



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

TENDER DOCUMENT

For

**“Security works on contract basis at various Offices/Nodal points
of RSMML in Udaipur region”**

E-TENDER NO. RSMM /CO/GGM (CONT)/Cont-31/18-19 dated 11.03.2019

Issued by

GM (Contracts)

Corporate Office, 4 – Meera Marg, UDAIPUR – 313001

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

Period of downloading of Tender: From 11.03.2019 To 03.04.2019 up to 1.00 pm

Last Date & Time of Receipt of online Tender: Dt 03.04.2019 up to 3:00PM

Date of online Opening of Techno-commercial (Part –I): Dt 04.04.2019 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)2527211,2428763-67,
Fax :0294- 2428768,2428739



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001 ,

Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739

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

Ref. no :-e-tender no. RSMM/CO / GGM(Cont)/Cont-31 /2018-19 Dated: 11.03.2019

E-DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Period of contract	Earnest Money (Rs.)
Security works on contract basis at various Offices/Nodal points of RSMML in Udaipur region.	Two Years	89,520/-
Cost of tender document is Rs. 1180/- inclusive of GST, payable by D.D. in favour of "RSMM Ltd, Udaipur"		
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of tender documents	From 11.03.2019 to 03.04.2019 up to 1.00 pm.	
Last Date & Time of online Submission of offer	Dated 03.04.2019 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 04.04.2019 at 3.30 pm at C. O. Udaipur	

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

- The Tenderer should have minimum turnover of Rs 11.19 Lacs in any one of the immediate preceding three financial years i.e., 2015-16, 2016-17 & 2017-18 in its own name.
- The tenderer should possess valid license issued by controlling authority, Govt. of Rajasthan to run the business of private security agency in the state of Rajasthan.

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

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 uploaded 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 online submission of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. 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.

General Manager (Contracts)

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

- 1.0 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.1 "**Alteration/Variation order**" means, any order given in writing by the Officer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 1.2 "**Approved**" shall mean approved in writing by the Company/Officer-In-Charge.
- 1.3 "**Appointing Authority**," wherever the expression is used shall mean the Managing Director of the Company.
- 1.4 "**Commencement of work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 1.5 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.6 "**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 per person basis.
- 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, drawings, 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 "**Contractor/Agency**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.9 "**Group General Manager (Contract)/General Manager(Contract)**" shall mean the Group General Manager (Contract)/General Manager (contract) of RSMML or his successor in office.
- 1.10 "**ED (Admin)**" shall mean ED (Admin) for Corporate Office, RSMML or his successor in the office so designated by the Company.
- 1.11 "**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.
- 1.12 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.13 "**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.
- 1.14 "**Officer -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 and shall also include the Head of SBU & PC – Rock Phosphate.

- 1.15 "**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.
- 1.16 "**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.
- 1.17 "**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 Officer-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 or regulation codes.
- 1.18 "**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.
- 1.19 "**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 Phosphate Division 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 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
 - 2.9 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.
 - 2.10 No verbal agreement or inference from conversation with any officer or employee of the Company, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
 - 2.11 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.
 - 2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION-III

INSTRUCTIONS TO THE TENDERER

3.0 Instructions to the Tenderer & General Conditions

- 3.1 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.
- 3.2 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 uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- 3.3 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.
- 3.4 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.
- 3.5 The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- 3.6 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy himself in all respect, before the submission of offer.
- 3.7 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

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

3.9 **Tender Procedure**

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

3.10 **Tender Document Fee**

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.11 **e-tendering processing charges**

- i. 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 GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- ii. The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- iii. 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.
- iv. Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

3.12 **ONE BID PER TENDERER**

Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

3.13 **COST OF BIDDING**

The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

3.14 **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

- i. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- ii. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- iii. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- iv. Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- v. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

3.15 **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- i. Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- ii. The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- iii. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

3.16 **ADDENDA/CORRIGENDA**

- i. Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- ii. Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

3.17 **CURRENCIES OF THE BID AND PAYMENT**

The unit rates and prices shall be quoted by the tenderer entirely in Indian Rupees.

3.18 SUBMISSION OF TENDERS

The tenders shall be submitted online as prescribed above in the tender document. The “**Techno – commercial Bid**” should contain the following:

- i. Earnest Money Deposit in the manner specified in the tender document
- ii. Power of Attorney in favour of the authorised representative signing the tender, as required.
- iii. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/Notary public/gazetted officer as the case may be. In case the tenderer /contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iv. Copy of PAN card & GST Registration certificate.
- v. C .A. certified audit Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- vi. Copy of valid license issued from controlling agency as per PQ criteria of tender document.
- vii. “Exceptions & Deviations statement” to be submitted by the tenderer as per tender format
- viii. Provident Fund Account Number of establishment and its effective date.
- ix. Duly attested copies of all such other documents as referred in the tender document.
- x. Undertaking as per annexure B,E of tender document.
- xi. Attested copy of Registration in Rajasthan Contract labour(Regulation abolition) Act 1970
- xii. Attested copy of certificate of registration in Rajasthan Shop & Establishment act 1958.
- xiii. Attested copy of registration in Employee state insurance act, 1948.

