



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

e-TENDER DOCUMENT

FOR
“**Operation of pumps at Ground Level Water Reservoir (GLR) for
Drinking water supply in Jhamarkotra Mines, Udaipur**”

e-Tender No. RSMML/Phos/Engg(C)/Cont-01/2020-21 Dated 10.06.2020

Issued by:-
DM (Civil), Jhamarkotra Mines, RSMML

Cost of Non Transferable Tender Document (including GST): Rs 1180/-

Date of Downloading of Tender: From 11.06.2020 to 06.07.2020 up to 6:00 PM

Last Date of Submission of Online Tender: 06.07.2020 up to 6:00 PM

Date of Opening of Techno-Commercial Bid (Part I): 08.07.2020 at 3:30 PM

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur –
313 001
Phone : 0294-2428763-67,
fax 0294-2428768,2428739

SBU & PC - Rock Phosphate:

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office, 4 – Meera Marg, UDAIPUR – 313004

Phone : 2427177, 2428794, 2428763-67 Fax: (0294) 2428739, 2428770,

Email id: contractsco.rsmml@rajasthan.gov.in

e-Tender No. RSMML/Phos/Engg(C)/Cont-01/2020-21

Dated : 10.06.2020

DETAILED e-NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through www.eproc.rajasthan.gov.in:-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Operation of pumps at Ground Level Water Reservoir (GLR) for drinking water supply in Jhamarkotra Mines, Udaipur	7.02 Lakh	12 months	14,040/-
Cost of tender document is Rs. 1180/- inclusive of GST, payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of tender documents	From 11.06.2020 to 06.07.2020 up to 6:00 pm		
Last Date & Time of online Submission of offer	06.07.2020 up to 6:00 pm		
Date of opening of Techno Commercial offer	08.07.2020 at 3:30 pm at C. O. Udaipur		

Pre-qualification criteria:-

- The tenderer should have minimum turnover of Rs 4.21 Lakh in any one of the immediate three preceding financial year i.e. 2016-17, 2017-18 & 2018-19.
- The tenderer should have experience of executing successfully at least one work of similar nature (i.e. operation and maintenance of pumps) with minimum contract value of Rs.2.81 Lakh in any one of the immediate three preceding financial year i.e. 2016-17, 2017-18 & 2018-19.

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

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

The bidders/ tenderers who have been banned/ suspended by the company may not be able to participate during the banning / suspension period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other modes other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

Dy.Manager (Civil)

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.

Dy. Manager (Civil)

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SECTION - I

DEFINITIONS

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

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

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

SECTION - II

INSTRUCTIONS FOR PREPARATION & SUBMISSION OF E-TENDER AND GENERAL CONDITIONS OF E-TENDER

2.1 SUBMISSION OF OFFERS

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

2.2 TENDER PROCEDURE

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

- 2.2.5 The 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.
- 2.2.6 The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- 2.2.7 The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

2.3 TENDER DOCUMENT FEE

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

2.4 E-TENDERING PROCESSING CHARGES

- 2.4.1 For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of SM (F&A), Marketing Department, -Meera Marg, Udaipur, Rajasthan-313001 before the date and time of opening of the Tender.
- 2.4.2 The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- 2.4.3 At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 2.4.4 Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

2.5 TECHNO COMMERCIAL OFFER:-

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

- (a) Form 'A' with General information about the tenderer
- (b) Duly filled Form 'B'.
- (c) PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure E.
- (d) Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account in support of turnover.
- (e) Attested copy of work order/LOA against desired work experience as per PQC along with satisfactory work completion certificate.
- (f) Power of Attorney in favour of the authorized representative signing the tender documents.

- (g) Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- (h) Copy of PAN & GST registration Number.
- (i) Undertaking as per annexure- E & F & declaration as per Form C and Annexure B of tender document.

2.6 PRICE OFFER in BOQ form

The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST . The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

2.7 VALIDITY OF OFFERS

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

2.8 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

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

- v.) If the tenderer does not commenced the work within the stipulate period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

2.9 SECURITY DEPOSIT

- 2.9.1 The total security deposit for the work shall be 10% of the accepted contract value. The successful tenderer shall furnish a Security Deposit @ 10% of the accepted total value of the contract through Demand Draft/Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of Letter of Acceptance. The Bank Guarantee shall be provided only in the approved format of the company from a PSU (Except SBI/ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25 % of BG value subject to a 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 period and/or extended, if so, plus a grace period of Six months.
- 2.9.2 The entire Security Deposit shall be refunded after six months of the completion of contract, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- 2.9.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company.
- 2.9.4 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- 2.9.5 No interest is payable on S.D. amount.

