARGE:

All the works to be executed under the contract, shall be executed under the direction and subject to the approval, in all respect of the Engineer-in-Charge of the Company for the time being, who shall be entitled to direct, at what point or points and in what manner they are to be commenced, and from time to time carried on.

20.0 CONTRACT AGREEMENT:

The contractor shall execute a contract agreement within a period of 15 days of issuance of work order on a Non-judicial Stamp Paper of appropriate value (to be borne by the contractor) towards this work and to safeguard RSMML property.

21.0 PROVIDENT FUND :

- a) The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

- b) The Contractor who are coming under the purview of the Employee Provident Fund & Misc. Provisions Act (EPF & MP Act) but are not registered should have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- c) The Contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due (both Employee & Employers Contribution) to the applicability of the Contract Labour (R&A) Act may deposit the same with the PF Trust of RSMML along with an additional amount @ 1.15% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. An Affidavit for this purpose is to be furnished on a stamp paper of appropriate value at the time of awarding the contract by those contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act to the effect that -
 - i) They are not covered under the EPF & MP Act, and
 - ii) In case the currency of the contract they come under the purview of the said Act then they will get themselves registered with the PF Commissioner and will deposit the PF with the RPFC. Performa of affidavit is enclosed as form-B.
- d) However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- e) Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

22.0 An undertaking as per Form-C.

23.0 **RESERVE AND RIGHTS**

- i. The Company reserves the right to accept or reject any or all tenders, or to withdraw/scrap this Tender altogether without assigning any reason.
- ii. The Company does not bind itself to accept the lowest offer.

24.0 RIGHT TO REVIEW PERFORMANCE

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 for which a notice shall be served by the company 15 days in advance.

The Company shall have absolute right to determine and ascertain the damages or loses 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.

25.0 TERMINATION OF THE CONTRACT

- i. In case of failure to perform the job as required under this tender or observed any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 02 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of 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.
- ii. The contract may also be terminated in the event the contractor being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained hereinabove, 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.

26.0 DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under the contract, any of the partner of the contractor dies, the death of any partner shall not effect the rights of the company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the company.

27.0 **DISPUTE & JURISDICTION**

- i In case of any dispute, it shall be the endeavor of both the parties to resolve it through mutual discussions.
- 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 during the period of contract due to and during the pendency of such disputes or differences.

Signature of Tenderer with address



Rajasthan State Mines & Minerals Limited
(A Government of Rajasthan Enterprise)
SBU & PC - Lignite

SECTION –III

SITE & GENERAL INFORMATION

1. LOCATION:

Kasnau Matasukh Lignite Mines of Rajasthan State Mines and Minerals Limited is situated in Tehsil - Jayal of Nagaur district. It is located at about 43 km. from Nagaur on Nagaur - Didwana road. There is a power connection of 33 KV from AVVNL, Kuchera 132 KV GSS in the area. There is a network of electrical installations consisting of 33/11/0.440 KV Sub-Station, Overhead transmission lines within the Mining Lease & acquired land area and Power supply systems to various installations therein.



Rajasthan State Mines & Minerals Limited
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SECTION - IV

TERMS & CONDITIONS (TECHNICAL)

- 1.** The contractor shall be License holder from Electrical Inspector, Government of Rajasthan, Jaipur and duly endorsed by Deputy Director, Mines Safety (Electrical), DGMS, Ajmer, to maintain 33/11 KV sub-station. The Contractor should have on his roles atleast one (01) ITI certificate holder electricians / wiremen possessing valid Electrician/Wireman Licence issued from the Electrical Inspector, Government of Rajasthan, Jaipur for round o'clock in each shift.
- 2.** The contractor shall ensure Operation & Maintenance of equipment such as transformers, circuit breakers, CT's, GO's, Horn Gap fuse, LA's.
- 3.** The contractor shall upkeep all these as well as other equipments lying installed at the 33/11 KV sub-station ensuring timely oiling and greasing of moving parts in these equipments, clearing of oil scale deposits over the body and radiators of transformers. Timely changing of silica gel in breathers, cutting and surface dressing, cleaning of yard, control room and maintaining proper light and fixtures in the yard. Grass cutting/removal and cleaning works at GSS, Once in each month, shall be carried out by the party.
- 4.** The contractor shall take hourly reading of the meters and enter them in log book/sheets, Performa of which shall be provided by the concerning shift Incharge / Mines Manager.
- 5.** The contractor will ensure that only those feeders will be kept on as per supply Programme given by the Shift Incharge / Mines Manager. In no condition the transformer should be over loaded.
- 6.** The contractor shall arrange shutdown to the authorised persons of the Shift Incharge / Mines Manager.
- 7.** The contractor shall also do timely servicing and routine maintenance of these equipment to avoid break down during use.
- 8.** The contractor shall maintain records of faults, breakdowns, timings of 33 KV and 11 KV feeders. Contractor shall record and intimate about faults in 33/11 KV lines to concerned shift In- charge/Mines Manager and concerned authorised staff and officers without delay.
- 9.** The contractor shall do minor repairs like replacement of punctured disc or pin insulators or broken post insulators of G.O. Switch/Horn Gaps etc.
- 10.** The contractor shall take care of earthing of the Sub-station and shall maintain the same in healthy condition and record it in daily log sheet.

