



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

e- TENDER DOCUMENT

For

**“Annual Maintenance of Air Conditioners, Water Coolers, Fridges at
Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)**

e-Tender No. RSMM/Phos/IBP/01/21-22 dated 28/01/2022

**Issued by
Group General Manager
SBU-PC(Rock-phosphate),
Jhamarkotra, Udaipur**

Cost of Non Transferable

Tender Document (including tax) : Rs 590/-

Date of downloading of Tender: From 28/01/2022 to 16/02/2022 up to 6.00 pm

Last Date of submission of online Tender : 16/02/2022 up to 6.00 pm

Date of online opening of Techno-commercial Part: 18/02/2022 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- LIMESTONE

8, West Patel Nagar,
Circuit House Road, Jodhpur
Phone:0291-2511031/2516199
FAX:0291-2511029



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Phosphate Division, Jhamarkotra Mines,

Jhamarkotra, Udaipur-313 015

Ref. no :-e-tender no. **RSM/Phos/IBP/01/21-22 dated 28/01/2022**

DETAILED E-NOTICE INVITING TENDER

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

Brief Description	Contract Period	EMD (in Rs.)
“Annual Maintenance of Air Conditioners, Water Coolers & Fridges at Jhamarkotra Mines of SBU & PC: RP, of RSMML” Udaipur.	Two years	30600/-
Cost of tender document is Rs. 590/- inclusive of GST, payable by D.D. in favour of “RSMML Ltd, Udaipur”		
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of tender documents	From 28/01/2022 to 16/02/2022 up to 6.00 pm	
Last Date & Time of online Submission of offer	Dated 16/02/2022 up to 6.00 pm	
Date of opening of Techno Commercial offer	Dated 18/02/2022 at 3.30 pm at C. O. Udaipur	

Pre-qualification for the Techno-commercial bid:

The tenderer should fulfill the following pre-qualifying criteria.

1. The tenderer should have minimum turnover of **Rs. 3.83 lacs** in any one of the immediate three preceding financial years, i.e. 2018-19, 2019-20 & 2020-21.
2. Past experience in field of Air-conditioning & Refrigeration. Copies of work orders executed in reputed private / government firms shall be enclosed along with work completion certificate / performance certificate.

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

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

The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD

and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid e.g. attested copy of balance sheets for the year 2018-19, 2019-20 & 2020-21, duly attested copy of work orders, Work completion certificate in last three financial years i.e. 2018-19, 2019-20 & 2020-21. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

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

**Group General Manager
(SBU & PC, RP) Jhamarkotra**

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

SECTION-I

DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE CONTRACTOR

1.0 **DEFINITIONS:**

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

- 1.1 **"Alteration / Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.2 **"Approved"** shall mean approval in writing by the Company / Engineer-In-Charge / Officer-in-Charge.
- 1.3 **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
- 1.4 **"RSMML"** or **"COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.5 **"Contract Document"** shall mean collectively tender documents, telex / letter of acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.
- 1.6 **"Contractor"** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his / its / their legal representatives, administrators, successors, executors and permitted assignee.
- 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 acceptance / telegram awarding the work, alteration / variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.8 **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.9 **"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.
- 1.10 **"Commencement of work"** shall be reckoned from the date of issue of letter of acceptance excluding the stipulated mobilization period.
- 1.11 **"Officer-In-Charge"** or **"Engineer-In-Charge"** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.12 **"Managing Director"** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.13 **"Head of the SBU & PC- Rock Phosphate"** or **"Group General Manager"** or **"GGM (PHOS)"** shall mean Group General Manager for the SBU & PC – Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.14 **"Mines Manager"** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Rock Phosphate Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.

- 1.15 **“Mines”** shall mean Jhamarkotra Rock Phosphate Mines & Kanpur Group of Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 1.16 **“Letter of Acceptance”** shall mean intimation by a letter / telegram to Contractor that his / its tender has been accepted, in accordance with the provision contained in the letter / telegram / telex.
- 1.17 **“Notice”** or **“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 **“Specifications”** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished / used required to be used / consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified / communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations , regulation codes.
- 1.20 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.21 **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

2.0 INTERPRETATIONS:

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

complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

- 2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.9 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.
- 3.0 **Declaration by the Contractor:**
- 3.1 The contractor do hereby confirm and declare that they have independently inspected existing infrastructure of Jhamarkotra Mines including other related areas, ascertained and obtained all relevant and necessary information data, particulars existing wage structure / categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, settlement/s with the recognized union for the same and similar nature of work/s, category-wise wage structure and working conditions, facilities etc. at Jhamarkotra Mines.
- 3.2 The contractor has also ascertained the location and situation of area/site where the contractor would be required to undertake the work, appreciating all pros and cons, and all such other information, whether technical/commercial or otherwise.
- 3.3 The contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, The contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

SECTION - II
General Instructions to the Tenderer

1.0 TENDERERS TO OBTAIN HIS OWN INFORMATION

- 1.1 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in the tender document are basically for reference & guidance of tenderer. The tenderer are required to satisfy him in all respect, before the submission of offer.
- 1.2 The tenderer shall be deemed to have examined the tender document, to have his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rate and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer are deemed to know the scope, nature and magnitude of the works and requirement of tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The tenderer, at his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing & entering into a contract with the company in case he is awarded the work. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, labour etc. and all other factors involved in the execution of works.
- 1.3 The tenderer, if awarded work, shall not be eligible for raising any dispute or claims in case he is hindered in execution of work due to his negligence / omission / error in not collecting the details required for execution of the work.
- 1.4 The tenderer shall be deemed to have independently inspected the SBU & PC-Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, particulars, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects

2.0 SUBMISSION OF OFFERS

- 2.1 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- 2.2 The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 2.4 A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.

