



# **RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT

for the work of

**“Supply, installation, testing, commissioning of CCTV Camera along with storage lease line/LAN connection, power (solar) system and other accessories required for working of CCTV Surveillance System at various locations in Limestone mines under Gotan Unit of RSMML in district Nagaur (Rajasthan), India and three Years Comprehensive Annual Maintenance Contract (CAMC) with monitoring & reporting 24x7 at Mines and/or Jodhpur offices of RSMML”.**

**e-Tender No. RSMML/SBU&PC-LS/GGM(LS)/CONT-12/2023-24 Dated: 01.03.2024**

***Issued by:***

***Group General Manager (Limestone)***

***RSMML, 8- West Patel Nagar, Jodhpur 342001***

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

**Processing fees: Rs. 1500/-**

**Date of downloading of Tender: From 01.03.2024 to 27.03.2024 up to 1.00 pm**

**Last Date of submission of online Tender: 27.03.2024 up to 3.00 pm**

**Date of Opening of Techno-commercial Part: 28.03.2024 at 3.30 pm**

**Corporate Office:**

4, Meera Marg,  
Udaipur - 313 001  
Phone: 0294-2428763-67,  
Fax 0294-2428768,2428739  
<http://www.rsmm.com>

**Unit Office:**

Gotan Limestone Unit  
Harsolav Road, Gotan, Nagaur  
Phone- 01591-231030

**SBU & PC, Limestone Office:**

8, West Patel Nagar  
Circuit House Road,  
Jodhpur 342001  
Phone: (0291) 2511031, 2516199



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office: 8-West Patel Nagar, Jodhpur – 342001,

Phone: 0291-2511031,2516199,

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



Ref. no: RSMM/SBU&PC-LS/GGM(LS)/CONT-12/2023-24

Dated:01.03.2024

## DETAILED NOTICE INVITING TENDER

Online Competitive Bid (e-tenders) in single stage two bid system are invited through e-Procurement portal <https://eproc.rajasthan.gov.in> for following works from Competent OEM/ authorized dealer of OEM (MAF certified):

Brief Description of work	Bid security / EMD	Contract Period
Supply, installation, testing, commissioning of CCTV Camera along with storage lease line/LAN connection, power (solar) system and other accessories required for working of CCTV Surveillance System at various locations in Limestone mines under Gotan Unit of RSMML in district Nagaur (Rajasthan), India and three Years Comprehensive Annual Maintenance Contract (CAMC) with monitoring & reporting 24x7 at Mines and/or Jodhpur offices of RSMML	1,94,000/-	45 days for Part 'A' and three year for Part 'B'
Cost of tender document Rs.1180/- (non-refundable) is inclusive of GST, payable in DD/Pay order/Banker's Cheque in favour of "RSMML Ltd, Jodhpur"		
Processing Fee	Rs. 1500/- payable by DD in favour of MD, RISL, payable at Jaipur	
Period of downloading of documents	From 01.03.2024 to 27.03.2024 pm,	
Last Date & Time of online Submission of offer	Dated 27.03.2024, up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 28.03.2024, at 3.30 pm at Jodhpur	

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

- (1) The annual turnover of tenderer from any business should be at least Rs. 75.00 lac in any of the last 3 financial years or current financial year.
- (2) The Bidder should have minimum experience of similar nature of at least 02 work in in any of the last 3 financial years or current financial year.

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

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

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for.

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

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

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

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

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

**Group General Manager (Limestone)**

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-2

### DEFINITIONS & INTERPRETATIONS

#### DEFINITIONS:

- 2.0.0 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.
- 2.01 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** 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.
- 2.02 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2.03 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.04 **“GGM SBU &PC –Limestone”** shall mean Group General Manager for the SBU & PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.05 **“Unit Head / In charge”** shall mean the ~~Mining Engineer~~/Executive so designated for Limestone Mines under Gotan Unit, Nagaur of Rajasthan State Mines Minerals Ltd.
- 2.06 **“Engineer-In-Charge” or “Officer In charge” or “Authorized Officer”** 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 GGM of SBU &PC-Limestone.
- 2.07 **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority maybe notified in writing to the Contractor by the Company.
- 2.08 **“Mine Manager”** shall mean the Mining Engineer so designated for Limestone Mines of Rajasthan State Mines & Minerals Ltd,
- 2.09 **“Approved”** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.10 **“Attested”** shall mean attestation of the photocopy of documents by the First class Magistrate /Gatted Officer/Notary Public.
- 2.11 **“Clause”** shall mean the clause & sub-clause of this document &/or agreement etc.
- 2.12 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.13 **“Contract”** shall mean the agreement between the company and the contractor for execution of the work/s including therein all documents such as invitation for

tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of intent / 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.

- 2.14 **“Contract Period”** shall mean the concession period agreed & allowed for execution of the contract & settlement thereof. It shall also include the extended period if any.
- 2.15 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.16 **“Tenderer” or “Bidder”** shall mean the person, firm or company/Contractor submitted a tender/ bid against the “invitation for tender bid” & shall include his/it’s their legal representative, administrators, successors and executors.
- 2.17 **“Contractor” / “Successful Tenderer”/ “Successful Bidder”** shall mean “Tenderer/Bidder” who have either participated in the tender/enquiry of RSMML or “Contractor” to whom work order/contract have been awarded by RSMML. “Contractor” / “Successful Tenderer”/ “Successful Bidder” includes a Public Limited Company, firm whether registered or not, an individual, a Contractor or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.18 **“Letter of Acceptance”** shall mean intimation by a letter/ telegram/fax/e-mail to successful bidder /tenderer that his/her offer has been accepted, in accordance with the provision contained in the letter/fax.
- 2.19 **“Commencement of Work”** shall be reckoned from the date of issue of letter of acceptance (LOA) /detailed letter of acceptance (DLOA) whichever is earlier including the stipulated mobilization period.
- 2.20 **“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.
- 2.21 **“Contract Period”** shall mean the period agreed & allowed for execution of the contract & settlement thereof. It shall also include the extension period if any.
- 2.22 **“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.
- 2.23 **“Alternation/Variation order”** means, any order given in writing by the Engineer-In-Charge to the Contractor from time-to-time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.24 **“Financial Year”** means a period of twelve months commencing from 1st April of a calendar & upto 31st March of succeeding calendar year.

- 2.25 **“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.
- 2.26 **“Statutory obligations”** would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.27 **“Specified /designed location/place”** shall mean allocated area for specific purpose by the company time to time.
- 2.28 **“Final Certification relation to the work”** shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the GGM(Limestone).
- 2.29 **“Completion Certificate”** shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.30 **“OEM”** is the Original Equipment Manufacturer for CCTV items supply with valid authorization certificates from competent government authority.
- 2.31 **“Authorized Dealer of OEM”** means the firm/company having MAF (Manufacturing Authorization form) issued by OEM.

## 2.1 **INTERPRETATIONS:**

- 2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Limestone Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.9 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.10 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.
- 2.2.11 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

## Section-III

### INSTRUCTIONS TO THE TENDERER

#### 3.1 INSTRUCTIONS TO THE TENDERER & GENERAL CONDITIONS

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors," information about DSC, FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A scanned copy of EMD, e-Tendering processing fee and cost of bid document receipt must be uploaded along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 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. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure I, II & V of tender document should be kept in a sealed envelope addressed to Group General Manager (Limestone), RSMML, 8, West Patel Nagar, Jodhpur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Limestone), RSMML, 8, West Patel Nagar, Jodhpur on or before the scheduled submission 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 the offer of the tenderer shall be rejected.
- v. The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy himself in all respect, before the submission of offer.
- vi. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved and as to what all works, he has to complete in accordance with these documents irrespective of any defect, omission or errors that may be found in the documents.
- vii. The tenderer, at his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store godown etc and all other factors involved in the



proper execution of works. The unit Head/In charge of work site may be contacted to familiarize with the work including visit to work site.

- viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of work.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act 2012 & rules made there under & modifications issued by the competent authority from time to time will automatically be ipso-facto applicable.

### **3.2 TENDER PROCEDURE**

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

### **3.3 TENDER DOCUMENT FEE**

The Tender document fee as mentioned in the NIT shall be paid in the form of Demand Draft / Bankers Cheque/ Bank Pay Order / RTGS/NEFT drawn in favour of "Rajasthan State Mines & Minerals Limited" payable at Jodhpur.

### **3.4 E-TENDERING PROCESSING CHARGES**

- i. For each and every Bid submitted, a non-refundable Processing charge Rs. 1500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR.
- ii. The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- iii. At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- iv. Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

#### **COST OF BIDDING:**

- 3.5** 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 if the company decides to withdraw the "Invitation for tender" or modify the tender documents.

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

- 3.6** The tender 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. All scan papers to be uploaded should also bear the stamp of the tenderer.
- 3.7** Tenderer, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.8** The Company takes no responsibility for delay, loss or non-receipt of tender fees and other document sent through Post/Courier service.
- 3.9** Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). No physical/offline Tender/bid shall be accepted.
- 3.10** Bidders who wish to participate in this tender will have to be registered on <http://www.eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- 3.11** 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](mailto:eproc@rajasthan.gov.in)., Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- 3.12** Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact eProcurement Cell, RISL.
- 3.13** Bidder shall submit their offer on-line in electronic formats both for techno commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of Manager (Contract), SBU-Limestone, Jodhpur before scheduled date & time as mentioned in tender document. 5 Scanned copies of DDs/ BCs / RTGS/ NEFT should also be uploaded along with the online Bid.
- 3.14** Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer. m. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- 3.15** All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- 3.16** Bidders shall have to furnish the legible/readable bid documents in the "covers" as prescribed in the document in PDF/jpg format. All the documents should be sealed & signed by the tenderer. Provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013 & subsequent amendments time to time, will also be applicable.
- 3.17** 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.

### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:**

- 3.18** In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not 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 15 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 clarification will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.19** The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.20** Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

### **ADDENDA/ CORRIGENDA:**

- 3.21** Addenda/Corrigenda to Notice Inviting Tender or to this tender document before expiry of the due date of submission of tender 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 by the company.
- 3.22** Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

### **3.23 CURRENCIES OF THE BID AND PAYMENT:**

The tenderer shall quote the unit rates and prices entirely in Indian Rupees.

### **3.24 TECHNO COMMERCIAL OFFER:**

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

- a) Power of Attorney in favour of the authorized representative signing the tender, as required.
- b) Attested Certificate of Incorporation/ registration of the contractor duly certified by the Notary Public /Gazette Officer as the case may be.
- c) Scan copy of PAN (Income Tax) Number and Goods and Service Tax (GST) Registration Number.
- d) Attested copy of the Audited Balance Sheets for the financial years prescribed in the tender conditions in support of the turnover.
- e) "Exceptions & deviations statement" to be submitted by the tenderer.
- f) Undertaking/affidavit as per annexure I & III given in tender document.
- g) Duly filled form 1,2,3 & 4 and other as per tender document.

- h) 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/ attested copies of documents are not uploaded along with the techno-commercial bid or any information/ document is found to be false/ fabricated/ misleading.
- i) The company reserves its right to call for any addition information for reference as it may deem fit, so to evaluate the technical capability of the tenderer.
- j) It is to be noted that tender will be qualified on the basis of documents submitted along with the offer. The disqualification due to non-submission of the requisite documents / duly attested / non legible documents along with the offer will be the sole responsibility of the tenderer.
- k) Certificate to the effect for confirming OEM or authorized dealer of OEM (MAF certified), Bidder should also furnish BIS certificate of OEM

### **3.16 PART-II 'PRICE BID (BOQ):**

- a) The 'Price Bid' shall be submitted online in the prescribed format only. The tenderer is to quote the rate only in relevant part of price bid for tendered work in the prescribed price format in BOQ as provided in the tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.
- b) The rates are to be quoted in Rupees and in the prescribed price bid Proforma available online.
- c) While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.

### **DEADLINE FOR SUBMISSION OF BIDS:**

**3.17** The Bids will be received up to the specified dated & time only.

**3.18** The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause mentioned elsewhere in the tender document, in which case all rights and obligations of the Company and of the Tenderer, which were previously subjected to the original deadline will then be subjected to the new deadline.

### **LATE BID:**

**3.19** Any Bid after the deadline prescribed in NIT due to any reason whatsoever will not be accepted.

### **OPENING OF THE TENDER:**

**3.20** The Part-I –Techno Commercial Bid of the offer will be opened as per the date & time mentioned in NIT.

**3.21** If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

### **EXCEPTIONS AND DEVIATION:**

**3.22** Tenderer 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 tenderer should mention the deviations at their risk of rejection only in 'Form-4'. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

**BID SECURITY /EARNEST MONEY (EMD):**

- 3.23** The tenderer must pay Earnest Money as per DNIT in the form of crossed demand draft (having validity of three month) in favour of "RSMML" and drawn on any bank at Jodhpur. In case the EMD is in the form of Bank Guarantee (B.G.) same should be as per prescribed format of RSMML annexed with the tender and having validity of 06 months issued in favour of the Company by any Public sector bank (except SBI), /ICICI/AXIS/HDFC bank having its branch at Jodhpur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG.
- 3.24** Original BG shall be deposited by the tenderer on or before the last date of online submission of tender along with other documents." 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, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.25** The bidder may also deposit the bid security by way of online transfer of prescribed amount (as per DNIT) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:

NAME: RAJASTHAN STATE MINES AND MINERALS LTD  
BANK NAME: State Bank of India  
BRANCH: Indian Air Force Station Branch, Jodhpur  
ACCOUNT TYPE: CURRENT  
ACCOUNT NO. 30197702251  
IFSC CODE: SBIN0003649

A copy of transaction details of transfer of fund shall be uploaded/ furnished by the bidder to the company with their bid.

- 3.26** 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.
  - ii. If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as security deposit & Performance guarantee within 21 days 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 within one month of the date of work order/LOA issued in favour of tenderer.
  - iv. If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
  - v. If tenderer doesn't form the society before commencement of work.
  - vi. If the tenderer doesn't commence the work within the prescribed period.

**VALIDITY:**

- 3.27** Tender submitted by tenderer shall remain valid for acceptance for a period 120 (One Hundred 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 during the period of 120 (One Hundred twenty) days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, 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 for 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.

**EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- 3.28** Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- a) Meets the eligibility criteria
- b) Is accompanied by the required securities; and
- c) Is substantially responsive to the requirement of the Bidding documents.

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

- a) Which affects in any substantial way the scope, quality, or performance of the work; and/or
- b) 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
- c) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids?

**EVALUATION OF TECHNO-COMMERCIAL BID:**

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

- 3.31** If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.

- 3.32** The tenderer shall be prepared to furnish clarification/information and attend meetings/ discussion as required by the company from time to time.

**CORRECTION OF ERRORS IN PRICE BID:**

- 3.33** Price Bid (Part-II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and

- b) Where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
  - c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 3.34** The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.
- 3.35** Price Bid (part-II) of techno-commercially acceptable tenders shall only be opened. Only such short-listed tenders will be informed about the date and time of opening of the price bids.

**PROCESS TO BE CONFIDENTIAL:**

- 3.36** 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 efforts by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.
- 3.37** The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

**NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- 3.38** The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance" will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract.
- 3.39** 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.

**3.40 INTERFERENCE WITH PROCUREMENT PROCESS:**

In case the bidder;

- a) Withdraws from the procurement process after opening of financial bid,
- b) Withdraws from the procurement process after being declared the successful bidder,
- c) Fails to enter procurement contract after being declared the successful bidder,
- d) 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 RTPP Act,2012 with fine which may extent to fifty Lac rupees or ten percent of the assessed value of procurement, whichever is less.