- 11.** In case contractor needs shutdown at 33 KV Sub-station to carry out any repair or maintenance work, prior permission of shutdown shall be obtained from the Unit-In-Charge / DGM (Mining), Nagaur. The Material required for such maintenance shall be provided by the RSMML.
- 12.** On failure of 33 KV line, the contractor or his authorised person shall intimate to the concerned shift Incharge/Mines Manager promptly.
- 13.** The 33/11 KV Sub-station area will be maintained neat & clean by the contractor at his own cost and material & T&P required for this work will be arranged by the contractor himself.
- 14.** Any shutdown on 33/11 KV lines at the Sub-station required by RSMML employee or other authorized person by the Agent of the Mines shall be given by the contractor or his authorised representative on the Performa-A, B & C prescribed by D.G.M.S.
- 15.** As & when the shutdown is required to be taken by RSMML's employee or their authorised person then the shutdown be given by the contractor or his authorised person by earthing the line or Sub-station equipment switch is under shutdown.
- 16.** Silica gel of transformer breather shall be kept always maintained anhydrous that is colour be checked and confirmed blue.
- 17.** The contractor shall maintain RSMML's property and equipment safely and any damage/theft caused solely due to lack of maintenance of contractor or his employee then losses will be recovered from his due payments. If amount of damage/losses are more than the due payments then he will be liable for deposition of the balance amount otherwise this will be recoverable as per laws.
- 18.** All T&P and safety devices like hand gloves, earth chain, insulated pliers, screw driver, T.C. fuse wire and spanner set etc. of standard quality required for this work will be arranged by the contractor at his own cost.
- 19.** The contractor will furnish the bio-data of each employee's engaged for the work as details given below to the Agent (Mines) RSMML as well as to the concerned shift Engineer/Mines Manager before starting the work and also in future wherever any replacement / removal is made by him. He will make available photo, identity card of each employee and will submit to the Agent (Mines) RSMML, Nagaur with its photocopies to the concerned mines Manager/ Shift Engineer.

- | | | | |
|----|-------------------|----|-------------------|
| 1. | Name | 2. | Father's Name |
| 3. | Caste | 4. | Date of Birth/Age |
| 5 | Qualification | 6. | Work Experience |
| | a. Educational | | |
| | b. Technical | | |
| 7. | Permanent Address | 8. | Temporary address |
| 9. | Phone/Mobile No. | | |

- 20.** The contractor shall be liable under the provision of the Indian Electrical Supply Act., 1910, Indian Electricity Act-1956 and CENTRAL ELECTRICITY AUTHORITY (Measures Relating to Safety and Electric Supply) Regulations-2010 with latest amendments; and other Acts, Rules & Regulation amended from time to time by Government of India as well as Government of Rajasthan and D.G.M.S. The contractor shall be liable to follow the instruction of the Electrical Inspector, Government of Rajasthan and D.G.M.S.(E), Ajmer for implementation of this act.
- 21.** In case of tripping of supply or blowing of fuse of any feeder the same will be replaced immediately as per load DTC and according to capacity by the contractor or his authorised person in accordance with the instruction issued by the Mines Manager/Shift Engineer.
- 22.** The contractor or his authorised person shall fill up the sufficient quantity of water in earthing pits or 33/11 KV sub-station that is of transformer or other equipments from time to time.
- 23.** Out going supply shall be maintained as per supply programme chalked out by the RSMML authorities.
- 24.** All the Sub-station equipments, once handed over to the contractor by the RSMML authorities shall be maintained/kept in good condition till the expiry of the contract and on its ceasing will be handed over back to same authority, otherwise would be penalised for the damages/losses caused during its operation and losses and the same would be recoverable from final bill or either add security deposit.
- 25.** The contractor will not either add or draw-out oil from installed power/distribution transformer without presence of RSMML's authorised representative, but will report timely to its authorities for any short/excess.
- 26.** To the person(s) deployed by the contractor at site, minimum wages as per rules of Government of Rajasthan/Government of India may be paid.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)
Khanij Bhawan, Tilak Marg, 'C' Scheme, Jaipur-302005.