- 2.5 The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per **annexure- E & F** of tender document should be kept in a sealed envelope addressed to DGM (F&A), Marketing Department, CO, Udaipur This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the DGM (F&A), Marketing Department, CO, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.
- 2.6 All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.0 TENDER PROCEDURE

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

4.0 TENDER DOCUMENT FEE

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

5.0 E-TENDERING PROCESSING CHARGES

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

6.0 TECHNO COMMERCIAL OFFER:-

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

- 6.1. **Form ‘A’** with General information about the tenderer
- 6.2. **Form ‘B’** duly filled with details of turnover and work experience.
- 6.3. One complete tender document (**Original Copy**) as issued along with offer duly filled in, signed and stamped on each page by the tenderer (s)/ authorized representative of the tenderers as prescribed in different clauses of the tender documents in token of the acceptance of the terms and conditions of this tender
- 6.4. PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure E.
- 6.5. Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account in support of turnover.
- 6.6. Power of Attorney in favour of the authorized representative signing the tender documents.
- 6.7. Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- 6.8. Copy of PAN & GST registration Number.
- 6.9. Undertaking “**FORM-C**” that no condition is mentioned in 'Price Bid'. Even if a condition, other than like discounts, are mentioned those would be ignored.
- 6.10. Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation pending against him with us, in relation to the work. **Annexure-F**
- 6.11. Tenderer would give a declaration that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive. **Annexure-F**
- 6.12. Tenderer have to declare that whether they are coming under MSMEs Act or not, if yes then give the registration no. of the same. **Annexure-F**
- 6.13. “Exemption and Deviation Statement” to be submitted in **Form D**
- 6.14. Undertaking as per **annexure-B, F & declaration as per Form C** of tender document.23

All photocopies of documents submitted as above should necessarily be attested by a Notary Public/ Magistrate/ Gazetted Officer along with the official seal of the attesting authority. Un-attested copies may be ignored /accepted on absolute discretion of the Company. The Company reserves the right to verify the above documents with the originals and is free to reject the offers and take appropriate action in case these documents are not found to be correct.

It may be noted that the tenders shall be technically examined on the basis of documents submitted, as per above required details, furnished along with the bid. A tenderer shall be fully responsible for consequences including rejection of its tender or cancellation of the Contract if the required documents/copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/ misleading/ contradictory. The authorized signatory of the tenderer should put its signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

7.0 PRICE OFFER in BOQ form

- 7.1. The ‘Price Bid’ shall be submitted online in the prescribed format only available at www.eproc.rajasthan.gov.in. Bidders are advised to download the prescribed BOQ file available on the <https://eproc.rajasthan.gov>& fill the rates as instructed. In case the bid in any other format was uploaded by the bidder the same is liable to be rejected and will not be considered for evaluation. It is suggested to the tenderer

carefully the instructions mentioned in the Performa at Form-D / BOQ for quoting the price offer.

- 7.2. The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST. The 'Price Bid' shall be submitted online in the prescribed **BOQ** format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.
- 7.3. The rates should be quoted taking into consideration all costs, expenses, levies and taxes excluding **GST**, salary, wages, P.F. Contribution, insurance etc. No extra payment on any ground whatsoever shall be considered and / or be admissible.
- 7.4. The rates once accepted by the Company shall remain firm, fixed and binding during the entire contract period. No revision in rates will be allowed or be considered on any ground whatsoever.
- 7.5. While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the "scope of work" detailed at section-IV Point 1.0 the tender document.

8.0 VALIDITY OF OFFERS

The tender offers should remain valid and open for acceptance, for a period of **120** days from the date of opening of the tenders. 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.

9.0 PRE-QUALIFICATION CRITERIA:

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

1. The tenderer should have minimum turnover of **Rs. 3.83 lacs** in any one of the immediate three preceding financial years, i.e. 2018-19, 2019-20 & 2020-21.
2. Past experience in field of Air-conditioning & Refrigeration. Copies of work orders executed in reputed private / government firms shall be enclosed along with work completion certificate / performance certificate.

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

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

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

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. The tenderer should upload attested copy of balance sheets for the year 2018-19, 2019-20 & 2020-21 in support of turnover. It is to be noted that, in case of company/Society, the experience & turnover of the company/society shall only be considered. The tenderer who have 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 the tender. The Tenderer should upload duly attested copy of work orders, Work completion certificate giving details (quantity & value) of the work executed in last three financial years as proof of similar nature of work experience, i.e. 2018-19, 2019-20 & 2020-21 in support of their experience in the similar line of business and adequate financial strength.

The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

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

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

10.0 EVALUATION OF TECHNO-COMMERCIAL BID:

- 10.1. The techno-commercial bids of the tenders meeting the pre-qualification criteria as mentioned above, will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of RSMML as to which tenderer are capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 10.2. The Price Bid (part II) of the tender will be opened only of techno-commercially acceptable tenders.

11.0 NEGOTIATIONS:-

- 15.1. In case Negotiation is required then, 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.
- 15.2. 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.

- 15.3. 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.

12.0 EXCEPTIONS AND DEVIATION:

Tenderer are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender document and not stipulate any deviations. Tenders containing stipulations in deviation to the terms and conditions are liable to be rejected. However, for absolutely unavoidable reasons the tenderer may indicate the deviations at the risk of rejection only in 'Form D'. Deviations mentioned anywhere else would plainly be ignored without any consequences.

13.0 REFUSAL / FAILURE

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

14.0 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

The tenderer must furnish the bid securing declaration of Rs. 30,600/- in place of bid security as per annexure – G of tender document on appropriate value of judicial stamp paper duly notarized failing which the bid is liable to be rejected.

