



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

**TENDER DOCUMENT**

**FOR**

**Construction of one tubewell at RSMML's Bagdara Colony,  
Jhamarkotra Mines.**

**Tender No. RSMM/Phos/Engg(C)/06(2025-26)/2026-27/ Dated:06-05-2026**

**Issued by  
Manager (Civil),  
Jhamarkotra Mines,  
RSMML, Udaipur**

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

**Place of Sale of Tender** : Available online on <https://www.rsmm.com/tenders.htm>  
and state public procurement portal.

**Date of Sale of Tender** : **From 06-05-2026 to 20-05-2026 3.00 pm**

**Last Date of Receipt of Tender** : **20-05-2026 up to 3.00 pm**

**Date of Opening of Techno-commercial Part: 20-05-2026 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)2428743,2414396,  
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)

SBU & PC Rock phosphate, Jhamarkotra, P.O. Jhamarkotra - 313 015,  
Via & Distt - Udaipur (Raj.)

Phone : (0294) 2348081-85, Fax( 0294) 2348084 Telegram: RAJMINES

Ref. no :- RSMML/Phos/Eng(C)/06(2025-26)/2026-27/

Dated: 06-05-2026

### DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Jhamarkotra Mines, Udaipur from reputed contractors:-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Construction of one tubewell at RSMML's Bagdara Colony, Jhamarkotra Mines.	4.15 Lakh	1 Month	8300.00
Cost of tender document is Rs.590/- (inclusive of GST), payable in cash/by D.D. in favor of "RSMM Ltd, Jhamarkotra Mines"			
Period & place of sale of documents: (In case downloaded from website, tender fee is essential to be deposited with the Techno - Commercial offer)	From 06-05-2026 to 20-05-2026 up to 3:00 pm, from Sr. Manager (F&A), Marketing, Corporate Office, Udaipur or download from our website <a href="http://www.rsmm.com">www.rsmm.com</a> or <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>		
Last Date & Time of Submission of offer	Dated 20-05-2026 up to 3.00 pm at Marketing, Corporate Office, Udaipur		
Date of opening of Techno Commercial offer	Dated 20-05-2026 at 3.30 pm at Marketing, Corporate Office, Udaipur		

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

Bidder should have minimum turnover of Rs 2.49 Lakh (i.e. 60% of estimated contract value) in any one of the immediate preceding three financial years i.e.2022-23, 2023-24 and 2024-25 in tenderers name.

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

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company/Society shall only be considered.

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

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 Fax/Telex/E-Mail shall not be accepted.

**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.

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

- 1.11 “**Engineer-in-Charge**” shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.12 “**Group General Manager (Contract)**” shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.13 “**Group General Manager (Phos)**” shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.14 “**Agent**” shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.15 “**Mines Manager**” shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.16 “**Letter of acceptance**” (LOA)/ “**detailed letter of 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 to the Tenderer & General Conditions

#### 2.1 PRE-QUALIFICATION CRITERIA

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

Bidder should have minimum turnover of Rs 2.49 Lakh (i.e. 60% of estimated contract value) in any one of the immediate preceding three financial years i.e.2022-23, 2023-24 and 2024-25 in tenderers name.

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

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company/Society shall only be considered.

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

#### 2.2 SUBMISSION OF OFFERS

2.2.1 Tender offers are **to be submitted in two parts** namely "**Techno-commercial offer**"(**Part I**) and "**Price offer**"(**Part II**). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.

2.2.2 **Both the envelopes should be kept in a sealed envelope** addressed to Sr. Manager (F&A), marketing CO, RSMML, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.

2.2.3 **The sealed offers should be submitted in the office of the Sr. Manager (F&A), Marketing, Corporate Office, RSMML, Udaipur** on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

#### 2.3 TECHNO COMMERCIAL OFFER: -

Following documents to be furnished along with Part I of the offer

- (a) Form 'A' with General information about the tenderer
- (b) Form 'B' Duly filled
- (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) Power of Attorney in favor of the authorized representative signing the tender documents.
- (f) Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- (g) Copy of PAN & GST registration Number.
- (h) Undertaking of affidavit as per annexure- E & F & declaration as per Form C and Annexure B of tender document.