SECTION - V

TERMS AND CONDITIONS (COMMERCIAL)

1) PRICE:

The rates are to be quoted, **on monthly basis which shall be firm for entire contract period**, for the complete work as specified in description of work at clause 1.0 (1 to 5) of section II. The charges shall be **exclusive of G.S.T.** as applicable on such type of work, on the date of opening of the tender.

2) SUPERVISION:

The work shall be carried out under the supervision of the contractor and control of the work/job will be contractor's responsibility.

Contractor will dictate about the work to his employees without any interference, instructions or intervention from RSMML in day to day working supervision, control and regulation of condition of the workmen engaged by him shall be his responsibilities.

However to ascertain and maintain the quality of work by any concerning officer of RSMML Ltd. not below the rank of the Shift- Incharge /Mines Manager may suddenly check the sub-station, Any short-coming/deficiency in the work shall be rectified/attended free of cost. In case the contractor fails to rectify/attend the deficiencies in time, RSMML will be free to get the deficiencies rectified/attended at the cost and risk of the contractor.

3) PAYMENT:

After completion of period of one month for operation and maintenance, the contractor shall submit bills in triplicate in first week of following month to the Mines Manager/ Engineer-in-Charge, who will verify the same and send it to the Unit Head, Nagaur (along with required certificates and along with certificate regarding no excess supply given by the contractor, proper rating fuse wire provided/ utilised and engaging one licenced ITI holder round the clock}. The payment shall normally be made within a period of 15 days from the date of receipt of the verified bills in the office of Group General Manager (Lignite.). However, on commencement and completion of the contract, if part of a calendar month is involved, the bill shall be raised for that part on prorata basis.

If the contractor is fails to provide the one ITI holder in each shift or unskilled labour as & when required then penalty amount of ₹1000/- only would be applicable to be deducted from the running bill of the contractor.

4) WORK COMPLETION SCHEDULE & AVAILABILITY OF POWER:

The Contractor shall carry out the maintenance work etc. of 33/11/0.440 KV Sub-station and other works as per the requirement of work order. In case of delay in execution of work the contractor is liable to pay penalty @ ½% of the total cost of work order per week or part thereof, subject to maximum of 10% of contract value. Any financial liability arising due to failure of the Contractor to adhere to the stipulated time period will be to contractor's account. He shall ensure 95% availability of power from sub-station including the period of shut down for repair work but the period for which power was not made available to the sub-station on incoming side will not be counted in calculating the non availability on the part of the contractor. If in any month, the availability is less than 95% in aggregate then a penalty of 2% of monthly contract amount, for every fall of 1% below availability of 95% may be imposed.

5) FURTHER CORRESPONDANCE:

All correspondence pertaining to this work order in respect of any clarification required on the terms and condition, technical matters and payment of the bills etc. shall be addressed to the Group General Manager (Lignite.), RSMML, Jaipur and his decision in the matter shall be treated as final and binding upon both the parties.

6) SUBLET:

The contractor shall not sublet the contract or any part of this contract to any other agency. In case of violation, action will be taken against him as per terms of agreement. Any violation will be treated breach of contract and dealt with as per the clause in this regard, appearing elsewhere in the tender document.

- 7)** In case of any further installation/augmentation of power transformer and erection of 11 KV feeder at the sub-station, no any extra payment will be payable to the contractor.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)
Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-302005.

SECTION - VI GENERAL TERMS AND CONDITIONS:

- 1)** For above works, the Contractor shall have to bring his own tools and tackles, however, Company would provide all necessary materials for carrying out the above jobs.
- 2)** Work should be got done exclusively in accordance with the technical specification detailed instruction and terms and conditions enclosed herewith.
- 3)** The tenderer should see for him self the site and make an independent assessment of the nature of work before filling the tender.
- 4)** Supervision and control of the work/job will be contractor's responsibility.
- 5)** Contractor will engage one licenced I.T.I. holder and one Helper required to execute the work in each shift / round the clock.
- 6)** Contractor shall abide by all the applicable laws for this work in force or imposed later on and non-compliance shall be his responsibility.
- 7)** The Contractor shall abide by Factories Act, 1948, Minimum Wages Act, Industrial Disputes Act, 1947 and other statutory rules/laws of D.G.M.S. etc., Indian Electricity Act-1956, Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations-2010 with latest amendments.
- 8)** To the person(s) deployed by the contractor at site, minimum wages as per rules of Government of Rajasthan may be paid.
- 9)** All T&P and safety devices like hand gloves, earth chain, ladders, insulated pliers, screw driver, T.C. fuse wire and spanner set, etc. of standard quality required for this work will be arranged by the Contractor at his own cost.
- 10)** In case of injury or death due to accident on his work (s) during the execution of work RSMML shall not be held responsible and total responsibility will be of the contractor whatsoever and Contractor will pay the compensation as per workmen Compensation Act, 1923 and amendment thereto.

The contractor shall furnish certificate (as state below) in each bill that the above rules & regulation are followed by him otherwise his bill will not be entertained by the Mines Manager/Engineer-in-Charge. The Contractor shall furnish a copy of cover note of Accidental Insurance Policy issued by General Insurance Company of such persons engaged for this work. The certificate is as under: -

- (a) "I hereby certify that during the execution of work, I have followed all the applicable rules & regulations mentioned in the contract agreement.
- (b) I shall be liable and make good any loss to RSMML for any compensation/loss arising out due to any failure on my part."

- 11)** The contractor shall comply with rules/regulation issued by D.G.M.S., Government of India as well as Government of Rajasthan and Local Bodies, if any.
- 12)** In case contractor needs shut down at 33/11/0.440 KV Sub-station to carry out any repair or maintenance work, prior permission of shut down shall be obtained from Mines Manager/Engineer-in-Charge.
The material required for such maintenance shall be provided by the RSMML after the assessment & approval of Manager/Engineer-In-Charge.
- 13)** The Contractor and his authorised person will not interfere in the working of RSMML. Any unlawful activities shall not be allowed.
- 14)** RSMM Ltd. shall not be responsible in any manner for any act or omission or commission of the workers engaged by the Contractor. No claim in this respect shall lie against RSMM Ltd. If by virtue of any law in force RSMM Ltd. is made to pay any amount by way of penalty/damages/fine etc. Contractor shall be liable to indemnity/reimburse to the extent or amount so paid along with other expenses incurred by RSMM Ltd. to defend such cases.
- 15)** The concerned Officers of the RSMM Ltd. shall have the authority to inspect the work site (Sub-station) at any time during the period of contract.

16) MAINTENANCE OF RECORD:

Following records shall be maintained by the Contractor or his authorised representative and shall be produced for inspection, on demand: -

- i) Hourly logging of power supply in the form prescribed by the RSMM Ltd.
- ii) Details of failure and restoration of power supply with reasons for failure.
- iii) Maintenance register of equipments viz transformer, circuit breaker KIOSK/ insulator/ GOs, CTs, PTs, Battery Set changer.
- iv) Material inward register and use register.

- 17)** Any kind of repairing & maintenance work in G.S.S. or which comes in the scope of Contractor, may be issued to the Contractor on the existing rates of AVVNL, if RSMML management deems fit.

For such kind of additional work, permission would be granted by the competent authority and the Contractor has to accept it and has to do it without any delay on AVVNL rates without any additional charges.

18) FAILURE OF CONTRACTOR:

On failure of Contractor in complying with any of the above directions/instructions, repeated failures as listed in clause 6 of section VI more than 7 times or breach of contract as per clause 10 of the same

section, the management may at its discretion cancel the contract giving 07 days notice. Management may recover from the security deposit or the other sums payable to the Contractor for this job or any other payment due to him, if contractor is held responsible for any loss to RSMML for any compensation/loss arising out due to any failure on his part as per clause-6 mentioned in section-VI.

19) RISK AND COST:

If the work of the contractor is not found satisfactory, the management, at its discretion, may terminate the contract with a notice of seven days. If as a result of such cancellation, company has to incur any loss and make any alternative arrangements for remaining work & period of contract at an extra cost, such cost will be recovered from the security deposit and/or pending bills of the contractor. In case above amount falls short, company will take legal recourse for such recovery.

20) FORCE MAJEURE:

The contract shall be subject to the standard force majeure clause such as war, civil disturbances, strike, pestilence, epidemic, earthquake, flood, firestorm and/or any other act of nature or any other calamity beyond the control of any of the parties. In such cases the obligations of either party shall remain in suspense during the period of calamity aforesaid and work shall be resumed immediately after the calamity as aforesaid has ceased or otherwise deemed to have been determined.