15.0 ADDENDA/CORRIGENDA

- 15.1. Addenda/corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or contract terms.
- 15.2. Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

16.0 SECURITY DEPOSIT

- 16.1. The successful tenderer shall furnish a Security Deposit of 3% 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.
- 16.2. The rates of security deposit as per the prevailing terms and condition of the Company are @ 10% of total contract value. However the reduced performance security @ 3% of the total contract value is being solicited in compliance of the notification dated 18.12.2020 issued by finance department Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.12.2021. In case, The Govt. of Rajasthan either revises the rates of security deposit cum performance guarantee later at any date or does not extend the existing date of providing the benefits of reduced security deposit, the successful bidder would be bound to deposit the deferential amount toward performance security either through any options as specified below, with a period of 30 days of the demand raised by the Company. In case of non-payment of deferential amount in the stipulated amount the company may recover the same.
- i. The successful tenderer shall furnish Security Deposit @ 3% 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 fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at 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 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 3% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC 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 his each running @ 3% 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.”

- 16.3. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Due Certificate” to the Company.
- 16.4. 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.
- 16.5. If the Contractor or their employees cause any damage or destroy the property belonging to the Company or others during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).
- 16.6. 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.
- 16.7. 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.
- 16.8. 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 anytime thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 16.9. 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.

- 16.10. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forthwith make good the deficit on demand, so that the total amount 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.
- 16.11. No interest is payable on S.D. amount.
- 16.12. In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recorded from the payment.

17.0 SIGNING OF THE CONTRACT AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the Company within one month from the date of intimation regarding acceptance of tender (LOI). The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

The contract agreement shall consist of:

- A. An agreement on Non-Judicial stamp paper of appropriate value.
- B. Tender document, along with addenda/corrigenda, if any.
- C. Letter of Acceptance & detailed letter of acceptance/work order.
- D. Agreed variation, if any.
- E. Any other document as mutually agreed.

18.0 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 works contract agreement on non judicious stamp paper of sufficient value in prescribed format, which shall also consist of tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML

19.0 INTERFERENCE WITH PROCUREMENT PROCESS:

In case the bidder

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

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

20.0 RATES & TAX DEDUCTION AT SOURCE:-

- 20.1. 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).
- 20.2. 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.

- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

21.0 PROVIDENT FUND

- 21.1. The contractor shall be wholly responsible for complying with the fulfilment 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.
- 21.2. The Contractor coming under the purview of EPF act 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.
- 21.3. The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-e) for this purpose will be required to be furnished on a stamp paper of appropriate value.
- 21.4. 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.

22.0 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 feels aggrieved on the form no.1 (see rule 83) – Memorandum of Appeal under the Rajasthan Transparency in public procurement Act – 2012 with prescribed fees.

23.0 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
General Conditions of Contract

1.0 PERIOD OF CONTRACT

- 1.1 The period of contract shall be two years from the date of issue of Letter of acceptance/DLOA.
- 1.2 However, at the sole discretion of the company the contract can be extended for one more year on the same rate, terms & conditions.
- 1.3 The above period of two years of contract includes the period of 21 (Twenty one) days allowed for mobilization reckoned from the date of issue of LOA/DLOA. The work shall be executed strictly as per time schedule by deploying adequate personnel, tools & tackles etc.
- 1.4 In case of failure to commence the work within the stipulated period of 21 days, the Company shall have absolute discretion to withdraw the letter of acceptance/Work Order and forfeit the earnest money and also to award the contract to any party who may or may not have precipitated in the tender process.

2.0 PRICE & PRICE VARIATION

- 2.1 The price quoted and finally accepted by the company shall be deemed to include and cover all costs, expenses, taxes (**excluding GST**), duties, levies and liabilities of every description and all risk of every kind to be taken in execution. No increase in rates on these accounts shall be permitted. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- 2.2 The quoted price should remain firm & fix for the period of this contract.

3.0 TERMS OF PAYMENT

- 3.1 For payment purposes the contractor shall raise the bills in triplicate on quarterly basis after completion of work to the Engineer In charge. Payment shall be released within 30 days of receipt of bills duly verified by Engineer In charge. The rates as accepted by the Company shall only be considered for billing purpose.
- 3.2 The Contractor, on submitting the bill duly verified by the Section In-Charge for the work done, is entitled to receive a payment within a period of thirty (30) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 3.3 The Company shall make payment due to the Contractor by crossed Account Payee Cheque/RTGS/NEFT. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s.
- 3.4 The bill must be supported with work attendant report duly signed by user deptt. Head /user.
- 3.5 Contractor will submit GST Deposition declaration along with each bill.

4.0 RESOURCES, MANPOWER, FACILITIES ETC.

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

4.2 The contractor shall make its own arrangements at its own cost for facilities like transportation etc, required for satisfactory execution of the contract.

5.0 INCIDENTAL & CONTINGENT WORKS

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

6.0 RIGHT RESERVED

The right to accept the tender rests with the Company. The Company, however, does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject any or all the tenders received without assigning any reason whatsoever.

The Company reserves the right:

- i) To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To further split the work amongst more than one contractor if considered expedient at sole discretion of the Company.
- iv) Not to carry out any part of work.
- v) To increase / decrease the quantity and period of contract, without any additional obligation on it.
- vi) 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 rights 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

7.0 EMPLOYMENT OF MANPOWER AND THEIR CONDUCT

7.1 The labours/staff/supervisors etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors etc., to be engaged by the contractor for the contracted work.