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

PART-II Price Bid’ (BOQ)

3.20 The ‘Price Bid’ shall be submitted online in the prescribed BOQ format available at www.eproc.rajasthan.gov.in. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-D,/BOQ for quoting the price offer. 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

3.21 The rates are to be quoted in Rupees as per the price format.

3.22 While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

DEADLINE FOR SUBMISSION OF BIDS

- 3.23 The Company may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

LATE BIDS/Delayed Bid

- 3.24 No bid will be accepted by the Company after the deadline prescribed in NIT due to any reason whatsoever.

OPENING OF THE TENDER

- 3.25 The Techno-Commercial Bid of the offer will be opened as per NIT .
- 3.26 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

EXCEPTIONS AND DEVIATION

- 3.27 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form C. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY

- 3.28 The tenderer must pay Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of “RSMML” and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.29 The earnest money of a tenderer shall be forfeited in the following cases:-
- i. If the tenderer withdraws or modifies the offer after submission of the tender.
 - ii. If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv. If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
 - v. If the work is not commenced within prescribed period.

VALIDITY

- 3.30 Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period

of less than 120 days is liable to be rejected. The tenderer on its own shall not during the said period of 120 days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 3.31 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i. Meets the eligibility criteria.
 - ii. Has been properly signed;
 - iii. Is accompanied by the required securities; and
 - iv. Is substantially responsive to the requirements of the Bidding documents.
- 3.32 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i. Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii. Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
 - iii. Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.33 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.34 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.35 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.36 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

NEGOTIATIONS

- 3.37 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.

- 3.38 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.
- 3.39 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

CORRECTION OF ERRORS

- 3.40 Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:
- 3.41 Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
- 3.42 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- 3.43 Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 3.44 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

- 3.45 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.
- 3.46 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to be rejected and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.47 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 3.48 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

- 3.49 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- The contract agreement shall consist of –

- i. An agreement on non-judicial stamp paper of appropriate value,
- ii. Tender document, along with the addenda/corrigendum, if any.
- iii. Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- iv. Agreed Variation, if any,
- v. Any other document as mutually agreed.

RIGHTS OF COMPANY

3.50 The Company reserves the right –

- i. To reject any or all the tenders, in part or full, without assigning any reason thereto.
- 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.
- iv. To increase / decrease the numbers of security personals and period of contract without any additional obligation on it.
- v. Not to carry out any part of work.
- vi. To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.

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

INTERFERENCE WITH PROCUREMENT PROCESS

3.52 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 bidder documents after being declared the successful bidder, without valid ground, shall, in addition to the recourse available in the bidding documents or the contract be punished under RTTP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

REFUSAL / FAILURE

3.53 In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit .

Section- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 4.4 The successful tenderer shall furnish a Security Deposit of 10% of total contract value within a period of 30 days from the date of issuance of LOA/DLOA . The total contract value will be calculated on the basis of the contract rate of remuneration payable to the contractor for the total period of the contract. S.D. can be submitted through D.D. or Bank Guarantee in the prescribed form as per approved format of Company on non-judicial stamp paper of 0.25% of BG amount subject to maximum of Rs. 25000/- or on appropriate value as per stamp duty act prevailing on the date of issuance of BG. B.G. from Public sector Bank(except SBI), ICICI, Axis, HDFC Bank having branch at Udaipur will only be accepted.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided the Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil 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.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same

period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.

- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

PROVIDENT FUND

- 4.14 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.
- 4.15 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office with their techno commercial offer, failure which the office is liable to be rejected.
- 4.16 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 Officer-In-Charge. PF will be calculated on minimum wages as applicable time to time.

SUB-LETING OF WORK:

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

PATENTS/COPY RIGHT/TRADE MARK

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

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/ EMPLOYEES

- 4.19 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract through bank account.
- 4.20 The contractor shall be liable for payment of the minimum wages rates as per the notification issued from time to time by the Labour Department , Govt., Of Rajasthan. The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 4.21 The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

STATUTORY OBLIGATION:

- 4.22 The Contractor shall be responsible for the payment of any and all contributions, duties, levies payable at present by the Central or State Government authorities except GST, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal

TAXES & DUTIES:

- 4.23 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).
- 4.24 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.
- 4.25 In case of company as a contractor 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. In case other then the company liability of GST is of RSMML under reverse charge.
- 4.26 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.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.27 Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- 4.28 The company shall be fully entitled to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

INDEMNITY

- 4.29 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Officer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.30 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.31 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

WAIVER AND LIABILITY TO PAY COMPENSATION:

- 4.32 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.33 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Officer-In-Charge, otherwise the Officer-

In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Officer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Officer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

4.36 If at any time after the commencement of the work the company shall for any reason or under instructions of any other statutory authority required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Officer-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 derive 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.

COORDINATION AND INSPECTION OF WORK:

4.37 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Officer-in-Charge. The written instructions regarding any particular job will normally be issued by the Officer-in-Charge or his authorised representative. A register shall be maintained by the Contractor in which the Officer-in-Charge after inspection shall write the instructions to be issued by the Officer-In-Charge and these will be signed immediately by the Contractor or his authorised representative by way of acknowledgement.