### **SIGNING OF THE CONTRACT AGREEMENT:**

- 3.41** 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.
- 3.42** The contract agreement shall consist of -
- a) An agreement on non-judicial stamp paper of appropriate value.
  - b) Tender document, along with the addend/corrigenda, if any.
  - c) Telex/Letter of Intent & Detailed Letter of Intent/Work order.
  - d) Agreed Variation, if any,
  - e) Any other document as mutually agreed.

### **RIGHTS OF COMPANY:**

- 3.43** The Company reserves the right –
- a) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
  - b) not to accept the lowest tender or assign reasons for not accepting the lowest tender,
  - c) To increase/ decrease the quantity and period of contract, without any additional obligation on it,
  - d) not to carry out any part of work,
  - e) to reject the offer, if 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.

### **REFUSAL / FAILURE:**

- 3.44** In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOI), 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 deposited.



## Section-IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INTERPRETATION OF CONTRACT DOCUMENT:

- 4.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to the Engineer-In charge whose decision shall be final and binding.
- 4.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

#### SECURITY DEPOSIT (SD):

- 4.4 Successful bidder(s) is to furnish security deposit cum performance guarantee (performance security) as per the prevailing terms and condition of the Company equivalent to 10 % of the total value of the order (For Part-A Job- Supply, Installation, Commissioning of CCTV etc & other related work for surveillance of area) and initial SD equal to 5 % of the total value of CAMC of 3 years (For Part-B job-comprehensive annual maintenance contract and monitoring & reporting work).:
  - i. The security deposit for Supply, Installation and Commissioning of CCTV etc & other related work for surveillance of area should be valid for a period of 6 months in excess of warranty period + work completion period. SD for Comprehensive annual maintenance contract (CAMC) should be valid for a period of 6 months in excess of CAMC period of 3 years + one-year warranty period + work completion period.
  - ii. The contractor shall furnish Security Deposit through Demand Draft in favour of RSMML, Jodhpur/Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Jodhpur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, defect liability period, 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.
  - iii. The contractor may also opt to furnish SD by Fixed Deposit Receipt (FDR) issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Jodhpur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him”

- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract work for respective job i.e. Part-A & Part-B Job, 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.
- 4.6 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 or 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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 (Thirty) days** from the date of invoking of original Bank Guarantee.
- 4.11 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.
- 4.12 No interest is payable on S.D. amount.
- 4.13 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.

#### **SUB-LETING OF WORK:**

- 4.14 The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

#### **DRAWINGS AND SPECIFICATIONS:**

- 4.15 Wherever it is mentioned in specifications/ drawing/ other documents or instructions that the contractor shall perform certain work and/ or provide certain facilities, it is understood that the contractor shall do so at his own cost.

#### **PATENTS/ COPY RIGHT /TRADE MARK:**

4.16 Contractor shall indemnify and keep indemnified the Company including its employees and authorized agents/ representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

**4.17 ADDITIONAL PERFORMANCE SECURITY.-**

- (1) 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.
- (2) 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.

**CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS/ EMPLOYEES:**

- 4.18 The contractor shall be liable for sharing of profit as per Contractor Act or payment of all wages and other benefits, such as leave with wages, any other (if applicable) bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time the during the currency of the contract.
- 4.19 The contractor shall bear all liabilities for employee and society member employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.
- 4.20 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

**TAXES:**

- 4.21 Variation in statutory taxes, duties & levies: All taxes/ duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not

qualify for any additional payment. Any variation in the statutory Taxes, Duties & levies or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work, as imposed by the respective Governments, after the last date of submission of tender as reflected in the bills raised by the contractor on to the Company shall be payable to or recoverable from the contractor, as the case may be. The Contractor will claim reimbursement of such liability, supported by documentary evidence.

**Goods & Service Tax (GST):**

- a) 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).
- b) 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.
- c) 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.
- d) 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.
- e) If GST is made applicable on price of diesel by Government in future, the diesel escalation shall be calculated on the rates to be arrived at, keeping in view of tax variation clause as mentioned in the tender and provision of notification on applicability of GST on diesel as published by the Government and input tax credit, if any on diesel shall be passed to company.

**INDEMNITY:**

- 4.22 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized 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.
- 4.23 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.

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

**WAIVER AND LIABILITY TO PAY COMPENSATION:**

- 4.25 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.

- 4.26 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

- 4.27 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.

**NO CLAIM IF WORK IS ABANDONES OR POSTPONED:**

- 4.28 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.

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

- 4.29 If 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 contract, 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 drive 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 specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

#### **PROTECTION OF WORK:**

- 4.30 During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary & permanent structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the vent of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

#### **USE OF COMPLETED PORTIONS:**

- 4.31 Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof, Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.
- 4.32 All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the reminder of the work, the Company may grand such extension of time as it may consider reasonable if so requested by the contractor. The decision of the company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.
- 4.33 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor or not. The Contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-In-Charge.

#### **COORDINATION AND INSPECTION OF WORK:**

- 4.34 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-In-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-In-Charge or his authorized representative. A register shall be maintained by the Contractor in which the Engineer-In-Charge after inspection shall write the instructions to be issued by the

Engineer-In-Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.

- 4.35 In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors, working in the area and the departmental work of the Company being executed in other areas of the mine. The Contractor shall confer with Engineer-In-Charge regarding details, pertinent to phases of work, which may affect the work to be performed under the contract and shall be schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and departmental work of the Company.

#### **WORK ON WEEKLY DAY OF REST AND HOLIDAYS:**

- 4.36 Subject to the compliance of legal provisions for carrying out work on weekly day of rest and holidays, the Contractor will approach the Engineer-In-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the society member for the paid holidays declared by the Company from time to time.

#### **OTHER CONDITIONS, OVERTIME ETC:**

- 4.37 The working time at the site of work is 48 hours per week. Overtime work may be permitted in case of need with the prior written approval of Engineer-In-Charge and company will not compensate the same. Shift working comprising of three (3) shifts per day may be necessary and the Contractor should take this aspect into consideration in formulating and quoting his rates. The Company on this account will entertain no extra claim. The contractor shall be responsible for idle wages if payable to his workers.
- 4.38 The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Company will not entertain any claim for idle time payments whatsoever.
- 4.39 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act, 1948, RTPP Act etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

#### **MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:**

- 4.40 The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.
- 4.41 If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be affected/ delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such material to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company whichever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way

affect the time schedule or cause delay in execution of the works. The Contractor shall provide all necessary materials. Equipment and society member etc. for the execution and maintenance of the works until final completion thereof.

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

- 4.42 Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

**INSPECTION OF WORKS:**

- 4.43 The Engineer-In-Charge or his authorized representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-In-Charge/ Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been give to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/ itself.

**CONTRACTORS OFFICE AT SITE:**

- 4.44 The Contractor shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and / or other communications etc. on its behalf from the Company.

**SAFETY, SANITARY & MEDICAL FACILITIES:**

- 4.45 The Contractor and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- 4.46 The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.47 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.48 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.



- 4.49 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with the contractor.

**DAMAGE TO PROPERTY:**

- 4.50 The Contractor shall be responsible for making good at his cost to satisfaction of the Company any loss or any damage to building, structures, equipment, installations, properties etc. belonging to the company or being executed or procured or being procured by the Company or of other agencies within the premises of the Company, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

**RIGHTS OF VARIOUS INTERESTS:**

- 4.51 The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- 4.52 Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc. whatsoever.