7.2 The Contractor shall be responsible for the proper conduct and behavior of all the labours/staff/supervisors and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the company or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

7.3 The contractor shall have to make all payments to the workers/labours/staff etc. engaged by them every month latest by the 7th day of the following month

8.0 MISCELLANEOUS LIABILITIES

8.1 The contractor shall be responsible for making all arrangements at its cost and expenses for : -

- i) Tools & tackles, water, and any other equipment for accomplishing the work satisfactorily.
 - ii) Drinking water, first aid box, for the staff/labour/workers etc. at the working sites.
 - iii) Safety and discipline of the laborers'/workers/ staff employed.
 - iv) Workmen compensation policy/ appropriate insurance policy shall be taken and which should be renewed from time to time to cover entire period of contract.
 - v) Providing protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the laborers/ workers/ staff etc deployed at work site.
 - vi) Minimum wages as made applicable from time to time by Ministry of Labour & Employment, Govt. of India shall have to be paid to the persons engaged by the Contractor against this contract.
- 8.2 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure is incurred by the RSMML on the above items that will be recovered from the contractor's bills/security deposit.
- 8.3 The entire responsibility on account of accident/damage or personal injury which may occur to Contractor's employees shall be exclusively borne by the Contractor and no claim whatsoever shall be entertained by the Company on this account.

9.0 ASSIGNMENT & ADDITIONAL CONTRACTS

The contractor shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Contractor from any liability or obligation under this contract and the Contractor shall be responsible for all acts, defaults and neglects of his agent and employees fully as if those are the Contractor's own acts. The RSMML shall have a right to engage any other contractor for similar or other kind of job as may be deemed necessary by the RSMML.

10.0 RECORDS, REGISTERS, ETC.

The contractor shall have to ensure that its supervisory staff maintains all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorized representative at such place & time as may be directed.

11.0 STATUTORY OBLIGATIONS

- 11.1 The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body. The contractor shall be responsible for payment of any and all contributions, duties, levies and taxes payable now or hereinafter to be imposed by Central or State Government for execution of work under the contract.
- 11.2 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- 11.3 The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary

and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.

- 11.4 If due to the failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms & conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risk etc., shall be recovered immediately from the bills/security deposit etc. of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

12.0 COMPANY NOT LIABLE TO PAY COMPENSATION :

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

13.0 NO CLAIM IF WORK IS ABANDONED OR POSTPONED :

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

14.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

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

- 14.2 Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by them. Such amendment shall be deemed as part of the agreement.

15.0 LIABILITY FOR ACCIDENT TO PERSONS

- 15.1 Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, "Mines Act" the following shall also apply to the Contractor.

- 15.2 On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

16.0 WAIVER

Any waiver by Company of any breach of the terms and condition of the contract shall not constitute waiver of any subsequent breach of the same.

17.0 SUSPENSION OF WORK

Head of the SBU & PC Rock Phosphate of RSMML may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at such time and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Head of the SBU & PC Rock Phosphate of RSMML to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Rock Phosphate of RSMML.

18.0 BREACH, DEFAULT & TERMINATION OF CONTRACT

- 18.1 The contract may be terminated without any notice by the Company, if the Contractor fails to commence the work within 07days from the receipt of the LOI/work order. In such an eventuality the Earnest Money and/or Security Deposit of the Contractor shall be forfeited.
- 18.2 If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate of RSMML and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.
- 18.3 If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub-clause.
- 18.4 The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of penalty for shortfall quantity, shall have the right to terminate the contract after giving fifteen days notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.
- 18.5 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 18.6 In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding

with his creditors or assignees the contract in favor of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

- 18.7 On occurrence of three defaults in a year in making payment to the workers/labours/staff, etc., by due date as per terms of this tender, the contract may be terminated by the RSMML without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.
- 18.8 Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 60 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing up to date of termination.

19.0 COMPENSATION

- 19.1 For any delay in commencement of work by the contractor, compensation @ 0.5 % of the total contract value on weekly basis shall be recovered. In the event the compensation exceeds 2% of annual contract value, then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company
- 19.2 For any delay in providing timely service by the contractor to the satisfaction of RSMML as specified in **Section-IV** Special Condition of Contract clause 3.1 "Time schedule for work", compensation shall be recovered as below:
Rs 500 / per machine per day for the period water cooler / air conditioner / fridge is out of order for more than seven working days after intimation to contractor.
- 19.3 Total recoverable compensation shall be up to 10% of the contract value.
- 19.4 In case the delay is more than ten days RSMML will have the full liberty to get the work done through alternative agency at the risk and cost of the contractor. In such case, the difference in rates shall be recovered from the future/unpaid bill of the contractor.
- 19.5 The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor, at the discretion of the RSMML.
- 19.6 The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- 19.7 Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

19.8 GST on compensation in addition to above compensation will also be charged as per prevailing GST rules.

20.0 FORCE MAJEURE

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to notice/s from the Directorate of Mines Safety Office, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

21.0 IDEMNITY

21.1 The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract. The Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

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

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

22.0 DISPUTE & JURISDICTION

21.3 The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of RSMML shall be final and binding.

21.4 The contract shall in all respects to be and shall be construed as an Indian contract and comply in conformity with Indian laws, and shall be subject to the jurisdiction of courts at Udaipur in the State of Rajasthan and no other courts outside Udaipur in India shall have jurisdiction to try any suit or proceedings or petitions and or any other matter pertaining to, connected with and/or ancillary to this contract.