## 2.4 PRICE OFFER

The tenderers are required to furnish their 'price bid' in the prescribed "Price" format. The rates quoted by the tenderer shall be inclusive of all applicable taxes & duties except GST.

The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and discrepancy in totalling 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. 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.

## 2.5 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.

## 2.6 TENDER DOCUMENT FEE

2.6.1 'Tender Document Fee' 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 Tender Fee are liable to be rejected / ignored.

2.6.2 The bidder may also deposit the 'Tender Document Fee' 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 LIMITED
BANK NAME:	IDBI BANK
BRANCH:	JHAMARKOTRA, DIST. UDAIPUR
ACCOUNT TYPE:	CURRENT
ACCOUNT NO.	0880102000000019
IFSC CODE:	IBKL0000880

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

## 2.7 EARNEST MONEY DEPOSIT

- 2.7.1 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.
- 2.7.2 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 LIMITED  
 BANK NAME: IDBI BANK  
 BRANCH: JHAMARKOTRA, DIST. UDAIPUR  
 ACCOUNT TYPE: CURRENT  
 ACCOUNT NO. 0880102000000019  
 IFSC CODE: IBKL0000880
- A copy of transaction details of transfer of fund shall be uploaded/ furnished by the bidder to the company with their bid.
- 2.7.3 The Earnest Money Deposit shall not bear any interest.
- 2.7.4 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.
- 2.7.5 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.
- 2.7.6 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.

## **2.8 SECURITY DEPOSIT**

- 2.8.1 The successful tenderer shall furnish a Security Deposit of 10 % of 'Total Contract Value' to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner:
- (i) The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / 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 Public Sector Bank or Schedule private Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No

amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period (if any), plus 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.

- (ii) The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public Sector Bank or Schedule private Bank having its Branch office at Udaipur. 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
  - (iii) The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from each running bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
- 2.8.2 The entire Security Deposit shall be refunded after the expiry of defect liability period, provided the Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.
- 2.8.3 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 fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 2.8.4 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.
- 2.8.5 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.
- 2.8.6 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.

- 2.8.7 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 2.8.8 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.
- 2.8.9 No interest is payable on S.D. amount.

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

## **2.9 ADDITIONALPERFORMANCESECURITY: -**

- (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 lumpsum 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.

## **2.10 NEGOTIATIONS: -**

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.

- 0.2 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.
- 0.3 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 consist tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

## **2.12 RATES & TAX DEDUCTION AT SOURCE:**

- 2.11.1 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).
- 2.11.2 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.
- 2.11.3 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.
- 2.11.4 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.
- 2.11.5 RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- 2.11.6 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 accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,

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

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

## **2.14 RIGHT TO REVIEW PERFORMANCE.**

- 2.12 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.
- 2.13 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**

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 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**

- i) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- iv) Contractor's who are not coming under the purview of EPF & MP Act and do not have the PF registration number should submit an affidavit on non-judicial stamp-paper of Rs.50/- as per Annexure-E.

## **2.17 LEGAL & STATUTORY OBLIGATIONS:**

- 2.17.1 The contractor shall follow safety measures issued by Government of Rajasthan (Ground Water Department) for prevention of accidents caused by abandoned borewells/tubewells. (as per Annexure-J)
- 2.17.2 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 2.17.3 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.
- 2.17.4 The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended up to date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 2.17.5 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.
- 2.17.6 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 by 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.

- 2.17.7 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.
- 2.17.8 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.
- 2.17.9 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.
- 2.17.10 The contractor shall insure all the workmen & submit the copy of WC policy to RSMML.
- 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 contractor's 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 for the total scope of work will be considered as L-1 bidder. The total contract value will be arrived by adding amount of all items including GST. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

## **2.20 COMPENSATION**

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

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 on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.

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

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

## **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 SCOPE OF WORK

The scope of work is as per G-Schedule. Following works are to be carried out under this contract:

- A borewell of 6.5” bore size and approximately 500 feet depth.
- PVC casing and screen pipes of size 5”. Additionally, provision of 100 feet of 7” size casing and 20 feet of 10” size casing pipes have been kept, to encounter weathered and collapsible rocks (if found). Actual length of casing required to be provided at site shall be decided at the time of drilling depending on the nature of rock/soil encountered during drilling.
- Supplying and lowering of 2” size HDPE riser pipe.
- Supplying and installation of 7.5 HP submersible pump motor set with 3 phase starter panel & submersible cable, rope and NRV etc.
- Making connections with existing GI pipeline setup including supplying and fixing of accessories such as nipples/tees and 50mm size NRV and making hole in 5” size GI pipeline.