**POWER OF ENTRY:**

- 4.53 During execution of Contract, if in the opinion of Engineer-In charge, it is found that:
- i. Contractor has failed to execute the Contract in conformity with contract document or
  - ii. Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or
  - iii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
  - iv. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
  - v. Contractor has abandoned the work; or
  - vi. Contractor during the continuance of the contract has becomes bankrupt,

then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute plant by his agents. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

**COMPANY MAY DO PART OF WORK:**

- 4.54 Upon failure of the Contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc. on such parts of the work, as the company

may decide/ designate or also engage another Contractor to carry out the work at the risk and cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

**POWER TO ORDER SUSPENSION OF WORK:**

- 4.55 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The Contractor without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the contractor if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider to make some adhoc/ advance payment against the work done. The quantum and more of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

**LIENS:**

- 4.56 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Company all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

**RIGHT OF WAY:**

- 4.57 The Company will provide the right of way for the facilities to be constructed under the contract. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.
- 4.58 When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

#### **CHANGE IN CONSTITUTION:**

- 4.59 The Co-operative shall inform the Company before any change is made in the constitution of Contractor or induction or retirement of any of the partners/ directions at the earliest.

#### **COMPLIANCE IN RESPECT OF VARIOUS ACTS:**

- 4.60 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.
- i) The Contract Labour (Abolition & Regulations) Act 1970
  - ii) The Payment of Wages Act, 1936
  - iii) The Contractor Act, 2001
  - iv) The Maternity Benefit Act, 1961
  - v) The Payment of Bonus Act, 1965
  - vi) The Mines Act, 1952
  - vii) The Payment of Workmen's Compensation Act 1923
  - viii) The Minimum Wages Act, 1948
  - ix) The Payment of Gratuity Act, 1972
  - x) Forest Conservation Act, 1980
  - xi) Air & Water Pollution Acts
  - xii) Mines Rules 1955
  - xiii) Metalliferous Mines Regulations 1961
  - xiv) Indian Explosives Act 1984 & Indian Explosives Rules 1940
  - xv) Mines Vocational Training Rules 1966
  - xvi) Mines & Minerals Development & Regulation Act 2015
  - xvii) Mineral Concession Rules 2016
  - xviii) Mineral Conservation & Development Rules 2017
  - xix) Environment Protection Act 1986 and Environment Protection Rules 1986
  - xx) Indian Forest Act 1927
  - xxi) Fatal Accident Act 1985
  - xxii) Motor Vehicles Act, 1988
  - xxiii) Apprentice Act,
  - xxiv) Industrial Dispute Act, 1947
  - xxv) Standing Orders Act, 1946
  - xxvi) RTPP Act, 2012
- 4.61 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his members and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.62 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.

- 4.63 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.
- 4.64 The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The Contractor shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

#### **COMPENSATION AND LIABILITY:**

- 4.65 The contractor at his cost shall affect insurance for all persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance. The contractor shall get insured all his employees under Universal Health Insurance Scheme
- 4.66 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decision of the Engineer-in-Charge.
- 4.67 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

#### **LIABILITY FOR ACCIDENT TO PERSONS:**

- 4.68 Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, M.V. Act, "Mines Act" the following shall also apply to the Contractor.
- 4.69 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

#### **FORCE MAJEURE:**

- 4.70 Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, failure of railways to supply wagons/ boxes at railway siding, non-availability of mineral at mines/ railway siding and other places due to reasons like sand dune/ storms/ other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ partial power failure/interruption shall not be construed as force Majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force Majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

#### **SERVICE OF NOTICE ON CONTRACTOR:**

- 4.83 Any notice hereunder may be served on the Contractor or his/its duty authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his/its authorized agent at the work site ..

#### **SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY & THE EIC:**

- 4.84 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager at Jodhpur and copy to authorized representative.
  - (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.85 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

#### **TERMINATION:**

- 4.86 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor: -

- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
  - (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- 4.87 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.88 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed/used for the work.
  - (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- 4.89 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.90 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

## **APPEALS**

- 4.91 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

**DISPUTE, JURISDICTION:**

- 4.92 The place of the contract shall be Jodhpur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the company shall be final and binding.
- 4.93 No courts other than the courts located at Jodhpur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.94 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

## SECTION-V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 5.1 APPLICABILITY:

These terms and conditions are in addition to the General terms and conditions specified in earlier Sections of this tender document. These special terms and conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

#### 5.2 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Phosphate, Limestone, Gypsum, Selenite and Lignite etc.

#### 5.3 LOCATION AND ACCESSIBILITY OF SITE:

RSMML is having Limestone Mines near village Gotan Distt. Nagaur Rajasthan. Gotan is located around 90 kms. from Jodhpur on Jodhpur-Jaipur (NW Railway) Railway route. It is also well connected by all-weather tar roads from Jodhpur, Jaipur, Ajmer etc. Lease areas are around 10-15 KMs from Gotan except Kerli Block. Key Plan of the Lease hold areas are placed at Plate-1

#### LEASE AREA:

The Company is having two lease hold areas namely (i) Basni lease - 20.84 Sq.km; and. (ii) Gotan - I – 9.23 Sq. km; a total of 30.22 Sq. km. The following mines are under operation at these leases.(Key Plan enclosed)

#### Basni lease - 20.84 Sq.km

- (a) Block-Heera Sawai Limestone Mine-Government Land=250.34 Hect, rest Pvt etc.
- (b) Block-Dhanappa Limestone Mine-Government Land=636.26 Hect, rest Pvt etc

#### Gotan - I – 9.23 Sq. km

- (a) Block-Kerli Limestone Mine- Government Land=46.72 Hect, rest Pvt etc
- (b) Block-Paonee Limestone Mine- Government Land=34.68 Hect, rest Pvt etc
- (c) Block-Ganthiya Limestone Mine - Government Land=13.72 Hect, rest Pvt etc

In order to cater the Security and Surveillance of mineral movement by roads and prevent illegal mining/ transportation of minerals from the lease areas, company intends to monitor the area through CCTV mode. The contractor needs to identify locations and commissioned proper surveillance system as per details in the tender. However, tentative locations for CCTV tower shall be provided by RSMML for reference.

The prospective tenderer is advised to study the tender documents, concerned specifications and other instructions carefully. The tenderer shall inspect the proposed site of work and acquaint themselves with the site conditions, working hours and all relevant items connected with execution of work. The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with full understanding of the implications thereof. The



prospective bidders are also advised to visit Limestone mine areas under Gotan Unit of RSMML for:

- a) Site Survey before bidding
- b) To see the site conditions before quoting the price.
- c) To design the solution as per site requirement.
- d) To understand the site condition and work requirement.

#### **5.4 Pre-Qualification criteria: -**

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

- (1) The annual turnover of tenderer from any business should be at least Rs. 75.00 lac in any of the last 3 financial years or current financial year.
- (2) The Bidder should have minimum experience of similar nature of at least 02 work in in any of the last 3 financial years or current financial year

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

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

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for

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

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

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

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

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

#### **5.5 SCOPE OF WORK:**

The successful Bidder will be responsible for

PART-A:

Supply, installation, testing, commissioning of CCTV Camera along with storage lease line/LAN connection, power (solar) system and other accessories required for working of CCTV Surveillance System at various locations in Limestone mines under Gotan Unit of RSMML in district Nagaur (Rajasthan), India (The location shall be finalized after mutual discussion with RSMML) and

PART-B:

Three Years Comprehensive Annual Maintenance Contract (CAMC) with monitoring & reporting 24x7 at Mines and/or Jodhpur offices of RSMML. For 24x7 monitoring and reporting work at Jodhpur control room, the bidder shall provide qualified manpower for proper communication and reporting to mines site authorities of RSMML. The Bidder will make arrangements for routine, preventive and breakdown maintenance activities under CAMC. Maintain the Internet leased line during contract period. However, the annual charges for Internet leased line after first year, shall be born by RSMML on actual basis.