DISCREPANCIES BETWEEN INSTRUCTIONS:

4.38 Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor

shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

- 4.39 The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall employ and engage to the satisfaction of the Officer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Officer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Officer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- 4.40 Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Officer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Officer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Officer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.
- 4.41 The Contractor shall be responsible for the proper conduct and behaviour of all the staff 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 community or of the properties or occupiers of lands and properties in the neighbourhood 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.

DAMAGE TO PROPERTY:

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

POWER OF ENTRY:

- 4.43 During execution of Contract, if in the opinion of Officer In charge, it is found that :
- i) Contractor has failed to execute the Contract in conformity with contract document
or

- ii) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the Officer Incharge , or
- iii) Contractor has failed to carry on and execute the works to the satisfaction of the Officer Incharge, or
- iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed. or
- vi) Contractor has abandoned the works, or
- vii) Contractor during the continuance of the contract has becomes bankrupt.

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

POWER TO ORDER SUSPENSION OF WORK:

4.45 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days, the company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Officer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider making some ad-hoc /advancing payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

LIENS:

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

CHANGE IN CONSTITUION:

4.47 The Contractor shall obtain prior approval in writing to the company before any change is made in the constitution of the firm/company or induction or retirement of any of the

partners/directors. If prior approval as aforesaid is not obtained then the contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same .

IF THE CONTRACTOR DIES:

- 4.48 Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

COMPLIANCE IN RESPECT OF VARIOUS ACTS

- 4.49 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made thereunder including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company:
- 4.50 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.51 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law. The provisions minimum Wages Act 1948 should be kept in view, while detailing matters regarding wages etc. The Compliance of the provisions of this and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.
- 4.52 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/ compensation by the Contractor to them.
- 4.53 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Officer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and Officering/ mining practices. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

COMPENSATION AND LIABILITY:

- 4.54 The contractor at his cost shall effect insurance for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and

employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.

- 4.55 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Officer-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Officer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Officer in-charge.
- 4.56 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

LIABILITY FOR ACCIDENT TO PERSONS:

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

FORCE MAJEURE:

- 4.59 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office, other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force measure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force measure 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 measure 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.

NOTICES:

SERVICE OF NOTICE ON CONTRACTOR:

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

SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE OFFICER-IN-CHARGE

4.61 Notice and communication addressed to the Company or the Officer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

(a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's ED(Admn)/Group General Manager at Jhamarkotra Mine, Dist. Udaipur and copy to authorised representative at the Corporate Office/Mines/Jhamarkotra Mine, Udaipur, and

(b) In the case of the Officer-In-charge, if dispatched or left at or posted to the address of his/its authorised representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

4.62 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorised partner or his principal officer acting for him on his behalf.

TERMINATION:

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

(a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

(b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

- 4.64 Before determining the contract, as aforesaid, and provided that, in the judgement of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.65 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor, as may be deployed/used for the work,
- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorised or required to be recovered or retained by the Company.
- 4.66 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.67 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

APPEALS:

- 4.68 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 giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

DISPUTE, JURISDICTION

- 4.69 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 the MD, RSMML shall be final and binding.
- 4.70 No courts other than the courts located at Udaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.71 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Section-V

Special Conditions of Contract (SCC)

APPLICABILITY

- 5.0 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.

Chapter 1 - SCC

Special Instructions for the Tenderer

BRIEF DESCRIPTION OF PLACE & WORK:

- 5.1.1 The Corporate Office of RSMML is located at 4, Meera Marg, Udaipur (Rajasthan) Corporate Office and any other office located in Udaipur, Town ship of Goverdhan Vilas, Multi Metal Project, Deri, Nr. Mount Abu about 170 kms or any other area/offices/mines or other location as informed by the Company
- 5.1.2 The Tenderer's must get themselves fully acquainted with the description and volume of the work, location, distance & time required to cover the distance etc. before quoting of their rates. Tenders received shall be deemed to have been submitted after fully acquainting themselves of all the factors, road condition and other peculiar conditions of the work under the contract. The tenderer shall not be allowed to and are not entitled to raise any dispute/objection what so ever or to raise any claim of damage/compensation with regard to the road conditions, timings, stoppage, route, volume of work etc. at any stage/time and/or that the workers employed by him demanding higher rates of wages and that the cost of operation has gone up for any reason/ground what-so-ever.

PREQUALIFICATION CRITERIA

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

- i. The Tenderer should have minimum turnover of Rs 11.19 Lacs in any one of the immediate preceding three financial years i.e., 2015-16, 2016-17 & 2017-18 in its own name.
- ii. The tenderer should possess valid license issued by controlling authority, Govt. of Rajasthan to run the business of private security agency in the state of Rajasthan.