#### 3.2 Period of Contract

The contractor has to complete all the mentioned work as per tender provisions during **1 Month** from the date of commencement as mentioned in Letter of acceptance (LOA) /detailed letter of acceptance (DLOA) or work order.

#### 3.3 Governing Codes, Rules and Standards

- 3.3.1 The work shall be executed as per the latest **PWD Rajasthan Rules, Rajasthan Transparency in Public Procurement (RTPP) Act/Rules**, General Conditions of Contract and directions of Engineer-in-Charge.
- 3.3.2 All materials and workmanship shall conform to latest applicable Indian Standards including but not limited to:
  - IS 2800 (Construction & Testing of Tubewells)
  - IS 12818 (PVC casing & screen pipes)
  - IS 4984 (HDPE pipes for potable water)
  - IS 8034 (Submersible pump sets)
- 3.3.3 In case of conflict between specifications, the more stringent provision shall prevail.

#### 3.4 Materials and Quality Requirements

- 3.4.1 **PVC Casing Pipes:** To conform to IS 12818. Pipes shall be duly marked with ISI mark, size, manufacturer’s details and batch.
- 3.4.2 **HDPE Delivery Pipe:** HDPE pipe for potable water supply conforming to IS 4984 of grade and pressure class as specified.
- 3.4.3 **Submersible Pump Set:** 7.5 HP pump & motor set conforming to IS 8034 with suitable discharge, head and bore compatibility.
- 3.4.4 All accessories such as NRV, cable, clamps, couplers, lowering ropes, control panel, etc., shall be included unless otherwise specified.
- 3.4.5 All materials shall be new, undamaged and approved by Engineer-in-Charge before installation.

#### 3.5 Execution of Work

- 3.5.1 **Drilling:** Bore of required size shall be drilled using suitable rig and equipment as per IS 2800 and site conditions.
- 3.5.2 **Casing & Screen Lowering:** Casing shall be lowered carefully to avoid damage. Jointing shall ensure no ingress of fine particles.
- 3.5.3 **Gravel Packing:** Where required by soil conditions, graded gravel shall be provided as directed.
- 3.5.4 **Head Works Construction:** A concrete platform/plinth with proper sealing, locking arrangement and drain/soakage shall be constructed.
- 3.5.5 The Contractor shall arrange all tools, machinery, fuel, temporary works, testing equipment, etc., at his own cost.

### **3.6 Defect Liability, Warranty & Maintenance**

- 3.6.1 Defect Liability Period (DLP) shall be 12 months from the date of completion.
- 3.6.2 During DLP, the Contractor shall repair/replace defective materials, pump, motor, pipe or any part at his own cost.
- 3.6.3 Pump & motor shall carry a minimum 12-month manufacturer's warranty.
- 3.6.4 Performance Guarantee: Tubewell shall deliver the rated discharge at specified head during testing.

### **3.7 Handover Documentation**

Before final payment, the Contractor shall submit:

- As-built drawing showing casing depth, screen location, water levels
- Pump characteristic curve and O&M manual
- Warranty cards of pump & motor
- Water test report
- Final performance test report

### **3.8 Measurement and Payment**

- 3.8.1 Measurement shall be taken jointly as per BOQ units and PWD measurement rules.
- 3.8.2 Rates quoted shall be inclusive of material, labour, equipment, transport, taxes (except GST), testing, commissioning and all incidental items.
- 3.8.3 No additional payment shall be made for disposal of drilling waste, safety measures, barricading or temporary arrangements.
- 3.8.4 Payment shall be made as per running bills subject to retention/security deductions as applicable.

### **3.9 Powers to determine the Contract**

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

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner, comply with the requirements of such notice a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle them to make winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of the contract.
- (iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers: -
  - (a) To determine and/or rescind the contract as aforesaid (*of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.
  - (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
  - (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof a sufficient part thereof as the case may be.