21.5 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION IV

SCOPE OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT

1.0 SCOPE OF WORK

Scope of work for AMC of Air Conditioners, Water Coolers & Fridges at Jhamarkotra Rock Phosphate Mines (including Industrial Beneficiation Plant) generally shall include the followings:

- i.) Maintenance of air conditioners, water coolers, fridges etc. at site, for trouble free running of the equipment / machines during the contract period which also includes replacement of faulty parts, cleaning of tanks etc.
 - A) Routine AMC Services (Twice in a year)

Routine maintenance services shall include at least the following services:

 - a. Cleaning of filter.
 - b. Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control etc.
 - c. Checking air flow through the supply air grill, return air grill, condenser
 - d. Checking operation of drive motors and fans
 - e. Charging of Refrigerant Gas during the period of Contract if need arises.
 - f. Cleaning the condenser and evaporator coils as required.
 - g. Greasing of blower motors and all moving parts as required.
 - B) Break Down maintenance (whenever required)

You will depute your technician / mechanic to this office immediately on receipt of our complaint (over telephone / written). Work shall be completed within time schedule mentioned in Clause 3.1 “**Time Schedule for work**” of Section IV.
- ii.) All tools and tackles including testing equipment required to carry out the job shall have to be arranged by the contractor.
- iii.) All materials like nuts, bolts, washers, terminal clips/thimbles, cotton, kerosene oil, petrol cleaning agent, compressor oil, lubricating oil, liquid soap and any other item required for maintenance shall be under the scope of the contractor.
- iv.) Spare parts are to be brought into mines after making its entry at main gate.
- v.) You will maintain a register / job card and get it signed by the concerned official after attending the complaint. Photocopy of such records shall accompany with the bills.
- vi.) In case of replacement of components, the defective components will have to be returned to the Engineer Incharge with proper record. However if new compressor is replaced in any machine then the old removed compressor from the machine shall be retained by you. All the items / spares which are to be brought to the mines and replaced should be got entered at main gate vide challan / letter head.
- vii.) All works shall be carried out following all safety norms / rules and statutory regulations.
- viii.) Stoppage of leakages from the water tank of water coolers wherever possible shall be the responsibility of the contractor.

The quantum of work is indicated in L-1 Determination Sheet. The quantity indicated in L-1 Determination Sheet is indicative only and actual quantity may differ as per the work requirements and shall be covered in the scope of work.

2.0 SPECIAL CONDITIONS:

2.1 Applicability:

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

2.2 Besides the scope of work described in the above para at clause 1.0, the scope of work for the Air Conditioners, Water Coolers, Fridges etc. is inclusive of but not limited to the following.

- b) Application of genuine spares duly approved by the Engineer Incharge before replacement/fitting etc.
- c) Spare parts are to be brought into mines after making its entry at main gate.
- d) Maintenance of Log Books /servicing/repairing job taken over machines, separate job cards for each machine, record of the date of servicing, job carried out, spares replaced. Maintenance of record of all the materials taken out of the mine premises for repair/replacement as well as supplied by them with complete detail.

3.0 Special Conditions Applicable for maintenance of Air Conditioners, water coolers, fridges:

- a) Only standard and genuine spares parts and materials as of make approved by the Engineer Incharge shall be used for smooth running of machines.
- b) At the time of blasting, if any, the area of blasting, have to be vacated.
- c) The spares supplied and fitting work carried out by the contractor shall be guaranteed for a period of six months from the date of completion of the work.
- d) In case of replacement of components, the defective components will have to be returned to the Engineer Incharge with proper record. However if new compressor is replaced in any machine then the old removed compressor from the machine shall be retained by the Contractor. All the items/spares which are brought to the mines and replaced should be got entered at main gate vide challan / letter head.

3.1. **Time Schedule for work:** The contractor will ensure the time schedule for servicing, repair and maintenance of machines and the work shall be done as per the priorities and time schedule given by the Engineer In-charge.

You will depute your technician / mechanic to this office immediately on receipt of our complaint (over telephone / written). All minor repairs shall be completed within 72 hours and major repair involving compressor repair / replacement, gas filling, motor winding of fan, motor etc. shall be completed within 7 working days of approval from EIC.

Note: If any machine remain out of order after 7 working days compensation shall be recovered as per compensation clause No. 19 of Section-III "General Conditions of Contract".

3.2. **Insurance:** Before commencement of the work the contractor shall have to ensure that all the employees are covered by workmen compensation / suitable insurance against any injury or death during execution of the contract.

3.3. The insurance policy should be continued till the completion of the contract period. The contractor will produce copy of the policy of the said insurance before commencement of work to the Engineer Incharge. It is expressly understood that the risk, cost and consequences of the failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his/their account. RSMML will not have any responsibility or liability thereof.

3.4. **Shifting:** Shifting being a part of maintenance during operational or off season period because of the following reasons:-

- a) Replacement due to breakdown
- b) Change of location
- c) Repairs
- d) For reinstallation after repairs

The contractor is responsible for necessary shifting as per requirement. The vehicle shall be provided by RSMML, if required for the above purpose.

4.0 Wages:

4.1 The contractor shall strictly observe the provisions of wages as per the minimum wages act. It is in the interest of the work that the tenderer also acquaint himself with the present working environment viz. prevailing wages, industrial relations etc. at Jhamarkotra Mines.

4.2 If the contractor fails to pay to the workers/staff/laborers' any dues, the RSMML may make arrangements for payment thereof after giving 15 days' notice to the contractor and deduct the amount along with the expenses from its bills and/are from its security or in such other manner, as may be deemed fit by RSMML

5.0 Criteria for L-1 tender:

The lowest bidder shall be determined on the basis of lowest total offered price in "BOQ"

6.0 WITH HOLDING PAYMENTS TO TENDERER AND COMPANY'S RIGHT ON MONEYS DUE TO THE TENDERER.

Progressive payments at any time may be withheld or reduced if, in the opinion of the Company the Tenderer is not diligently and efficiently endeavoring to comply with the terms of the contract of if the Tenderer fails to pay his labour, for material and other bills as they become due. The Company shall in no way be responsible for such withholding of payments.