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 uploaded 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 online submission of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. 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 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.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

DEPLOYMENT OF SECURITY PERSONNEL'S

- 5.1.4 In order to provide the security services the contractor on award of work shall provide the required number of security personnel's after submitting necessary details like address proof, age proof, educational qualification etc. at following nodal points. Further contractor will not allow to change the security personnel's without prior permission of officer in-charge :

Sl no.	Details of place/Nodal point
1	Corporate Office
2	MD's Office Cum Residence
3	RSMML Colony at Goverdhan vilas
4	Deri Mines Or Near By Areas At Udaipur.

Besides this during the rest days relieving security guards may also be provided at above nodal points.

- 5.1.5 The Civil Trained security guards should be trained from reputed training center approved by State/Central Govt. or Home guard Centre only. The age of Trained civil guards should be of age below 55 Years and preferably with matriculate qualification.

- 5.1.6 Tenderer should submit an undertaking on non-judicial stamp paper that required number of personnel as mentioned above shall be deployed for work within 30 days from the date of issue of LOA.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

- 5.1.7 The price bids of the techno-commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to overall contract values for the total tendered work. The tenderer with the lowest grand total of amount payable for the total tendered work shall be decided as the successful tenderer i.e. L-1 tenderer.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

- 5.1.8 Following details are required to be furnished by the successful tenderer to the Officer -in-charge at the time of commencement of work at mines;
- 5.1.9 Attested copy of Letter of Acceptance / work order & completion certificate for the work.
- 5.1.10 Details of the personnel proposed to be engaged for execution of the work along with certificates of their qualification & experience and age.

REPORTS

- 5.1.11 The contractor shall furnish the daily statement of attendance of the security personnel's deployed by him in the form of report(s), in the format prescribed by the Officer-In-Charge, on daily basis and/or at specified intervals by the company, to the Officer-In-Charge or to his authorized representative.

Chapter 2 - SCC

Scope of Work

5.2 SCOPE OF WORK

5.2.1 Security services will be required at the following places :

- i. **Corporate Office**
- ii. **MD's Office Cum Residence**
- iii. **RSMML Colony at Goverdhan vilas**
- iv. **Deri Mines Or Near By Areas At Udaipur.**

5.2.2 The successful contractor shall deploy the required number of security personnel's as directed by EIC at various nodal point as detailed above.

5.2.3 Security services will include:-

- i. Providing Security guards at & around above detailed places.
- ii. Security of assets of RSMML against theft pilferage and misappropriation.
- iii. To keep strict watch and ward and vigilance of properties of company i.e. building, and materials, machinery etc. kept within the premises.
- iv. The security personnel will guard the entry and exit in the office premises /offices/ Mines and also prevent theft and pilferage of property at the places of posting.
- v. The security guards will keep away stray animals from the office/colony/sites etc. They will also switch off light, fans coolers, Air Conditioners. etc. after office hours and issue the Visitors Slip and collect back the same from them, duly signed by the concerned, on their departure.
- vi. Any other security arrangement and duties assigned from time to time by the Company.
- vii. The security guards shall not allow any outsider or employee to stay/sleep in office premises/mines in the night and will maintain good status. The security person while on duty should not be found in intoxicated condition. Smoking by them is also not allowed in the premises/duty places.
- viii. Full uniform, lathi, torch & torch cell shall be provided by the contractor from time to time as per the norms prescribed for the Rajasthan Police.
- ix. The contractor shall provide security personnel round the clock including weekly day of rest / leave and paid holidays.

SPECIAL CONDITIONS:

5.2.4 **Maintenance of Registers and Records:** The contractor shall be required to maintain following registers which should be available at duty place/room at all times for inspection:

- i. Incoming & outgoing of Guests/visitors and vehicle register
- ii. Attendance and wages registers for all guards engaged under the contract.
- iii. Any other records and registers required under applicable act to the security agency.
- iv. Any other registers as required by Management.

Eligibility of Security personnel:

5.2.5 The Employees deployed by the security agency should be with smart turn out, physique, mentally alert and should able to read and write in Hindi/ English and having experience of security work along with certificate. The age of security guards offered to be deployed should not exceed 55 years. Proof of age certificate is to be enclosed before deployment of each person.

- 5.2.6 The Employees deployed by the security agency should wear neat & tidy full uniform to be supplied by the agency along with name of security personnel on pocket and shoulder badge. The colour of the uniform should be other than Khaki colour.
- 5.2.7 The security agency's supervisor/officer shall be required to keep liaison with local police authorities. In case of theft /sabotage etc. in the area of supervision the security personnel must put all efforts to catch the culprit and to lodge complaints with police authorities in such instances and take follow up action for recovery of lost material/ equipment etc also to assist local police authorities for the same. In case of any damage, loss, theft etc. due to lapse of security, the cost shall be recovered from the contractor.
- 5.2.8 The Employees deployed by the security agency should be adequately trained having certificate of trained guard/supervisor from organise body of government with such weapons, as may be required, in fire fighting, first aid and fully conversant with use and proper maintenance of such tools/equipment. The Security Service Company should possess a valid license for the same.
- 5.2.9 Before deployment of each security personnel, it will be obligatory on the part of agency to obtain all necessary clearances/permission /license from the concerned authorities as required from time to time and submit to us for our record.