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

### **3.10 Completion Certificate**

Within ten days of the completion of the work, contractor shall give notice of such completion to the Engineer-in-charge and within ten/thirty days on the receipt of such

notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued.

**N.B.** - Ten days will apply in the case of works at the headquarters of the Engineer-in-charge and thirty days will apply in case of work at a station other than the headquarters of the Engineer-in-charge.

### **3.11 Addition, Alteration & Substitution of items**

The Engineer-in-charge shall have powers to make alternation in or commissions from or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during to progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in written by the Engineer-in-charge and such alterations, commissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in a manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he had agreed to do the main work, provided that additional quantities of each individual item shall not exceed 50% of the quantities provided against that item in the contract agreement and further provided that the cost of the work as executed by the contractor including cost of all additional, altered or substituted work shall not without mutual agreement exceed the tendered amount of the work by more than 20%.

The time limit for completion of the work shall be extended in the proportion that the additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates of such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions: -

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the altered, additional or substituted works cannot be determined in the manner specified in clause above, then the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above mines/pus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rate for such part of parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- (iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clause above, then the contract or shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

- (iv) Provided that the Engineer-in-charge would also be at liberty to ask the contractor to execute such items, the rates of which are not provided in the B.S.R. of that area and also additional quantity over and above the limit of 50% against each item and 20% over the tendered amount of the work specified above, if in the opinion of the Engineer-in-charge the execution of such items through other agency is likely to hamper the progress of other items of work and its completion considerably required the contractor shall be bound to carry out all such extra work also if asked to do so. For all such extra items or additional quantity of work over and above the limit specified in para above, the contractor shall be paid provisionally on the rates of all such additional work and extra items if any shall be decided and settled by arbitration. Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before getting written instructions from the Engineer-in-charge regarding all such additional works or extra items at his own accord as lastly here herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out expenditure incurred by him prior to the date of issue of written instructions if any, as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge and shall have no claim for getting rates or such work settled through arbitration.

### **3.12 Curtailment of Scope**

If the Engineer-in-charge shall at any time, and for any reason whatsoever think that any portion of the work should not be executed and could be withdrawn from the contractor, he shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartages only of materials actually and bonafidely brought to the site of the work by the contractor and rendered, surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such case the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less. In the case of such stores having been issued from Company's stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.

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

### **3.13 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.

### **3.14 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.

### **3.15 Insurance and Safety**

- 3.15.1 The Contractor shall insure equipment, manpower and third-party liability at his own cost.
- 3.15.2 Barricading, PPE, safety signage and safe construction practices are mandatory in the residential colony area.
- 3.15.3 Any damage to public or private property shall be rectified by the Contractor at his own cost.

### **3.16 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.

### **3.17 Lump sum Work.**

When the contract includes lump sum in respect of the parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under the contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may in his discretion pay the lump sum amount entered in the contract and the certificates in writing of the Engineer-in-charge shall be final and conclusive against the contract with regard to any sum or sums payable to him under the provisions of the clause.

### **3.18 Works for which specification not mentioned**

In the case of any class of work for which there is no such specification as is mentioned in G-schedule, such work shall be carried out in accordance with the detailed specifications

and in the event of there being no specifications work will be carried out in all respects and also in accordance with the instructions and requirements of the Engineer-in-charge.

### **3.19 Reduced Rates**

In cases, where the items of work are not accepted as so complete, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

### **3.20 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.

### **3.21 Dismantling & Disposal thereof**

Contractor in course of the work should understand that all materials e.g. pipes and other materials, obtainable in the work of dismantling etc. will be considered as the Company's property and will be disposed-off the best advantage of the Company.