2.10 NEGOTIATIONS:-

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

2.11 AWARD OF THE CONTRACT:

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

2.12 INTERFERENCE WITH PROCUREMENT PROCESS:

In case the bidder

5. Withdraws from the procurement process after opening of financial bids;
6. Withdraws from the procurement process after being declared the successful bidder;
7. Fails to enter procurement contract after being declared the successful bidder;
8. Fails to provide performance security or any other document or security required in terms of the bid documents after being declared the successful bidder, without valid ground;

shall, in addition to the recourse available in the bidding documents or the contract be punished with fine under RTPP Act which may extend to fifty lac rupees or ten percent of the assessed value of contract, whichever is less.

2.12 RATES & TAX DEDUCTION AT SOURCE:-

- 2.12.1 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).
- 2.12.2 The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation(except as mentioned in the tender document) in rates on whatsoever ground.
- 2.12.3 Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 2.12.4 In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 2.12.5 RSMML will reimburse / withdraw at actual any tax / duties which are imposed or increased / reduced after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- 2.12.6 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

2.13 RIGHTS OF COMPANY

The Company reserves the right -

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

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

2.14 RIGHT TO REVIEW PERFORMANCE.

- 2.14.1 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract & forfeiture of security deposit.
- 2.14.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

2.15 TERMINATION OF THE CONTRACT

- 2.15.1 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 2.15.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 2.15.3 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

2.16 PROVIDENT FUND

1. The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
2. The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
3. The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF

Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure-e) for this purpose will be required to be furnished on a stamp paper of appropriate value.

- (a) However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

2.17 LEGAL & STATUTORY OBLIGATIONS:

- 2.17.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 2.17.2 The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMM.
- 2.17.3 The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them & under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act, RTPP Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 2.17.4 The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- 2.17.5 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- 2.17.6 The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month. Payment to the labours/workmen is to be paid through Bank Account only. Proof of payment to the labours through bank account should be submitted with all RA bills & final bill.
- 2.17.7 The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.

- 2.17.8 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 2.17.9 The contractor shall have to obtain and produce the licence as applicable before starting the work.
- 2.17.10 The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- 2.17.11 The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- 2.17.12 All the provision of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

2.18 OTHER RESPONSIBILITIES OF CONTRACTOR

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

2.19 CRITERIA FOR DECIDING L-1 BIDDER

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

2.20 COMPENSATION

- i) In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre determined and agreed compensation @ 0.5% of the total contract value plus applicable GST on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation on this ground exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.
- ii) In case GLR is flooded due to reasons attributable to contractor or due to his negligence, penalty of Rs.1000.00 plus applicable GST on it for each time the pump house is flooded, shall be imposed on the contractor.

- iii) In case it is found that the pumps are running dry due to inadequate amount of water in GLR and penalty of Rs.1000.00 plus applicable GST on it for each time the pump house is flooded, shall be imposed on the contractor.
- iv) In case the damage is caused to the pumps/ valves/ motors or any other installation due to wrong operation or negligence of operator or the contractor, the cost of repairs/ damage has to be borne by the contractor.
- v) Operation of pumps is deemed to be on 24 x 7 bases. Therefore, presence of pump operator at GLR is expected. If, at the time of any surprise visit it is found that no operator is present at the GLR a penalty of Rs.1000.00 plus applicable GST per incident shall be imposed on the contractor.
- vi) Penalties mentioned above are independent and may be imposed in combination.
- vii) RSMML will recover the amount of penalty from respective monthly bills of the contractor.
- viii) Overall penalty amount is subject to maximum 10% of contract value. In the event, the gross compensation exceeds 10% of total contract value, then other provision including forfeiture of SD, Risk & Cost and black listing of contractor shall apply at sole discretion of Company.
- ix) The decision of Company on any request and ground for waiver of compensation will be final and binding on the contractor in this regard.

2.21 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 fulfilment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

2.22 APPEALS:

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

2.23 DISPUTE & JURISDICTION

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

2.24 UNDERTAKING:

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

For & behalf of the tenderer as token of acceptance of tender.
Signature of tenderer with name& address.

SECTION III

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

3.1 BRIEF DESCRIPTION

GLR stands for Ground level Water Reservoir. It is an RCC circular tank of 10 Lakh litre capacity. At GLR we are having a pumping station from where drinking water is being supplied in entire Jhamarkotra Mines, IBP and both the residential colonies, nearby villages etc. Therefore, this GLR is one and only centralized drinking water supply pumping station at Jhamarkotra Mines.