The Bidder will complete the works in all respects and in doing so, provide/ supply all facilities not covered above, but nevertheless required for the satisfactory performance of complete system. The broad Scope of work will include the followings:

1. The bidder is required to conduct an extensive survey of the site and integrate an action plan into the technical bid. This plan should encompass a preliminary diagram outlining the placement of cameras, SIP speakers, IP phones, solar panels, high mast self-supportive towers, and network rack locations. Additionally, a proposed network diagram must be provided to illustrate the system's functionality. It is mandatory to present and explain the solution to the committee during the technical evaluation phase.
2. **Supply:** The successful bidder will complete the Supply of requisite hardware/software/active and passive components and other items as per tender document and specification mentioned in the tender.
3. **Installation & Commissioning:** Successful bidder will complete the installation, Commissioning and Integration of all equipment and accessories mentioned in tender document as per relevant standards and specification of tender. The successful bidder will submit the layout design of complete solution and will Install & Commission the IP CCTVs (Bullet/PTZ/ANPR) & associated system as per site locations.
4. The Bidder shall be responsible for ensuring the operability, maintainability, and reliability of the complete equipment covered under this specification within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
5. Considering the substantial size of the site area, it is imperative that all towers are interconnected using RF devices. In action plan report, include details about the deployment of RF devices, their routing, and the proposed connectivity using managed network switches.
6. Deployment of mast with proper concrete foundations and must be self-supportive, with high mast lights installed.
7. Supply of Cat6 cables must be outdoor-grade in accordance with the project requirements.
8. Documentation of Project encompassing all details related to RF link and Cat6 cables, network switches, and IP addresses. Additionally, ensure that clear marking is affixed to all network racks to facilitate rapid problem resolution.

9. Incorporate Network Management System (NMS) software. This NMS should have the capability to monitor all cameras, network switches, SIP speakers, and all network devices and it should be configured to send real-time notifications to a mobile app accessible by our designated officers in the event of downtime with IP-based devices.
10. Bidders are required to provide a three-year comprehensive warranty starting from the date of complete installation and commissioning.
11. A CCTV display system with integrated control for monitoring and recording checking will be provided at our mines/Jodhpur office by establishing a secure connectivity between the site and office using Stateful Firewall Device. This will include a 3-year subscription for Intrusion Prevention (IPS), Advanced Threat Protection (ATP), and SD-WAN at both ends for VPN connectivity.
12. The bidder is required to provide a 50Mbps internet leased line at the site, ensuring a 99% uptime. This leased line will serve as a dedicated and high-speed internet connection for the site's operations.
13. During the preventive / corrective / breakdown activities, if any of the CTVs/ equipment / accessories are found faulty or not working then as per CAMC, the same will be replaced by the bidder on free of cost & No extra cost will be paid to the bidder for repair/replacement of the equipment/ spares. During the replacement, if the defective item is identified as obsolete then the item of same or higher specification & compatibility to be replaced by the bidder without any cost. The Resident Engineer of the bidder himself will liaison with OEM/Chanel partners of supplied item under the contract for their repair/replacement etc as per SLA timelines. The bidder shall note that the charges for repair/replacement, transportation/ freight/ octroi & insurance etc, if any from site to OEM works and back to site shall be borne by the bidder. It is obligatory for the bidder to keep the minimum number of routine spares required for preventive maintenance to ensure minimum down time without any additional cost. Three nos camera (Bullet/PTZ) and two nos. switches and related consumables items should be kept as spare at any time, on site, during whole period of contract to replace any faulty camera, immediately, if any.
14. Since this is a turnkey project and the bidder quoting for only one part or partially of the project shall not be considered. The bidder is required to quote for the complete work, though company reserve the right to award the work in full or even cancel the tender.

#### 5.6 SPECIFICATIONS For Part-A Job:

The work shall be executed on turnkey basis, however during supply, installation and commissioning of the project following specifications under respective product name & Make shall be used under the work-

Sr. No.	Product Name with Make	Technical Specification
01.	8 MP IP BULLET CAMERA  (BOSCH / HIKVISION / HONEYWELL)	1/1.8 Progressive Scan CMOS; H.265+/H.265/H.264+/H.264/MJPEG; Powered by Dark fighter technology, Color: 0.003 lux@(F1.6, AGC ON), 0 lux with IR; 25fps(3840 × 2160), 25fps/30fps (3200 × 1800, 2688 × 1520, 1920 × 1080); VCA functions; Face Capture, Perimeter Protection, 4 streams; ROI 5 Fixed Region, 3D DNR; BLC; ICR; EXIR; DC12V;PoE; Built-in micro SD/SDHC/SDXC slot 256GB; Alarm:2/2, Audio:1/1,DC 12V output, ONVIF

		support. <b>Optimized IR upto 90 meter, IP67, Day Night, Metal Bullet Camera.</b>
02.	4 MP PTZ CAMERA  (BOSCH / HIKVISION / HONEYWELL)	1/1.8" Progressive Scan CMOS, Up to 2560 × 1440 resolution, Min. Illumination: Color: 0.001 Lux @(F1.2, AGC ON), B/W: 0.0005 Lux @(F1.2, AGC ON), 0 Lux with IR, 42 × optical zoom, 16 × digital zoom, Focal Length 6.0 mm to 252 mm, Pan Range 360°, Tilt range -20° to 90° (auto flip), 8 patrols, up to 32 presets for each patrol, 3D Positioning, ROI 8 fixed regions, defog, 24 Privacy mask, 140 dB WDR, 3D DNR, EIS, HLC, <b>Smart IR, 24 VAC &amp; PoE 802.3 bt, Up to 400 m IR distance</b> , Alarm 7 Inputs & 2 Outputs, Support H.265+/H.265 video compression, Support Rapid focus, IP67, Support detecting up to 30 faces at the same time. Support detecting, tracking, capturing, grading, selecting of face in motion, and output the best face picture of the face., Support vehicle detection (license plate number, vehicle model, and vehicle color recognition), ONVIF support with IP67 and 6000V Lightning Protection, Surge Protection and Voltage Transient Protection
3	64 CH NVR - 4 SATA  (BOSCH / HIKVISION / HONEYWELL)	Upto 64-ch IP camera inputs H.265+/H.265/H.264+/H.264 video formats, Up to 400 Mbps incoming bandwidth and 400 Mbps outgoing bandwidth, 2 HDMI and 1 VGA interfaces, 8K or dual 4K video outputs, Network Interface 2 RJ-45, 4 SATA interfaces upto 16TB each, Alarm in/out 16/9, Power supply 100 to 240 VAC
4	NETWORK JOY STICK BOSCH / HIKVISION / HONEYWELL)	128x64 LED dot matrix screen, PTZ and TV wall control, 4-axis joystick.
5	16 PORT POE SWITCH-MANAGED  (CISCO / HIKVISION / Dlink)	L2, Smart Managed, 16 Gigabit PoE ports, 2 Gigabit SFP ports, 802.3af/at, PoE power budget 225W, max. 300-meter-long distance PoE transmission, PoE watchdog, VLAN, QoS, SNMP, Port Mirroring, Storm Control, Visualized Topology Management, Network Health Monitor, Real-Time Alarm Push and Video Control and Preview
6	8 PORT POE- SWITCH-MANAGED  (CISCO / HIKVISION / Dlink)	L2, Smart Managed, 8 Gigabit PoE ports, 2 Gigabit SFP ports, 802.3af/at, PoE power budget 110W, max. 300-meter-long distance PoE transmission, PoE watchdog, VLAN, QoS, SNMP, Port Mirroring, Storm Control, Visualized Topology Management, Network Health Monitor, Real-Time Alarm Push and Video Control and Preview
7	55" Display Monitor  (SAMSUNG / HIKVISION /	55-inch 4K Monitor Designed for video security, high reliability and stability / 55" LED backlight with wide display equipment 4K