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

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

Signature of the tenderer

**TECHNO COMMERCIAL OFFER**

**RAJASTHAN STATE MINES AND MINERALS LTD.**

(A Government of Rajasthan Enterprise)

Jhamarkotra Mines

**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)	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
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)			
Bank details for RTGS  1. Complete Bank Account No. 2. IFSC/NEFT code of Branch 3. Name of Bank & Branch			
Others (specify)			

**(Signature of Tenderer with seal)**

**PART – I (Technical Bid)**

**Name of work: Construction of one tubewell at RSMML's Bagdara Colony, Jhamarkotra Mines.**

**NIT No. :RSMML/Phos/Eng(C)/06(2025-26)/2026-27/ Dated: 06.05.2026**

**PRE- QUALIFYING CRITERIA – (Turnover :)**

Year	Turnover (Attested copy of CA certified Balance Sheets of last four financial years & other appropriate proof i.e. Form -16 are enclosed.)
2022-23	
2023-24	
2024-25	

Signature of Contractor with seal

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**DECLARATION**

*(On the letter head of the tenderer firm)*

I/We have not enclosed any additional condition and or deviations from the tender conditions alongwith "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

## PRICE-OFFER

NIT No.: RSMML/Phos/Eng(C)/06(2025-26)/2026-27/

Dated - 06.05.2026

**Name of Work : Construction of one tubewell at RSMML's Bagdara Colony,  
Jhamarkotra Mines**

**Time period : 1 Month**

S.N.	Particulars of work	Unit	Qty.	Rate	Amount
1	Drilling of tubewell of bore size dia 6.5" in all type of rocks.				
(i)	For depth up to 300 feet	Feet	300.00		
(ii)	beyond 300 feet up to 400 feet	Feet	100.00		
(iii)	beyond 400 feet up to 500 feet	Feet	100.00		
2	Supplying and lowering of PVC-U casing and screen (slotted) pipe as per technical specification and direction of Engineer In charge.				
(i)	Casing pipes and Screen pipes Size 5"	Feet	500.00		
(ii)	Casing pipes and Screen pipes Size 7" (to be decided during boring)	Feet	100.00		
(iii)	Casing pipes and Screen pipes Size 10" (to be decided during boring)	Feet	20.00		
3	Supplying, installation, testing and commissioning of submersible pump & related other items as detailed below:				
(i)	7.50 HP, 3-phase submersible motor pump set suitable to accommodate in 5" size casing (Optimum discharge at Head of about 600 feet approx.) (KSB/ Kirloskar/ Crompton)	Each	1.00		
(ii)	Starter panel for 7.50 HP submersible pump	Each	1.00		
(iii)	HDPE pipe PE 100 and PN 8; 50mm size (Krishi/ Finolex/ Duke/ Texmo/ Dolphin make)	feet	500.00		
(iv)	Rope 16mm dia	feet	500.00		
(v)	Three core PVC submersible cable; 4.0 Sq.mm. (KSB/ Kirloskar/ Polycab/ Havells/ RR Kabel/ Finolex)	Feet	500.00		
(vi)	Supplying and fixing of 50mm	L.S.	1.00		

	size NRV and other accessories such as nipples, bends, clamps etc.				
(vii)	Capping of well assembly by providing and fixing a strong cap to the casing pipe with bolts & nuts. etc. complete	L.S.	1.00		
4	Making connections with existing GI pipeline setup including supplying and fixing of accessories such as nipples/tees and 50mm size NRV and making hole in 5" size GI pipeline and welding etc. complete	No.	2.00		
5	Construction of cement/ concrete platform in cement concrete 1:2:4, measuring 0.50x0.50x0.60 meter (0.30 meter above ground level and 0.30 meter below ground level) around the well casing.	Nos.	1.00		
<b>Total Estimated Value (Excl. GST)</b>					
Add CGST (@ 9.00%)					
Add SGST (@ 9.00%)					
<b>Total Estimated Value (Incl. GST)</b>					

**Terms & Conditions:**

1. This schedule is based on market enquiry. Bidder shall quote rates against each item of the schedule. Quoted rates should be inclusive of all taxes, duties except GST.
2. All statutory deductions shall be made as per relevant provision.
3. Before start of work & after completion of work, site should be photographed and attested.

Name & Signature of tenderer  
Address & Phone

## CHECK LIST

The tender is to be submitted in two parts i.e. Part “A” Techno commercial bid & Part “B” Price Bid. Both the envelopes shall be separately sealed & marked. Further both the sealed envelopes shall be sealed & submitted in a separate envelope on or before the due date of opening.