At GLR, we receive potable water from mine through dewatering tubewells. For distribution of this collected water, we are having 3 pumps (Kirloskar Make DSM Pumps, Discharge-52 lps at Head of 100m) and of 90kW each.

Objective of this contract is to assure consistent and regular water supply from this GLR by engaging pump operators (semi skilled labour) for running of these pumps on 24 x 7 bases.

3.2 SCOPE OF WORK

3.2.1 The following works are to be carried out on regular basis:

- (i) Operation of all pumps on regular basis in all the three shifts. It also includes operation of control valves etc. required for diverting the pumped water in distinct areas of mines as per directions of Civil Engineering Department.
- (ii) Operator on duty must be equipped with mobile and it shall be the duty of operator to promptly report to Civil Engineering Department in case of any unusual event like stoppage of incoming water from mines, electrical fault/failure, defects in pumps, defect in valves etc.
- (iii) Routine maintenance of pumps and valves at GLR like greasing, tightening and replacing of gland packing, tightening of loose nut, bolts etc. Tools required for such maintenance must be arranged by the contractor and material like grease, glands etc. shall be provided by RSMML as per requirement of operator.
- (iv) Security, ward and watch of equipment, machinery installed at GLR including existing setup of operators room located at top of tank.
- (v) Regular watch over area near GLR and to ensure no entry of animal near GLR.
- (vi) To keep the pumping area, operators room and surroundings clean and clear of wild vegetation by regular cleaning and cutting nearby bushes etc.

3.2.2 Special Conditions of work:

- (i) To maintain record like pumping hours, water level of GLR & Raw Water Reservoir and condition of pumps etc. in each shift on log book neatly (format of log book shall be provided by EIC) and to submit the same to EIC on daily bases.
- (ii) Shift Schedule for next month mentioning name of operator, mobile number, and shift should be made available to EIC well in advance. Preferably before 27th of each month.
- (iii) The contractor shall have to make his own arrangements of transportation, communication, shelter, food, drinking water etc. required for normal working at GLR for the person engaged by them.

3.3 PERIOD OF CONTRACT

Contract period shall be **1 year** from the date of issue of Letter of acceptance (LOA) /detailed letter of acceptance (DLOA).

3.4 PRE –QUALIFYING CRITERIA:-

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

1. The tenderer should have minimum turnover of Rs 4.21 Lakh in any one of the immediate preceding three financial years i.e. 2015-16, 2016- 17, 2017-18 & 2018-19 in tenderers name.
2. The tenderer should have experience of executing successfully at least one work of similar nature (i.e. operation and maintenance of pumps) with minimum contract value of Rs.2.81 Lakh in any one of the immediate three preceding financial year i.e. 2016-17, 2017-18 & 2018-19.

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

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

The bidders/ tenderers who have been banned/ suspended by the company may not be able to participate during the banning / suspension period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other moder other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

3.5 SPECIAL CONDITIONS OF CONTRACT

3.5.1 Powers to determine the Contract

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

- (i) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle to or for make winding up order.
- (ii) If the contractor commits breach of any of the terms and conditions of the contract.
- (iii) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMML shall have powers:-
 - (a) To determine and/or rescind the contract as aforesaid (*of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.

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

3.5.2 Time Extension

If required, contract period may be extended after seeking approval from competent authority and getting consent from contractor for continuing this work on same rate, terms and conditions.

3.5.3 Payment of Bills

For payment purposes the contractor shall submit the bill on monthly basis to receive its remuneration from the RSMML to the Engineer-In-Charge. The duly verified bills shall be processed by the Engineer-In-Charge for its payment. The monthly rate of remuneration as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.”

The Contractor, in general, is entitled to receive monthly payment within a period of fifteen (15) days from its submission to the Engineer-In-Charge. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

3.5.4 Inspection & Supervision

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

3.5.5 Damage to Company's property

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

3.5.6 Quoted Rates to be all inclusive

The contractor shall supply at his cost all materials (except such special material, if any as may be in accordance with the contract be supplied from, the Engineer-in-charge's stores) plants, tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements or the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charges the requisite number of persons with the means that the materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time for the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit, but delay on this account, if any, will not be reckoned by the company. The contractor shall also provide all necessary fencing and lights required to protect the public accident and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay the damages and costs which may be awarded in any such suit action proceeding to any such person or persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

3.5.7 Subletting of Contract

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

3.5.8 Progress to accommodate working of other contractors

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

3.5.9 Employees of the contractor

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

3.5.10 Recovery of claim against the contractor

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

3.5.11 Technical Examination & Audit

The Company shall have right to close an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment to the final bill and if as a result of such Audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been

executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner prescribed elsewhere in the tender or in any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

Signature of the tenderer

Witness:

Address:

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD.