The Company shall have right on all amounts that may become due and payable to the Tenderer under this or any other contract or transaction of any nature whatsoever between the Company and the Tenderer and the security deposit, bank guarantee etc furnished by him under the contract for or in respect of any debit or sum that may become due and payable to the Company by the Tenderer either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the Tenderer , unless the Tenderer pays and clears the claim in full immediately on demand in cash to the Company.

7.0 RIGHT TO REVIEW PERFORMANCE

The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.

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 Tenderer from the security deposit or any sum due to the Tenderer from the company.

8.0 RISK & COST

8.1 In the event of failure on the part of the Tenderer to execute the work as per time schedule the company shall be entitled to engage/hire/deploy other agencies at the risk and cost of the Tenderer.

8.2 The amount of such expense/ damages shall be adjusted by the company from the bills of the Tenderer and any other amount payable to the Tenderer under this contract. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the Tenderer for non fulfillment of the contractual obligations.

9.0 CLOSING OF THE CONTRACT

On completion of the work, the Contractor shall submit his/its last quarterly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Engineer-in-Charge for his satisfaction are required to be submitted to the Engineer-In-Charge. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor, Details of PF deposited by the contractor as applicable, No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract, Indemnification Bond on Rs. 100/- Non Judicial stamp paper. Stamp paper must be in the name of party.

Undertaking

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

For and on behalf of the tenderer/ Tenderer
(Authorized Signatory)

Seal & Dated

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD. UDAIPUR (A Government of Rajasthan Enterprise)

FORM "A"

Tender No.
Name of the Tenderer

GENERAL INFORMATION ABOUT THE TENDERER

1.	Name & full address of the tenderer with telephone/fax numbers etc.	
2.	Name of the Authorized contact person	
3.	Whether Individual, Firm or Company	
4.	Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)	
5.	Name of Partners/Directors	
6.	Turnover (in Rupees)	
7.	Name & Address s of Banker(s)	
8.	PAN No,	
9.	GST Registration No.	
10.	PF Account number	
11.	If the tenderer is in any other business, please specify.	
12.	Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate	
13.	Others (specify)	
14.	Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch	

We hereby agree to abide by all the terms & conditions of the said tender notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Signature of tenderer with office seal
(Indicate capacity of the tenderer)

Place

Proprietor/Partner/Manager/Director

PART – I (Technical Bid)

FORM “B”

Name of work: “Annual Maintenance of Air Conditioners, Water Coolers, Fridges etc. at Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)

NIT No. : RSM/Phos/IBP/01/21-22 dated 28/01/2022

Pre-qualifying criteria – (Turnover :)

Year	Turnover (Attested copy of CA certified Balance Sheets of last three financial years & other appropriate proof i.e. Form -16 are enclosed.)
2018-19	
2019-20	
2020-21	

Pre-qualifying criteria – (Experience :)

DETAILS OF EXPERIENCE OF THE TENDERER

Description of Similar works	Quantum of Work	Period of work	Gross Value (in Rupees)	Name of company worked with

Name & Signature of Tenderer
with seal

(Signature of the Tenderer with Seal)

Note: Please attach documentary evidence such as attested copies of work orders, completion certificates etc. in support of above details.

DECLARATION

(On the letter head of the tenderer firm)

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

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

Signature with name & seal

Date

Place

(On the letter head of the tenderer)

FORM"D"

EXCEPTIONS AND DEVIATION

Tender No-
Name of the tenderer.

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

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

(Signature of the tenderer with Seal)

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

Name of work: “Annual Maintenance of Air Conditioners, Water Coolers, Fridges etc. at Jhamarkotra Mines of SBU & PC: RP, of RSMML”, Udaipur (Rajasthan)

E-NIT No. : RSM/Phos/IBP/01/21-22 dated 28/01/2022

Contract Period: 24 Months

S. No.	Item Description	Qty.	Unit	Basic price in Rs. per Nos.	IGST in Rs. per Nos.	CGST in Rs. Per Nos.	SGST in Rs. Per Nos.	Any other taxes in Rs. Per Nos.	Total Amount with out taxes in Rs.	Total Amount with axes in Rs.
1	Rates for AMC for Maintenance of Air Conditioners, Water Coolers & Fridges									
1.01	Annual service charges for the maintenance of centrally cooled Ductable split Air Conditioners type having 10.4 T capacity (Daikin make “FD125”)	03	Nos.							
1.02	Annual service charges for the maintenance of Panel Air Conditioners type having 4500 Watts capacity (Advance Cooling make “Turbo 4500 Watts”)	04	Nos.							
1.03	Annual service charges for the maintenance of Air Conditioners , Window / Split type having 1.5 T capacity (Hitachi, Godrej , Voltas , Blue Star or Any other make)	37	Nos.							

1.04	Annual service charges for the maintenance of Water Coolers (Voltas , Usha , Any other make)	22	Nos.							
1.05	Annual service charges for the maintenance of Fridges 165 Litres /190 Litres / 210 litres.	08	Nos.							
2	Rates for Reprocessing of system and installation of machine (leak testing, dehydrating the system, gas charging, including of cost of refrigerant, brazing etc. and operational testing of following machines									
2.01	Air conditioners 10.4 T, Ductable Split type	01	Nos							
2.02	Air conditioners 4500 Watts, Panel AC type	01	Nos							
2.03	Air conditioners 1.5T, Window type	02	Nos							
2.04	Air conditioners 1.5T, Split type	09	Nos							
2.05	Water coolers	07	Nos							
2.06	Fridge	03	Nos							
3	Supply and charges of replacement items for Window / Split ACs (1.5 Tons)									
3.01	Run Capacitor(KEIL, Usha, Asian etc. make) 440 V AC of required capacity 36 mfd	02	Nos							
3.02	Run Capacitor(KEIL, Usha, Asian etc. make) 440 V AC of required capacity 25 mfd	02	Nos							
3.03	Run Capacitor(KEIL, Usha, Asian etc. make) 440 V AC of required capacity 18 mfd	02	Nos							
3.04	Run Capacitor(KEIL, Usha, Asian etc. make) 440 V AC of required capacity 30 mfd	02	Nos							