**The tenders (respective part) should contain the following:**

### **Part “A” Techno commercial bid**

1. The requisite Tender Document Fee and the Earnest Money in form of Demand Drafts.
2. One set of tender documents along with conditions of the contract with all the forms duly filled (*except price offer form*), and each page duly signed and stamped as token of acceptance of terms & conditions.
3. All the requisite information as per Form ‘A’ & Form ‘B’. Additional sheets can be attached but the format should remain the same.
4. The declaration as per Form ‘C’ on the official letter head of the tenderer / firm.
5. Attested copy of CA certified Balance Sheets and Profit & Loss Account in support of turnover.
6. Attested copy of LOA/work orders along with completion Certificates in support of experience for execution of similar work.
7. Complete set of documents as per clause 2.0 of section II.

### **Part “B” Price Bid**

1. Price Bid duly signed on each page & all the columns filled up in figures as well as words.

### **General**

Both the bids shall be appropriately marked & sealed in independent envelopes. The two envelopes will be further sealed in another envelope and the same will be deposited on or before the due date & time at the following address:

Sr. Manager (F&A)  
Marketing, Corporate Office  
Rajasthan State Mines & Minerals Limited  
4, Meera Marg Udaipur,  
Rajasthan

### **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/-)

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) 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)

**AFFADAVIT**

(On non judicial stamp paper worth Rs50/-)

Tender No. RSMML/Phos/Eng(C)/06(2025-26/2026-27/ dated 06.05.2026

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 hereby declare that we (are *not* / *are*) registered under GST & GST @.....% shall be applicable on this work if awarded to me as per applicable rules of GST.
- 7) 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.
- 8) 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.

Signature of Tenderer(s)

With Seal

Date: -----

Place: -----

**Tender No.RSMML/Phos/Eng(C)/06(2025-26/2026-27/ Dated - 06.05.2026**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954 as per list enclosed at annexure-X having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero-point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G \_\_\_\_\_ Dated \_\_\_\_\_

**Contact details of BG issuing Banker:**

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

**Contact details of Banker's local branch at Udaipur:**

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

This Deed of Guarantee executed between \_\_\_\_\_ having its registered office at (mention complete postal address with contact nos./mail address etc.) \_\_\_\_\_ and its head office at (mention complete postal address with contact nos./mail address etc.) \_\_\_\_\_ 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/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor/supplier/RC holder, hereinafter called the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' 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/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) being Contract.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC 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/supplier/RC holder of any of the terms and/or conditions contained in the Letter of

Acceptance/ Purchase Order/Rate Contract. 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/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder 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/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. 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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract 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/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder 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 or period which is required), 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/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder 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/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

\_\_\_\_\_ (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager 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/Purchase Order/ or to extend time of performance by the said supplier/RC 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/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said

Contractor/supplier/RC holder 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 supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder 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/supplier/RC holder 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 only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

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 \_\_\_\_\_ 2025.

**Tender No.RSMML/Phos/Eng(C)/06(2025-26)/2026-27/Dated - 06.05.2026**

**Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954**

**List of Scheduled Public Sector Banks**

<b>S.No.</b>	<b>Name of the Bank</b>
1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	UCO Bank
11.	Union Bank of India
12.	State Bank of India

**List of Scheduled Private Sector Banks**

<b>S.No.</b>	<b>Name of the Bank</b>
1.	Axis Bank Limited
2.	Bandhan Bank Limited
3.	CSB Bank Limited
4.	City Union Bank Limited
5.	DCB Bank Limited
6.	Dhan Laxmi Bank Limited
7.	Federal Bank Limited
8.	HDFC Bank Limited
9.	ICICI Bank Limited
10.	IndusInd Bank Limited
11.	IDFC FIRST Bank Limited
12.	Jammu & Kashmir Bank Limited
13.	Karnataka Bank Limited
14.	Karur Vysya Bank Limited
15.	Kotak Mahindra Bank Limited
16.	Nainital Bank Limited
17.	RBL Bank Limited
18.	South Indian Bank Limited
19.	Tamilnad Mercantile Bank Limited
20.	YES Bank Limited
21.	IDBI Bank Limited
22.	AU Small Finance Bank

Tender No.RSMML/Phos/Eng(C)/06(2025-26)/2026-27/ Dated - 06.05.2026

**Format of Undertaking**

(on non-judicial stamp paper of appropriate value)

Name of contractor/supplier.....  
I.....S/o.....Sh.....aged.....years.....resident  
of.....On behalf of.....i.e. M/s  
.....hereby undertake that I have submitted bank guarantee Bearing  
BG no. ....for amount Rs. ....issued by .....bank  
having branch .....for the work of  
.....(reference of tender & work).