(A Government of Rajasthan Enterprise)

UDAIPUR

General Information about the Tenderer

Name and address of Tenderer			
Name of Contact Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	2016-17	2017-18	2018-19
Name & Address s of Banker(s)			
PAN No.			
GST Registration No.			
PF Account number			
If tenderer is in any other business also Please specify			
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006) Act along with copy of certificate. (If Yes; Please mention registration no. & enclose certificate copy)			
Others (specify)			
Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch			

(Signature of Tenderer with seal)

PART – I (Technical Bid)

Name of work: Operation of pumps at Ground Level Water Reservoir (GLR) for drinking water supply in Jhamarkotra Mines, Udaipur

NIT No.: e-tender no. RSMML/Phos/Engg(C)/Cont-01/2020-21 dated 10.06.2020

Pre- qualifying criteria – 1. Turnover

Year	Turnover (Attested copy of CA certified Balance Sheets of last four financial years & other appropriate proof i.e. Form -16 are enclosed.)
2016-17	
2017-18	
2018-19	

Pre- qualifying criteria – 2. Work Experience

Year	Work Experience (Attested copy of work order/LOA and against desired work experience as per Pre Qualification Criteria along with satisfactory work completion certificate)
2016-17	
2017-18	
2018-19	

Signature of tenderer with address.

DECLARATION

(On the letter head of the tenderer firm)

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

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

Signature with name & seal

Date

Place

BOQ/Price Part

To be submitted strictly online in the prescribed format provided at
<https://eproc.rajasthan.gov.in>

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

FORM OF 'G' SCHEDULE

Name of Work: Operation of pumps at Ground Level Water Reservoir (GLR) for drinking water supply in Jhamarkotra Mines, Udaipur (Rajasthan)

Time period : 1 Year

S.N.	Particulars of work	UNIT	Rate (Rs. Per month)
1	Operation of pumps at Ground level Water Reservoir (3 pumps of 90kW each) for drinking water supply in all three shifts (each of 8 hrs.) with routine maintenance of pumps, ward & watch of pump house area at Jhamarkotra Mines, Udaipur as per scope of work of tender document.	Per Month	

Terms & Conditions:

- i) The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bids). The rates shall also be inclusive of cost of additional and other allied works etc.
- ii) All incidental or contingent works required for performance of work as above shall be done by tenderer at its cost & expense and it would not qualify for extra payment.
- iii) Bidders are advised to download the prescribed BOQ file available on the <https://eproc.rajasthan.gov.in> & fill the rates as instructed. In case the bid found in any other format/ or modification in BOQ was uploaded by the bidder the same is liable to be rejected and will not considered for evaluation.

(Authorized Signatory)

Date:

Name of the designation/ Relationship of the
authorized Signatory with the tenderer

Place:

Compliance with the Code of integrity and No conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

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

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

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

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

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

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

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

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

Place.....
Date.....
Appellant's Signature

Additional conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

AFFADAVIT

(on non judicial stamp paper worth Rs 50/-)

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

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

I/We the above deponent make oath and state that my above statement is true and correct to my persona; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent
(Authorized Signatory)

Note: Original Notarized affidavit shall be sent to the office of SM(F&A), Marketing Department, RSMML, 4 Meera Marg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.

AFFADAVIT

(on non judicial stamp paper worth Rs50/-)

Tender No.. RSMM/CO/GGM (Cont)/ Cont-00/19-20 dated 00.00.2020

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 RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- 2) I/we have not been banned/suspended/de-listed by RSMML.
- 3) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- 4) I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/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 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)
With Seal

Date:-----

Place:-----

Note: Original Notarized affidavit shall be sent to the office of SM(F&A), Marketing Department, RSMML, 4 Meera Marg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector bank(Except SBI Bank), ICICI, Axis, HDFC bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG amount subject to maximum of Rs. 25000/-or appropriate value as per stamp duty act prevailing on the date of issuance of BG)

B.G _____

Dated _____

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

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

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

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly

carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Executive Director or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at _____ this the _____ day of _____ 20