5.2.10 Insurance

Under the insurance scheme the contractor shall be required to get comprehensive insurance plan, **Universal Health Insurance policy/ESI** for all the security guards insured by Insurance Company to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the Management on this account.

Special conditions of contract

- 5.2.11 The personnel deployed by the security agency shall be removed immediately if the company considers such removal necessary on any grounds. The agency shall also immediately remove and personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute either on its own or on the demand of Company after taking written approval from EIC. In case of removal of such personnel no claim shall be maintainable against the company.
- 5.2.12 If the company incurs any expenses on any liability on them in connection with the deployment of the employee of the security agency, the same shall be recovered from the bills of agency.
- 5.2.13 The agency shall ensure that the employees deployed by him are disciplined and do not participate in any activity prejudicial to the interest of the Company / Govt of Raj/Govt of India or any state or union territory.
- 5.2.14 The responsibility of taking appropriate security measure shall be entirely of the Security agency. The Company will be entitled for the compensation against the security agency in case it is established that the theft or loss or damage has been caused due to the negligence of the security agency or any of its employees.
- 5.2.15 The Company shall not provide any residential space for accommodation to agency. However a changing/duty room shall be provided by the Company.
- 5.2.16 The Company shall identify the requirement of personnel and equipment to be deployed by the agency at various nodal points as detailed above. However the present requirement based on past experience is as under:-
- Security guards: 24 numbers.
Supervisor: 01 number.

The company reserve the right to increase or decrease the numbers as specified above & proportionate increase /decrease in payment also.

- 5.2.17 The agency shall take into consideration all levies and statutory taxes excluding GST while quoting their rates.
- 5.2.18 The person employed by the agency for the security of RSMML will be the employees of the security agency and the Company shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Company and the security personnel employed by the agency shall have no right whatsoever to claim employment or other rights from Company.
- 5.2.19 The security staff employed by the agency will not join any union of the Company nor shall they make any claim on service or other matter. They shall also not form any union associated with the Company and shall have absolutely no claim to subscribe or for election in any of the unions of the Company.
- 5.2.20 The Security agency shall be responsible for all injuries and accidents to persons employed by them and in no circumstances Company will lives possible to compensate them under W.C Act.
- 5.2.21 None of the employees of the security agency shall enter into any kind of private work within or outside the premises of Company. Non-compliance with this provision will be deemed to be violation of contract inviting penal action.
- 5.2.22 The agency shall maintain record of major/minor incidents on daily basis and report the same to the EIC/or any other authorized person in this regard.

Chapter 3 - SCC
Period of Contract, Working Hours & Compensation for Failure to Commence the Work and/or Delayed Operation etc.

PERIOD OF CONTRACT

- 5.3.1 Period of contract: The contract for providing security guards shall be for a period of **two** years commencing from the date specified in the DLOA/LOA. The company may extend the period of contract up to a period of one year on the same rate terms & conditions at mutual consent.
- 5.3.2 The above period of two years (24 months) includes the period of 30 days allowed for mobilization that is to be reckoned from the date of issuance of Letter of acceptance/detailed letter of Acceptance.
- 5.3.3 The contractor shall have to execute the work for the contract period from the date of issue of LOA/acceptance of the tender to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Company and/or Officer-In-Charge may from time to time give to the contractor.
- 5.3.4 The Contractor shall depute the required security personnel immediately within this mobilization period.
- 5.3.5 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.

WORKING HOURS

- 5.3.6 The work shall be carried out during such hours and as per such time schedules in conformity with all the terms and conditions of the contract and as may be directed by the company from time to time.

COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR DELAYED OPERATION

- 5.3.7 In case the Contractor fails to commence the work within 30 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis +GST from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of annual contract value then other provisions including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.
- 5.3.8 For the purpose of compensation the total number of man days in a month shall be considered as 630/651 in 30/31 days respectively on the basis of 21 man days daily.
- 5.3.9 In case it is found that the contractor has deployed less than the prescribed number of security personnel's at any day in such event proportionate payment based on number of man days available will be made and in addition to it an amount equal to 150% of such deduction + GST shall also be recovered from the contractor.
- 5.3.10 For the complaint, non-adherence of terms & conditions as specified in the tender document, indiscipline and unsatisfactory operation of security services a penalty of Rs. 2000/- per instance +GST shall be imposed and same shall be deducted from the monthly bill/security deposit and no payment shall be made for same.
- 5.3.11 In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the

company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

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

RIGHT TO REVIEW PERFORMANCE

5.3.13 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.

5.3.14 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 2 days.

RISK & COST

5.3.15 In the event of failure on the part of the contractor to deploy personnel's as per time schedule and required in this behalf by the Company from time to time on any particular day or on any particular shift, the Company shall be entitled to engage/hire/deploy other agencies at the RISK & COST of the contractor. The amount of such expense/damages shall be adjusted by the Company from the monthly bills of the contractor and any other amount payable to the contractor under this contract. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations.