I/we undertake that in case of liquidation of BG issuance bank for any reason, I/we will submit new BG of same amount within a period of 10 days, failing which the company may take any appropriate action as deemed fit.

Signature of Contractor/Supplier(S)  
(Authorized Signatory)  
With Seal

Place:  
Date:

**URGENT**

**GOVERNMENT OF RAJASTHAN  
GROUND WATER DEPARTMENT**

No.F. 12 (6)GWD/09

Jaipur, dated 19th Feb.,2010

To

All District Collectors

**Sub: Safety Measures for prevention of accidents caused by abandoned borewells/tubewells.**

Sir,

The recent incidents of fatal accidents caused due to abandoned boreholes and tubewells have received the attention of the Government and Supreme Court of India. Hon'ble Supreme Court in the Writ Petition (Civil) No. 36 of 2009 vide its order dated 11.02.2010 has given following guidelines/ safety measures to be observed:

- (i) *The owner of the land/premises, before taking any step for constructing bore well/tube well must inform in writing at least 15 days in advance to the concerned authorities in the area, i.e. District Collector/District Magistrate/ Sarpanch of the Gram Panchayat/concerned officers of the Department of Ground Water/Public Health/Municipal Corporation, as the case may be, about the construction of bore-well/tubewell.*
- (ii) *Registration of all the drilling agencies, viz., Govt./Semi Govt./Private etc. should be mandatory with the district administration.*
- (iii) *Erection of signboard at the time of construction near the well with the following details :-*
  - (a) *Complete address of the drilling agency at the time of construction/rehabilitation of well.*
  - (b) *Complete address of the user agency/owner of the well.*
- (iv) *Erection of barbed wire fencing or any other suitable barrier around the well during construction.*
- (v) *Construction of cement/concrete platform measuring 0.50x 0.50x 0.60 meter (0.30 meter above ground level and 0.30 meter below ground level) around the well casing.*


*moj*

- (vi) *Capping of well assembly by welding steel plate or by providing a strong cap to be fixed to the casing pipe with bolts and nuts.*
- (vii) *In case of pump repair, the tube well should not be left uncovered.*
- (viii) *Filling of mud pits and channels after completion of works.*
- (ix) *Filling up abandoned borewells by clay/sand/boulders/pebbles/drill cuttings etc. from bottom to ground level.*
- (x) *On completion of the drilling operations at a particular location, the ground conditions are to be restored as before the start of drilling.*
- (xi) *District Collector should be empowered to verify that the above guidelines are being followed and proper monitoring check about the status of boreholes/tubewells are being taken care through the concerned State/Central Government agencies.*
- (xii) *If a borewell/tubewell is 'Abandoned' at any stage, a certificate from the concerned department of Ground Water/Public health/Municipal Corporation/Private contractor etc. must be obtained by the aforesaid agencies that the 'Abandoned' borewell/ tubewell is properly filled upto the ground level. Random inspection of the abandoned wells is also to be done by the Executive of the concern agency/department. Information on all such data on the above are to be maintained in the District Collector/Block Development office of the State.*

Hon'ble Supreme Court has also directed that Chief Secretaries of all State Governments are to ensure that necessary steps are taken in this regard and wide publicity (through newspapers and national television channels) is given.

The matter shall come up for hearing before the Hon'ble Supreme Court in the first week of May,2010. and Government of Rajasthan would be required to intimate the action taken in this regard. Please intimate the action taken in this regard by first week of April,2010 so that Hon'ble Supreme Court may be apprised accordingly.

Yours faithfully,

  
(Yaduvendra Mathur)  
Secretary to the Govt.

Copy to the following for information and necessary action :

- ✓ 1. All Divisional Commissioners.
2. Chief Engineer (Hq.)/(Rural), PHED, Jaipur for issuing directions to all officers.
3. Chief Engineer, Ground Water Department, Jodhpur.

  
Dy. Secretary to Govt