	PANASONIC)	resolution is 4 times the resolution of 1080p, providing a wider view and more fine detail / Multiple inputs: HDMI, VGA, USB Narrow front bezel Wide view angle: Horizontal 178°, Vertical 178° / 24/7 operation Working Temperature 0°C to 40 °C (32 °F to 104 °F) / Working Humidity 10% to 80% RH (Non-Condensing) / Storage Temperature -20 °C to 60 °C (-4 °F to 140 °F) / Storage Humidity 5% to 90% RH (Non-Condensing)
8	6TB Surveillance Hard Disk (WD / SEAGATE)	Interface SATA 6Gb/s / Cache, MB 128 / Bytes per Sector 4096 / Surveillance Performance / R/V (Rotational Vibration) Sensor Y / Drive Bays Supported 8+ Cameras Supported Up to 64 / Max Sustained Data Rate, OD Read (MB/s) 180 / 3-Year Option With +Rescue Model Y / Voltage Tolerance, Including Noise (5V) ±5% / Voltage Tolerance, Including Noise (12V) ±10% / Temperature Operating (ambient, min °C) Operating (drive case, max °C) Nonoperating (ambient, min °C) Nonoperating (ambient, max °C) 5,60.-40,70 , Load/Unload Cycles 300,000
9	27 U Floor Standing RACK (PRESIDENT / RITTAL / DYNAMIC)	27U FLOOR STANDING RACKS Usable Height: 27 U Actual Width / Usable Width: 600 mm / 19" Actual Depth / Usable Depth: 600 mm / 350 mm Door: Rear steel door fitted on hinges with locking arrangement and having opening at >140 degree. Front: Glass Door fitted on hinges with locking arrangement Material Used for Fabrication: CRCA steel sheet Bend Test (3 times) 45 Thickness of Material: 1.2 mm for Racks, 2mm for Vertical equipment angles Powder Coating: Coat Thickness =80-90 Microns Coating Shade-Cabinet=Light Grey Steel Door/Glass trims=Light Grey/Dark Grey Other Features: Fixed Side Panel - 02 Nos Top & Bottom cable entry provision at rear Castors for easy movement - 01 set (2 with brakes and 02 without brakes) 19" wide adjustable mounting rails utilizing full width Optional/Additional Accessories Fan with Lead- 02 Nos, LED light with Door Limit Switch (1 NO + 1 NC) = 2 Standards Rack conforms to DIN 41494 & IEC 297

		standard
10	Pole Mountable Rack  (PRESIDENT / RITTAL / DYNAMIC)	Application Class: Class A (Safety Class II) Glass: High Transmission Low Iron Tempered Solar Glass Cells: Poly Crystalline Solar Cells/Mono Perc Solar Cells Cell Encapsulate: Ethylene Vinyl Acetate (EVA) - FC/UFC Back sheet: Composite Film - White Frame: Silver Anodized Aluminum Frame with Twin Wall Profile Mechanical Load Test: Sustain Heavy Wind & Snow Loads (2400 Pa & 5400 Pa or 550 Kg/m2)
11	8 Port Gigabit POE Switch with Passive and Active POE support  (CISCO / MIKROTIK / HIKVISION)	8 X 802.3af/at & Passive POE Ports / 56 GIGABIT SWITCHING CAPACITY / 2X 10 GIGABIT SFP+ PORTS / CAN BE CONFIGURED FROM WEB BROWSER / PORT-TO-PORT FORWARDING / MAC FILTERING & VLANS / TRAFFIC MIRRORING
12	5 GHz 120 degree 15 dBi dual polarization sector Integrated antenna  (RAD / MIKROTIK / CAMBIUM)	Built-in 5 GHz 802.11ac, dual-chain / Specific frequency range can be limited by country regulations / 15 dBi Antenna Gain / 5.17 - 5.825 GHz Frequency range / Vertical and horizontal Polarization/ high speed 720 MHz CPU and has a built in 802.11 ac/a/n wireless device with up to 31 dBm output power
13	Outdoor RF device with an integrated 25dBi antenna  (RAD / MIKROTIK / CAMBIUM)	GHz dual chain board integrated into 25 dBi dish antenna with 8-degree beam width / 720 Mhz CPU 300 MHz DDR2 / one Gigabit Ethernet port / 4920 - 6100 MHz Frequency range (Operating range limited by Country Regulations)
14	03KVA Online UPS with batteries  (LUNINOUS / APC / NUMERIC)  (EXIDE / QUANTA)	3KVA Output Capacity / 0.8 Output Power Factor /one Phase Input and one phase output / 220V Output Voltage / 88% efficiency at full load / <3% output voltage distortion / 50/60Hz +/- 3Hz output frequency / Sine wave output waveform / 72V DC Battery DC bus / 100Ah / 12V SMF external batteries with its connecting links & stand
15	A 15-meter-high mast self-supportive tower with a concrete foundation with high mast light for indication	The mast shall have a total height of 15 meters / The base diameter of the mast shall be designed according to wind load calculations and stability requirements. / The mast shall be constructed using corrosion-resistant material such as galvanized steel, aluminum, or equivalent, to ensure durability and longevity / The mast shall be mounted on a foundation

		designed to meet load requirements and accommodate soil conditions. / The mast shall be self-supporting Reinforced concrete foundation / The mast shall be equipped with a lightning protection system, including lightning rods and surge protectors/arrestor, to mitigate the risk of damage from lightning strikes. / The mast shall be coated with weather-resistant paint or finish to prevent corrosion and withstand environmental elements. / The mast shall be equipped with a reliable air traffic indication lighting system in compliance with aviation safety regulations/ All wiring must be hidden, through tubes/pipes. No wires shall be visible from outside
16	Stateful Firewall Device, for VPN connectivity with 3years subscription of Intrusion Prevention (IPS), Advanced Threat Protection (ATP), SD-WAN  (FORTINET / SONICWALL / SOPHOS)	Dual core architecture and dedicated network process unit for better performance / 1xGE SFP 8xGE RJ45 / Minimum 60GB SSD / Firewall Throughput: 7.7 Gbps or Above / VPN Throughput: 4.3 Gbps or Above / SSL Inspection Throughput: 0.6 Gbps or Above / Capable to do stateful inspection of packet passing through firewall/ Capable to configure firewall policy based upon network, protocol, users, group. / SDWAN feature must have source, destination, service, application and user's base policy creation capability. Also, should be able to load balance or load share traffic across multiple gateways on the basis of SLA parameters. And same should be demonstrated by OEM/Vender in post bid POC if requested.
17	Horn IP SIP speaker  (MATRIX / GRANDSTREAM / TONMIND)	Network Protocol supported: SIP, ONVIF, HTTP, IPv4, DHCP, RTSP, RTP, RTCP, TCP, UDP, ARP, FTP, TFTP, NFS, NTP, 2 SIP Accounts, SIP Direct IP Call, RTP Multicast, Built-in 30W Amplifier, Security: Password protection, IP address filtering, Digest authentication, User access log, firewall
18	IP PBX  (MATRIX / GRANDSTREAM / TONMIND)	250 IP Extensions, Concurrent calls (G.711): 50 Max concurrent SRTP calls (G.711): 50, Three self-adaptive Gigabit ports (switched, routed or dual mode) with PoE+, Voice codecs Opus, G.711 A-law/U-law, G.722, G722.1 G722.1C, G.723.1 5.3K/6.3K, G.726-32, G.729A/B, iLBC, GSM; T.38
19	IP Phone  (MATRIX / GRANDSTREAM / TONMIND)	Protocol Supported: SIP RFC3261, TCP/IP/UDP, RTP/RTCP, RTCP-XR, HTTP/HTTPS, ARP, ICMP, DNS (A record, SRV, NAPTR), DHCP, PPPoE, SSH, TFTP,

		NTP, STUN, SIMPLE, LLDP, LDAP, TR- 069, SNMP, 802.1x, TLS, SRTP, IPv6, Dual switched auto-negotiation 10/100 Mbps Ethernet ports, integrated PoE
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### 5.7 INSTALLATION & COMMISSIONING OF CCTV CAMERA AND CIVIL CONSTRUCTION WORK:

The tenderer will be responsible for installation & commissioning including civil construction work of the equipment at site. The supplier shall depute qualified and competent technical & other staff to supervise, install and commission the equipment free of cost for suitable man days and for test day running as well as training in operation and maintenance of the equipment at site.