Chapter 4 - SCC

Payments to the Contractor

CONTRACTOR'S REMUNERATION

- 5.4.1 The remuneration to be paid by the Company to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Officer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.
- 5.4.2 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates or rate of remuneration shall be deemed to include and cover the cost of all inputs for the works or otherwise, also all rents and other payments for the works, all equipment, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item of work and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- 5.4.3 The rate of remuneration shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price on any other ground or reason or accounts whatsoever.
- 5.4.4 The agreed rates shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation except as mentioned in the tender document. The rates are inclusive of salary of staff, insurance, duties levies except goods & service tax. It is expressly agreed and understood that the contractor shall not be entitled to raise any claim on account of any other ground whatsoever during the currency of this contract.
- 5.4.5 The rates quoted by the tenderer shall be inclusive of all applicable duties and levies except goods & service tax as on the date of submission of the tender.
- 5.4.6 Any variation in the rate/nature of tax subsequent to submission of tender shall be reimburse to / recover from the contractor on submission of documentary evidence in this regard.
- 5.4.7 Income tax (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall be furnished to the contractor.

PRICE VARIATION

- 5.4.8 The contractor is required to pay at least minimum wages as declared by Labour department Govt. Of Rajasthan from time to time.
- 5.4.9 The prevailing minimum wage declared by Labour department Govt of Rajasthan shall be taken and considered for admissible escalation from time to time increases in minimum wage by Labour Department, Notification (Rajasthan) or as per State Govt./ Finance(G&T) Deptt. Circular 1/2018 dated 30.4.2018.
- 5.4.10 No other escalation on any other ground shall be payable to the contractor except as mentioned in the tender document.

TERMS OF PAYMENT

- 5.4.11 The payment for services under this agreement shall be made on monthly basis. For payment purposes the contractor shall raise the bill on monthly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the Officer-in-charge. The rates as accepted by the Company shall only be considered for billing purpose.
- 5.4.12 The Contractor, on submitting the bill duly verified by the Officer-In-Charge for the work done, is entitled to receive a monthly payment within a period of fifteen (15) 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.
- 5.4.13 The Company shall make payment due to the Contractor by RTGS/NEFT/online transfer/ crossed Account Payee cheque.

CLOSING OF THE CONTRACT

- 5.4.14 Completion of the work, the contractor shall submit his/its last monthly bill as final bill. The last and final bill along with following documents and any other document/information etc. as required by OIC for his satisfaction are required to be submitted to the office in charge.

APPLICATION FOR COMPLETION CERTIFICATE:

- 5.4.15 Month-wise details of work executed by the contractor,
- 5.4.16 A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- 5.4.17 Details of PF deposited by the contractor,
- 5.4.18 Notarized No claim certificate on Rs. 100/- Non Judicial stamp paper 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,
- 5.4.19 Indemnification Bond on Rs. 100/- Non Judicial stamp paper duly notarized.
- 5.4.20 On receipt of this last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

The Engineer-In-Charge shall formally issue completion certificate within **60 days** on receiving application from the Contractor, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the Company.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within **15 days** from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of total amount payable for the work accordingly shall be final and binding on the contractor.

Chapter 5 - SCC **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

(Authorized Signatory)
Seal & Date

TECHNO COMMERCIAL OFFER**RAJASTHAN STATE MINES AND MINERALS LTD.**

(A Government of Rajasthan Enterprise)

UDAIPUR

General Information about the Tenderer

Name and address of Tenderer			
Name of Contact Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	15-16	16-17	17-18
Name & Address s of Banker(s)			
PAN No,			
GST Registration No.	Regn No.	Year	Dt. of regn.
PF Account number	Regn No.	Year	Dt. of regn.
If tenderer is in any other business also Please specify			
Status of registration under the Private security agencies(Regulation)Act, 2005 along with copy of certificate			
Others (specify)			
Bank details of RTGS Complete Bank Account No. IFSC/NEFT Code of Branch Name of Bank &Branch			
Rajasthan Contract Labour(Regulation & abolition)Act, 1970	Regn No.	Year	Dt. of regn.
Employee State Insurance Act, 1948	Regn No.	Year	Dt. of regn.
Rajasthan Shop & Establishment Act, 1958	Regn No.	Year	Dt. of regn.

(Signature of Tenderer with seal)

PART – I (Technical Bid)

e-tender no. RSMM/CO / GGM(Cont)/Cont-31 /2018-19 Dated: 11.03.2019

Pre- qualifying criteria – (Turnover :)

Year	Turnover (C.A. certified/Audited copy of Balance Sheets of last three financial years & other appropriate proof i.e. Form -16 are enclosed.)
2015-2016	
2016-2017	
2017-2018	

Signature of contractor with address.

EXCEPTIONS AND DEVIATION

e-tender no. RSMM/CO / GGM(Cont)/Cont-31 /2018-19 Dated: 11.03.2019

Name of Tenderer/ Contractor _____

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 tenderer(s)
With the seal**

BOQ FORM "D"

PROFORMA FOR 'PRICE BID'/BOQ
(to be submitted strictly online in the BOQ prescribed
format available at www.eproc.rajasthan.gov.in)

e-tender no. RSMM/CO / GGM(Cont)/Cont-31 /2018-19 Dated: 11.03.2019

Providing Security works on contract basis at various Offices/nodal points of RSMML in Udaipur region as per scope of work given in tender document and the period of contract for 24 months.