3.05	Start capacitor(KEIL, Usha, Asian etc. make) 440 V AC of required capacity 80-100 mfd	02	Nos							
3.06	Start capacitor(KEIL, Usha, Asian etc. make) 440 V AC of required capacity 100-120 mfd	02	Nos							
3.07	Selector Switch Rotary type	02	Nos							
3.08	Selector Switch Piano Type	02	Nos							
3.09	Control knobs	02	Nos							
3.10	Thermostat (Renutrol, Danfoss , Usha make)	08	Nos							
3.11	Overload Protector of required size	08	Nos							
3.12	Condenser fan blade for AC	02	Nos							
3.13	Air Blower for window AC	01	Nos							
3.14	Air Blower for Split AC	06	Nos							
3.15	Blower Motor for Split AC	10	Nos							
3.16	Combination/Starting Relay	04	Nos							
3.17	Air filter for AC(Washable type)	04	Nos							
3.18	Liquid line strainers	02	Nos							
3.19	Capillary tube of required size per ft.	01	Nos							
3.20	Motor mounting bushes	02	Nos							
3.21	Compressor mounting bushes	02	Nos							
3.22	Fan Capacitor (KEIL, Usha, Tesla, Asian etc.) of required size 440 Volt AC 6 mfd	02	Nos							
3.23	Fan Capacitor (KEIL, Usha, Tesla, Asian etc.) of required size 440 Volt AC 4 mfd	02	Nos							

3.24	Fan Capacitor (KEIL, Usha, Tesla, Asian etc.) of required size 440 Volt AC 2 mfd	02	Nos							
3.25	Rewinding of Fan motor 1.5T Window type AC	01	Nos							
3.26	Rewinding of Fan motor 1.5T/2T Split type AC	01	Nos							
3.27	Rebushing and shaft replacement of fan motor of 1.5T Window type AC	01	Nos							
3.28	Rebushing and shaft replacement of fan motor of split type AC	01	Nos							
3.29	Evaporator coil for 1.5T AC for all makes	01	Nos							
3.30	Copper pipe(per meter) 1/2 inch dia	02	Mtrs							
3.31	Copper pipe(per meter) 1/4 inch dia	02	Mtrs							
3.32	Copper pipe(per meter) 3/8 inch dia	02	Mtrs							
3.33	Front Grill for Window AC	01	Nos							
3.34	Replacement of compressor of 1.5T AC by new compressor of carrier/Kirloskar/Te cumseh/Voltas /Hitachi / reputed make along with manufacturers guarantees/warrantees	06	Nos							
3.35	PCB for split AC	06	Nos							
3.36	Complete Indoor Unit of Split AC 1.5 Ton	02	Nos							
4	Supply and charges of replacement items for Daikin make Ductable split ACs "FD125" of 10.4 Tons capacity									
4.01	Replacement of compressor by new compressor along with manufacturers guarantees/warrantees (DAIKIN PART NO. S1757587)	01	Nos							

4.02	BLOWER DAIKIN PART NO. S1777644	01	Nos							
4.03	MOTOR DAIKIN PART NO. S1777675	01	Nos							
4.04	ASSY. COIL TUBING DAIKIN PART NO. S1777769	01	Nos							
4.05	CONTROL MODULE DAIKIN PART NO. S1778212	01	Nos							
4.06	CONTACTOR DAIKIN PART NO. S1789623	01	Nos							
4.07	ASSY. COIL LEFT DAIKIN PART NO. S1789786	01	Nos							
4.08	ASSY. COIL RIGHT DAIKIN PART NO. S1789801	01	Nos							
4.09	MOTOR DAIKIN PART NO. S1757828	01	Nos							
4.10	FAN PROPELLER DAIKIN PART NO. S1777389	01	Nos							
4.11	PRESS SWITCH DAIKIN PART NO. S1778306	01	Nos							
4.12	PRESS SWITCH DAIKIN PART NO. S1778313	01	Nos							
4.13	PHASE PROTECTOR DAIKIN PART NO. S1778298	01	Nos							
4.14	CONTACTOR DAIKIN PART NO. S1789825	01	Nos							
4.15	ASSY. Terminal Board DAIKIN Part No. S1789832	01	Nos							
4.16	Run Capacitor of required capacity	01	Nos							
4.17	Start capacitor of required capacity	01	Nos							
4.18	Thermostat	01	Nos							
4.19	Filters	01	Nos							
4.20	Motor mounting bushes	01	Nos							

4.21	Compressor mounting bushes	01	Nos							
4.22	Fan Capacitor of required size	01	Nos							
4.23	Rewinding of Fan motor	01	Nos							
4.24	Rebushing and shaft replacement of fan motor	01	Nos							
4.25	Grills for outdoor unit	01	Nos							
5	Supply and charges of replacement items for Panel ACs of 4500 Watts capacity (Make-Advanced Cooling Turbo-“4500W”).									
5.01	Run Capacitor of required capacity	01	Nos							
5.02	Start capacitor of required capacity	01	Nos							
5.03	Selector Switches	01	Nos							
5.04	Control knobs	01	Nos							
5.05	Thermostat	01	Nos							
5.06	Overload Protector of required size	01	Nos							
5.07	Condenser fan for “KANBOW make fan motor Model: YDWF74S4-470N-400T-1 Phase”	01	Nos							
5.08	Condenser fan blade for “KANBOW make fan motor Model: YDWF74S4-470N-400T-1 Phase”	01	Nos							
5.09	Evaporator fan motor Eltek 1/6 HP, 2800 RPM, 230 V, 50 Hz double shaft	01	Nos							
5.10	Evaporator fan blade for “Fan motor Eltek 1/6 HP, 2800 RPM, 230 V, 50 Hz double shaft”	01	Nos							
5.11	Air filter for AC (Washable type)	01	Nos							
5.12	Liquid line strainers	01	Nos							
5.13	Capillary tube of required size per ft.	01	Nos							
5.14	Motor mounting bushes	01	Nos							
5.15	Compressor mounting bushes	01	Nos							
5.16	Fan Capacitor required size 440 Volt AC	01	Nos							