### 5.8 INDIAN / INTERNATIONAL STANDARD:

The offered specification by the tenderer should be based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to international standards. All electric installations, equipment shall have to conform to Indian Electricity Rules 1967 and as amended from time to time. The equipment covered by specification shall, unless otherwise specified be build to conform to the requirements of relevant standards issued by any of the following and the tenderer should specifically mention in each case the applicability of the relevant latest standard.

1. Bureau of Indian Standard's Standard Codes and specifications wherever applicable. (ISI)
2. Indian Electricity Rule 1956, wherever applicable.
3. British Standard Specification, relevant Code and British Electrical Standard Association.
4. American Society of Mechanical Engineer's Power Test Codes.
5. American Society of Materials Testing Codes.
6. American Standards Association/ USA Standards Institute and Edison Electric Institute
7. Standard of Hydraulic Institute, USA
8. Heat Exchanger Manufacturer's Association, Standards, USA
9. Bleeder Heater Manufacturer's Association, Standards, USA.
10. Appropriate national Standard Specification of the country of manufacture on approval by the purchaser.
11. Indian Boiler Regulation Act.
12. Indian Electricity Act. 1910.

### 5.9 PATENTS:

Tenders shall warrant that all equipment or material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

### 5.10 QUANTITY:

The details of quantity of material are as under: -

Sr. No.	Description	Qty.
01.	Bullet IP Cameras 8MP	20



02.	4 MP 42× Network IR Speed Dome PTZ Camera	16
03.	64 Channel NVR	02
04.	NETWORK JOY STICK	02
05.	16 PORT POE SWITCH- MANAGED	02
06.	08 PORT POE SWITCH- MANAGED	16
07.	55" Display Monitor	01
08.	6TB Surveillance Hard Disk	08
09.	27 U RACK Floor Standing	01
10.	Pole Mountable Rack	14
11.	8Port Gigabit POE Switch with Passive and Active POE support	02
12.	5GHz 120degree 15dBi dual polarization sector Integrated antenna	04
13.	Outdoor RF device with an integrated 25dBi antenna	14
14.	03KVA Online UPS with batteries, links & stand	01
15.	A 15-meter-high mast self-supportive tower with a concrete foundation with high mast light for indication	15
16.	Stateful Firewall Device, for VPN connectivity with 3years subscription of Intrusion Prevention (IPS), Advanced Threat Protection (ATP), SD-WAN	02
17.	Horn IP SIP speaker	15
18.	IP PBX	01
19.	IP Phone	02
20.	Solar panel system with the required batteries for at least 36hours backup	14
21.	Outdoor CAT6 Cable roll 305Meters 23AWG	14
22.	50Mbps Internet leased line 1:1 at site Office with 99% uptime SLA (Per year price)	01
23.	06Socket 16Amp Rack Mountable PDU with MCB	16
24.	Four Fan Modules for Floor Standing Racks	02
25.	Fan for Pole Mountable Racks	14
26.	Project Management, Installation, Configuration & Documentation Charges	01

### 5.11 GUARANTEE/ WARRANTY:

The warranty and Comprehensive Annual Maintenance is required for the three years for complete material installed. The warranty and Comprehensive Annual Maintenance should begin after successful handover. The tenderer shall warrant that the equipment supplied under the contract/order is new, unused, of current design not likely to be discontinued or become obsolete till the life of the offered equipment and shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade. During the warranty period, the contractor shall attend to service break calls received within the stipulated time period. In case of the firm failing to do so, the damages/defects (if any) be got rectified by RSMML and the claim may be adjusted from the firm's pending dues. Alternatively, the RSMML may dispose off the damaged / defective material and set off the sale proceeds in respect of its claim against the supplier. During this period if equipment, which has been attended by the contractor, is found to be defective, the same will have to be attended again without any additional charges. In case, the contractor fails to respond

within a reasonable time, the job will be got done from any other agency and entire expenditure thus incurred will be debited to the contractor

The equipment will be consistent with the established recognized or stipulated standard for materials of the type ordered and in full conformity with the specifications, drawings or samples if any.

#### **5.12 PERIOD OF CONTRACT:**

- i. The period of contract shall be
  - 1) For Part-A: **45 (forty-five) days** from the date of issuance of letter of Acceptance by the Company.
  - 2) For Part-B: **3 (Three) years** form the date of Handing over the CCTV system in all respect to RSMML. The company may extend the period of contract at its sole discretion as per provisions of RTPP Act, 2012.
- ii. However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever

#### **5.13 CRITERIA FOR DECIDING LOWEST TENDERER:**

The work as a whole will be allotted in a single part to the bidder who is overall lowest for total Job under the tender i.e. lowest sum of the Part-A & B Job. The overall lowest quoted rate offered in proforma of price bid FORM 5 shall only be the criteria for deciding lowest tenderer.

#### **5.14 NEGOTIATION:**

- i. Negotiations if required will be conducted first with the lowest tenderer. 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 first.
- ii. In case, when the quotations given by the tenderer during negotiations are 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 for deviations, exception and rates offered by them

#### **5.15 ASSIGNMENT/ SUBLETTING:**

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

#### 5.16 DETAILS TO BE FURNISHED AT THE TIME OF COMENCEMENT OF WORK:

Following details required to be furnished by the successful tenderer to the Engineer-in-Charge before the commencement of work:

- I Details of the personnel who will be engaged for execution of the work.
- II List of equipment/parts etc. along with its technical specification with make of the product proposed to be deployed at site for the execution of the work.
- III Contractor shall have to ensure that, their employees should undergo initial medical examination & vocational training as per Mines Vocational Training Rules 1966.

#### 5.17 COMMENCEMENT OF WORK:

The Contractor has to commence the work within a period of **Fifteen (15) days from the date of issuance of work order/Detailed Letter of Acceptance.**

#### 5.18 COMPENSATION:

##### a) FOR DELAY IN COMMENCEMENT:

In case of delay in commencing the work, the compensation @ 0.5% of the annual contract value of Part-A Job on weekly basis will be recovered. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and forfeit the earnest money deposit (EMD) & /or security deposit (SD) in case the compensation reaches beyond 2%.

##### b) COMPENSATION ON UNSATISFACTORY PERFORMANCE or DELAY IN COMPLETION OF WORK.:

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed.

##### For Part-A

If the bidder is failed to complete the project within 45 days from the date of award of work, a penalty shall be imposed @ 1% (one percent) of the contract value (Part-A) per week or part thereof subject to the maximum of 10% of the total contract value of Part-A.

##### For Part-B

The comprehensive maintenance is required for three ((3) years which includes onsite warrantee as well as comprehensive maintenance of the complete system. The scope also comprises the deployment of manpower for 24X7 monitoring and reporting work at Jodhpur office. In case of odd hour's failures and emergencies even holidays and Sunday, normal service is to be rendered by the Bidder. In case the bidder fails to rectify the fault in allowable time, the penalty would be imposed as per following manner: -

Type of Fault	Maximum Allowable Time to Repair	Penalty beyond allowable time.
Faults requiring no Spare Replacement	2 Working days	Rs.1000/- per day
Faults requiring Spare Replacement	7 Working days	Rs.2000 per day
The maximum penalty which can be levied on CAMC (Part-B) value is 10%		

Note:

1. It may be noted that over and above the penalty, during the downtime all the responsibilities will lie on the Bidder for any security issues happened due to system down.
2. Contract value means basic value of the contract exclusive of taxes and duties, if charged separately
3. If bidder fails to provide the suitable substitute of the manpower, Rs.1000/- per shift/day Plus an amount equal to the one-day emoluments be deducted over and above the penalty during non-availability of manpower.

#### **5.19 FOR UNSATISFACTORY PERFORMANCE:**

The compensation so paid/and/or adjusted by the company from SD shall not relieve the contractor from his/ its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

#### **5.20 RIGHT TO REVIEW PERFORMANCE:**

- i. 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 right and discretion may take appropriate action including termination of the contract.
- ii. The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.