21) APPEAL BY THE CONTRACTOR:

If the contractor is not satisfied with any decision or working methods of the local management, then he can submit his representation initially to First Appeal Authority who is Managing Director, RSMML, 4, Meera Marg, Udaipur and subsequently to the Mines Department, Government of Rajasthan, Jaipur who is Second Appeal Authority through payment of prescribed fee and in the prescribed Form No.1 (see rule-83)-Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 of Annexure-C provided in the tender document.

Manager(Mech.-Contract)

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.

Name & Signature of Tenderer with seal



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)
Khanij Bhawan, Tilak Marg, 'C' Scheme, Jaipur-302005.

Tender No. F.6(1)42/CC/2022/102

Dated : 12.03.2024

"TECHNO-COMMERCIAL BID" (Part - I)

General Information about the Tenderer

Name and Address of Tenderer			
Name of Contact Person with Phone/Fax No. with STD Code / E.-Mail / Mobile etc.			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name(s) of Partners / Directors			
Eligibility criteria	2020-21	2021-22	2022-23
(i) Turn over (in Rs.)			
PF Account number	Yes/No		
Labour License Number (copy provided)	Yes/No		
PAN No. (copy provided)	Yes/No		
G.S.T. registration number			
Registration details under Micro, Small And Medium Enterprises (MSMED Act, 2006) attached ?	Yes/No		
Annexure B: Declaration by the Bidder regarding Qualifications	Yes/No		

- Certified that no conditions have been enclosed/attached with the price offer.

(Signature of Tenderer with seal and address)

(TO BE TYPED THE NON JUDICIAL STAMP PAPER OF Rs. 50/- ATTESTED BY NOTARY/MAGISTRATE)

AFFIDAVIT

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

1. That I/we have submitted a tender for _____.
2. That I/we have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above tenderer / contractor).
4. That in case during the currency of the contract, I/we come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent
(Authorised signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed . So help me God.

Deponent
(Authorised signatory)

Undertaking

I/We in respect of submission of tender to the RSMM Ltd. hereby declare as under:-

1. We confirm that we have not put any other deviations to the tender terms & conditions.
2. We have not been banned/ debarred/ suspended by the RSMM Ltd. in past for any reason/default.
3. No Legal case is pending with RSMML.

()
Signature of tenderer

Name and seal of tenderer

Date:
Place:

Declaration

Name of the work: Operation & Maintenance of, 33/11/0.440 KV Sub-Station, Overhead Transmission lines within the Mining Lease & acquired land area and Power supply systems to various installations therein at Kasnau-Matasukh Lignite Mines, District Nagaur.

Registration under Micro, Small & Medium Enterprises Development Act, 2006

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(Yes/No).
2. If yes, please furnish the declaration given below.

We (Name of Tenderer _____), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises.

3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with stamp

Date:
Place:



राजस्थान स्टेट मार्इन्स 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

Signature of bidder

Place

Name:

Designation:

Address:



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

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.



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

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.

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



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)
Khanij Bhawan, Tilak Marg, 'C' Scheme, Jaipur-302005.

TENDER NO. F.6(1)42/CC/2022/102

Dated: 11.03.2024

Performa of online BOQ PRICE BID (PART – II)

S.No	Description of Work	Rate for all the works Rupees per month. (Inclusive of all taxes except GST)
1	Operation & Maintenance of 33/11/0.440 KV Sub-Station so as to ensure continuous and uninterrupted power supply;	Rs.per month. Rupees in Words only.
2	Operation & Maintenance of 33/11/0.440 KV and 220 V overhead lines within the mine lease area and acquired land;	
3	Operation & Maintenance of power supply to Mine Office, Workshop, Weigh bridges, Canteen, Desalination Plant and submersible pump at Desalination Plant;	
4	Maintenance of requisite records and log sheets as per the prevailing regulations and make them available for inspection.	
5.	Maintenance & switching on/off of street lighting provided by RSMM of the same.	

Notes:

1. The above monthly rate shall remain fixed for the entire contract period of Two (02) Years.
2. The rates as offered above on per month basis will be the criteria to work out lowest bidder.
3. Any additional condition found with the price offer shall be treated as withdrawn from the side of tenderer.
4. All taxes and levies are inclusive in above quoted rates except G.S.T.

(Signature of Tenderer with seal and address)