द्वितीय भाग – दर निविदा

निविदा के लिये मासिक प्रस्तावित दर :-

क्र. सं.	सेवा का नाम	श्रमिकों को देय पारिश्रमिक जो कि प्रचलित न्यूनतम मजदूरी की दर से कम नहीं होगी			सेवा प्रदाता द्वारा श्रमिकों को देय पारिश्रमिक	ईपीएफ दर प्रतिशत	ईएसआई दर प्रतिशत	सेवा प्रदाता का सर्विस चार्ज राशि प्रति व्यक्ति प्रतिमाह	कुल राशि प्रति व्यक्ति प्रतिमाह (योग कॉलम संख्या 5/6+7+8+9)
		श्रमिक की श्रेणी	श्रमिकों की संख्या	न्यूनतम मजदूरी दर प्रति व्यक्ति प्रति माह	न्यूनतम मजदूरी से अधिक देना चहें तो	12 % प्रतिमाह कॉलम संख्या 5/6)	4.75 % प्रति माह कॉलम संख्या 5/6)		
1	2	3	4	5	6	7	8	9	10
1	सुरक्षा प्रहरी का कार्य	अर्धअकुशल	24	5798					
2		कुशल	1	6058					
योग कुल मासिक राशि = Row 1.(कॉलम संख्या 4 x कॉलम संख्या 10) + Row 2.(कॉलम संख्या 4 x कॉलम संख्या 10) +									

Rates to be quoted online in the BOQ format available at www.eproc.rajasthan.gov.in

नोट :- अगर टेंडरर कंपनी है तो वस्तु एवं सेवा कर (जीएसटी).. की दर 18%

- अगर टेन्डरर कंपनी है तो वस्तु एवं सेवा कर (जीएसटी)का अलग से भुगतान आरएसएमएमएल द्वारा टेन्डरर को किया जावेगा। अन्यथा जीएसटी का दायित्व स्वयं आरएसएमएमएल का है रिवर्स चार्ज में एवं आर एस एम एम द्वाारा ही जमा करवाया जायेगा।
- कम्पनी की विभागीय शर्तों एवं वित्त विभाग, राजस्थान सरकार के परिपत्र वित्त विभाग (जीएण्डटी) के परिपत्र सं. 1/2018 दिनांक 30.4.2018 (संलग्न) के दिशा-निर्देशों की पालना करना आवश्यक है।
- निविदा की प्रस्तावित दर अंको व शब्दो मे समान होनी चाहिये। अको व शब्दो में अन्तर होने पर जो भी दर कम हो वह मान्य होगी। दर मे किसी भी प्रकार की कोई कांट छांट/ओवर राईटिंग नही होनी चाहिये, यदि कांट छांट हो गई हो तो उसे निविदादाता द्वारा पूर्ण हस्ताक्षर कर प्रमाणित किया जावे।
मैने/हमने निविदा प्रपत्र के साथ संलग्न सभी शर्तों का ध्यानपूर्वक अवलोकन कर लिया है हमे सभी शर्तें मान्य होने बाबत हस्ताक्षर कर दिये है।

हस्ताक्षर निविदादाता
नाम एवं पता
मोबाइल नं.