5.17	Rewinding of Fan motor	01	Nos							
5.18	Rebushing and shaft replacement of fan motor	01	Nos							
5.19	Evaporator coil	01	Nos							
5.20	Condenser Coil	01	Nos							
5.21	Front Grill	01	Nos							
5.22	Replacement of compressor with manufacturers guarantees/warrantees, MAKE: EMERSON, MODEL: CR22 K6M PF1-131 (230 VAC/50 HZ), Refrigerant: R22	01	Nos							
6	Supply and charges of replacement items for Water Coolers									
6.01	Thermostat(Renutr ol, Danfoss, Usha/ reputed make)	07	Nos							
6.02	Overload relay assy.	06	Nos							
6.03	Overload protector	06	Nos							
6.04	Combination /Starting Relay	06	Nos							
6.05	Fan Motor Capacitor 3.15 mfd	02	Nos							
6.06	Fan Motor Capacitor 1.5 mfd	02	Nos							
6.07	Condenser fan blade for 1/32 HP fan motor	02	Nos							
6.08	Condenser fan blade for 1/16 HP fan motor	02	Nos							
6.09	Condenser fan blade for 1/32 HP fan motor(without ring)	02	Nos							
6.10	Rewinding of fan motor of water coolers of any make	01	Nos							
6.11	Rebushing and shaft replacement of fan motor	02	Nos							
6.12	Condenser coil	01	Nos							

6.13	Replacement of compressor of water cooler by new compressor of Water cooler by new compressor of reputed make along with manufacturer's warrantee	04	Nos							
6.14	Float valve of water tank of water cooler as per original make and type	05	Nos							
6.15	Steel tap of water coolers as per original make/type	01	Nos							
6.16	Supply and installation of new fan motor	05	Nos							
7	Supply and charges of replacement items for Fridges									
7.01	Rebuilding of compressor of any make	1.000	Nos							
7.02	Replacement of compressor by a new compressor of original / reputed make	1.000	Nos							
7.03	Thermostat	2.000	Nos							
7.04	Starting Relay	2.000	Nos							
7.05	Bulb	1.000	Nos							
7.06	Door Switch	1.000	Nos							
7.07	Fridger	1.000	Nos							
7.08	Door gasket	1.000	Nos							
7.09	Condenser Coil	1.000	Nos							
GRAND TOTAL										

Note:

1. The rates quoted above are for scope of work detailed in tender document. All statutory deductions as applicable shall be made from bills
2. The quantities mentioned are tentative and may vary depending on actual execution of work.
3. Bill/ invoice for service is required to show applicable Goods & service tax separately.
4. All works required to be done for efficient running of the machine shall be in the scope of the contractor.
5. After reprocessing of the system the job shall be guaranteed for satisfactory workmanship and no leakage for a minimum period of six months from the date of completion of repairs. Any defect found during this guarantee period shall have to be rectified free of cost.
6. All spare parts supplied and repair work including repair of compressor etc. shall remain under warrantee for a period of six months.
7. **Interested Bidders has to compulsory offer price for all items and price should be non zero.**

Signature of the tenderer with seal

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank 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 Banker:

- 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 fulfillment 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 Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, _____ HEREBY _____ SON
OF _____(designation) _____(branch) constituted attorney of the said bank
have set my signatures and bank seal on this guarantee which is being issued on non-judicial
stamp of proper value as per Stamp Act prevailing in the state of
_____executed at _____ this the _____ day of
_____2019.

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.

- a. 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:
 - b. have controlling partners/shareholders in common; or
 - c. receive or have received any direct or indirect subsidy from any of them; or
 - d. have the same legal representative for purposes of the Bid; or
 - e. 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:

11. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
12. 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.
13. 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.
14. 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.
15. 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) Office 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.....

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:

- (e) 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.
- (f) 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
- (g) 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.

ANNEXURE "E"

AFFIDAVIT

Affidavit for PF declaration in support of tender (to be typed on non-judicial stamp paper of Rs. 50/-) for those who do not have the PF registration no.

I S/o aged
..... Years Resident
of.....On behalf of the tenderer i.e.
M/s..... Hereby take oath and state as under:

- 2) That I/We have submitted a tender for
- 3) That I/We have gone through the terms & conditions of the tender document.
- 4) 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)
- 5) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

**Note: Original Notarized affidavit shall be sent to the office of
.....along with Tender fees, processing fees and EMD.**

AFFIDAVIT

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

e-Tender No. **RSMML/Phos/IBP/01/21-22 dated 28/01/2022**

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

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

Signature of Tenderer(s)

With Seal

Date:-----

Place:-----

Note: Original Notarized affidavit shall be sent to the office of along with Tender fees, processing fees and EMD.

FORM OF BID-SECURING DECLARATION
(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Bid No.: Ref: e-Tender No. **RSMM/Phos/IBP/01/21-22 dated 28/01/2022**
Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order with in the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]