#### **5.21 RISK & COST:**

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

#### **5.22 RATES:**

The agreed rates shall be on the 'firm and fix price' basis during pendency of the contract and the Contractor shall not eligible for any escalation.

For Part-B Job, only 10% escalation of the total initial bid value for Part-B and accepted by RSMML shall be applicable.

#### **5.23 CONTRACTOR'S REMUNERATION:**

For PART A of Tender

Payment of 50% of the Part-A will be released on delivery of total material as per specifications & make within 30 days of submission of invoices and requisite documents, on pro rata basis after receipt acknowledgement/ note of goods received

by consignee i.e. RSMML. Further, Payment of 50% of the Part-A be released within 30 days of submission of invoices and requisite documents after successful commissioning and handing over of the system. The payment will be made through RTGS/ NEFT from RSMML, Jodhpur office. All the Bills shall be submitted in triplicate to EIC under the contract for verification and thereafter forwarding to SBU Jodhpur for payment.

#### For PART B of Tender

After satisfactory completion of the jobs, the payment will be made on quarterly basis for three years for Comprehensive Annual Maintenance Contract (CAMC) & Reporting/Monitoring work, after deducting 5% additional security deposit and other statutory deductions. The payment will be made within 30 days on submission of invoice and requisite supporting documents. The payment will be made through RTGS/ NEFT from RSMML, Jodhpur office. The income tax, GST TDS and other applicable taxes will be deducted at the source. Proof of having paid the employers contribution to EPFO/ESIC/Minimum wage proof in Rajasthan in respect of skilled manpower deployed in RSMML for AMC for the quarter for which the bill is submitted for payment. Payment for any quarter shall be made only after receiving the above proof. The Bidder shall have the registration with EPFO and ESIC. The EPF and ESI contribution on the part of employer in respect of this contract will be paid by the contractor. All the Bills shall be submitted in triplicate to EIC under the contract for verification and thereafter forwarding to SBU Jodhpur for payment.

### **5.24 APPLICATION FOR COMPLETION CERTIFICATE:**

- 5.23.1 When the Contractor fulfils all his / its obligations under the contract to the satisfaction of Engineer In-charge and subject to terms & conditions of the contract he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document/ information etc. as required by the Engineer In-charge for his satisfaction, are required to be submitted to the Engineer In-charge.
- (i) Details of quantum of work completed by the contractor.
  - (ii) Three sets of calculation sheets (back up papers) thereof.
  - (iii) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
  - (iv) Notary attested No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
  - (v) Notarized Indemnification Bond on Rs. 500/- on non-Judicial stamp paper.
- 5.23.2 The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company and the DGMS or other statutory authority from time to time.
- 5.23.3 The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him/it under the contract. The final bill shall be submitted by the contractor within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

**5.25 FINAL CERTIFICATE:**

Upon expiry of the period of liability and subject to the Engineer-In-Charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager of SBU&PC-Limestone shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Group General Manager SBU&PC-Limestone.

**5.26 FINAL PAYMENT AND RELEASE:**

On completion of the work and issuance of completion certificate, the contractor shall submit his / its final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and due to the company on any account and such further sums as the company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contractor as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final Certificate.

No claim shall be made or be filed by the contractor and the company shall not be liable to pay any money to the contractor, except as specially provided for in the contract. Acceptance by the contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the contractor or the Engineer-in-charge or any other person relating to or effecting the work.

Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/ it within one month.

**5.27 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

Signature of tenderer  
With seal

Dated-----

Place-----

e-Tender No.:- RSM/SBU&PC-LS/GGM(LS)/CONT-12/2023-24 Dated:01.03.2024

**GENERAL INFORMATION ABOUT THE TENDERER**

Name & address of the tenderer with telephone No., FAX, E-mail nos. etc.	
Name of the authorized contact person	
Whether OEM company/ authorized dealer of OEM (MAF certified)	
Date of incorporation (enclosed partnership deed/certificate of incorporation)	
Name of Partners/Directors	
PAN no.	
Goods and Service tax Reg. no.	
MSMED Act. Registration no., if any.	
Turnover in Rupees (indicate the figures of last 3 financial years including current FY)	2023-24: 2022-23: 2021-22: 2020-21;
Name & address of the banker	
If the tenderer is in any other business, please specify.	
Details of Service Centre at Jodhpur/Rajasthan	
Any other relevant information.	

Signature of tenderer with official stamp

Date:

Place

**RAJASTHAN STATE MINES AND MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

**EXCEPTIONS AND DEVIATION**

e-tender No. :- RSMM/SBU&PC-LS/GGM(LS)/CONT-12/2023-24 Dated:01.03.2024

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 document	Subject	Deviation

Signature of tenderer/(s)  
with seal



**FORM-3**

e-tender No. :- RSMM/SBU&PC-LS/GGM(LS)/CONT-12/2023-24 Dated:01.03.2024

**Details of past experience**

{To be submitted with Part-1 of the offer (Techno- commercial part)}

**List of order(s) executed in last preceding 3 FY and current FY**

S. No.	Name & Address of the Party/Consignee	Order No. & Date	Brief Description of the work	Approximate value of the work
01				
02				
03				
04				
05				
06				
07				

Note: Essentially enclose copies of Purchase Orders / LOI/WO and / or Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

## Bank Details of Tender for RTGS/NEFT

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

**Signature of Contractor with  
address.**

**Performa of "PRICE-BID"**

**To be submitted strictly online in the prescribed format provided at <https://eproc.rajasthan.gov.in> else tender will liable to be rejected.**

e-Tender No. RSMML/CO/GGM (Cont.)/Cont-12/2023-24, Dated 01.03.2023

**PROFORMA FOR 'PRICE BID' BOQ (for reference)**

Particulars	Rate (Rs.)
<u>Part-A:</u> Supply, installation, testing, commissioning of CCTV Camera along with storage lease line/LAN connection, power (solar) system and other accessories required for working of CCTV Surveillance System at various locations in Limestone mines under Gotan Unit of RSMML in district Nagaur (Rajasthan), India and	In Figure----- In W <div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 150px; margin: 20px auto; text-align: center; padding: 10px;">             Rates to be quoted in the online format available at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> </div>
<u>Part-B:</u> three Years Comprehensive Annual Maintenance Contract (CAMC) with monitoring & reporting 24x7 at Mines and/or Jodhpur offices of RSMML	Rates to be quoted on annual basis for first year only thereafter 10% escalation is admissible as per tender clause no. 5.22 and submit in the online format available at <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>

**NOTE:**

- The rate quoted will remain firm & fixed and inclusive of all taxes, duties, levies etc. but exclusive of GST.

Dated: -----

Place: -----

**Signature of tenderer/s  
with seal**

**ANNEXURE-I**

**UNDERTAKING**

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

**Ref. No:-** e-Tender No. RSMM/SBU&PC-LS/GGM(LS)/CONT-12/2023-24 Dated 01.03.2024

Name of Tenderer .....

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

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

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

Place:

Date:

**Note: Original Notarized affidavit shall be sent to the office of GGM (LS), RSMML, O8 West Patel Nagar, Circuit house Road, Jodhpur – Raj -342001 along with Tender fees, processing fees and bid security.**

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

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... For procurement of.....

..... in response to their Notice Inviting Bids No. .... Dated ..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date  
Place

Signature of bidder  
Name:  
Designation:  
Address:

The designation and address of the First Appellate Authority is –  
Principal Secretary to the Government of Rajasthan,  
Department of Mines & Petroleum,  
Secretariat,  
Jaipur

The designation and address of the Second Appellate Authority is –  
Principal Secretary to the Government of Rajasthan,  
Department of Finance,  
Secretariat,  
Jaipur

**(1) Filing an appeal**

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

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

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

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

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

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

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

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

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

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



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

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

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

Appellant's Signature

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

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

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

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

Key plan of the Mining lease Area: -