निविदा/बोली की विशिष्ट शर्तें

निविदाकर्ता के विशेष दायित्व

राज्य सरकार के परिपत्र एफ.2(1)वित्त/एसपीएफसी/2017 दिनांक 30.04.2018 के अनुसार

- (i) न्यूनतम मजदूरी अधिनियम, 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधानों की अनुपालना का दायित्व संबंधित संवेदक का होगा।
- (ii) राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत संवेदक ही उक्त प्रकार की बोली में भाग लेने हेतु अर्हत होंगे। पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपि पूर्ण रूप से भरे हुए बोली दस्तावेज के साथ संबंधित उपापन संस्था (आर.एस.एम.एम.एल.) को प्रस्तुत की जायेगी।
- (iii) यदि किसी उपापन संस्था (आर.एस.एम.एम.एल.) को अंशकालिक (पार्ट टाइम) मानव संसाधन की सेवाओं की 4 घण्टे से कम अवधि के लिये आवश्यकता हो तो ऐसी अंशकालिक सेवा का बोली दस्तावेजों में स्पष्ट उल्लेख करते हुए संबंधित उपापन संस्था (आर.एस.एम.एम.एल.) द्वारा बिड संबंधी कार्यवाही की जावेगी। ऐसे अंशकालिक मानव संसाधन जिनकी सेवाएं 4 घण्टे से कम अवधि के लिए ली जायेगी उन्हें उनकी सेवाओं के विरुद्ध न्यूनतम मजदूरी की गणना श्रम विभाग द्वारा समय-समय पर निर्धारित न्यूनतम मजदूरी की 50 प्रतिशत राशि पर की जावेगी।
- (iv) संवेदक द्वारा नियोजित श्रमिकों को मजदूरी का न्यूनतम अनिवार्य रूप से उनके बैंक खातों में ही किया जायेगा। संबंधित संवेदक द्वारा नियोजित श्रमिकों के बैंक खाते में जमा कराई गई राशि का विवरण संबंधित उपापन संस्था (आर.एस.एम.एम.एल.) को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत किया जायेगा। श्रमिकों के बैंक खातों में जमा कराई गई राशि के विवरण बाबत उपापन संस्था (आर.एस.एम.एम.एल.) की संतुष्टि होने पर ही संवेदक को आगामी माह के बिल का भुगतान किया जायेगा।
- (v) श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी दर के अनुसार श्रमिकों को मजदूरी के भुगतान करने का दायित्व संबंधित संवेदक का होगा।
- (vi) श्रमिकों को निर्धारित न्यूनतम मजदूरी का भुगतान सुनिश्चित करने के लिये संविदा अवधि के दौरान न्यूनतम मजदूरी दर में श्रम विभाग की अधिसूचना से समय-समय पर वृद्धि होने पर उपापन संस्था (आर.एस.एम.एम.एल.) द्वारा संवेदक को बढ़ी न्यूनतम मजदूरी की सीमा तक अन्तर राशि का भुगतान किया जा सकेगा।
- (vii) संवेदक को राज्य/केन्द्र सरकार की नवीनतम दरों के अनुसार अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ. एवं ई.एस.आई. जमा कराना होगा, जिसमें नियोजित श्रमिकों की मजदूरी राशि से कटौती और संवेदक को अंशदान शामिल होगा। संवेदक द्वारा अपने आगामी माह के बिल के साथ गत माह के पेटे श्रमिकों के ई.पी.एफ. और ई.एस.आई. के अंशदान की राशि नियमानुसार जमा कराये जाने की पुष्टि में संबंधित चालान की प्रति प्रस्तुत किए जाने पर ही संवेदक को आगामी माह के बिल/बिलों का भुगतान किया जावेगा।
- (viii) संवेदक द्वारा प्रत्येक कार्य स्थल पर **Display Boards** लगाये जायेंगे, जिन पर संवेदक का नाम, संविदा अवधि, कार्य की प्रगति, श्रमिकों हेतु हैल्पलाईन नम्बर एवं संवेदक द्वारा न्यूनतम मजदूरी भुगतान नहीं करने की शिकायत करने संबंधी प्रावधान का विवरण स्पष्ट रूप से अंकित किया जायेगा।
- (ix) राज्य में लागू श्रम नियमों के अन्तर्गत अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ. एवं ई.एस.आई. की राशि जमा कराने का दायित्व संवेदक का होगा।
- (x) संवेदक द्वारा श्रमिकों को देय राशि पर वस्तुतः एवं सेवा कर (जीएसटी) की राशि अतिरिक्त रूप से देय होगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी संवेदक की ही होगी। संवेदक द्वारा गत माह में जमा कराये गये वस्तुतः एवं सेवा कर (जीएसटी) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जायेगी। वस्तु एवं सेवा कर (जीएसटी) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति

प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (जीएसटी) का भुगतान नहीं किया जायेगा। उक्त स्थिति में वस्तु एवं सेवा कर (जीएसटी) के संबंध में उत्पन्न होने वाले किसी भी प्रकार के दायित्वों के निर्वहन का उत्तरदायित्व संवेदक का होगा।

- (xi) श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना करने का दायित्व संवेदक का ही होगा। श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये संवेदक स्वयं उत्तरदायी होगा।
- (xii) यदि संवेदक एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबन्धकीय जिम्मेदारी संवेदक की होगी। इसके लिये उपापन संस्था (आर.एस.एम.एम.एल.) का सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिए उत्तरदायी होगा।
- (xiii) नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम, 1974 में निहित प्रावधानों के अनुसार श्रम नियोजित श्रमिकों को हटाने, कार्यमुक्त करने नोटिस वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व संवेदक का होगा।
- (xiv) कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई. करवाने/सामूहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिये उपापन संस्था (आर.एस.एम.एम.एल.) की कोई जिम्मेदारी नहीं होगी।
- (xv) यदि संवेदक द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किए जाने की शिकायत उपापन संस्था (आर.एस.एम.एम.एल.) को प्राप्त होती है तो उपापन संस्था (आर.एस.एम.एम.एल.) इस संबंध में श्रम विभाग को अनिवार्य रूप से सूचित करेगा और नियमानुसार आवश्यक होने की स्थिति में संवेदक को **Debar** कराने की कार्यवाही करेगी।
- (xvi) यदि किसी संस्था द्वारा कार्य की विशिष्ट प्रकृति के मद्देनजर किसी निर्धारित प्रतिशत में कोई अतिरिक्त राशि मानव संसाधन हेतु स्वीकृत करा रखी हो, तो उक्त अतिरिक्त राशि का न्यूनतम मजदूरी में सम्मिलित नहीं करते हुए इसे पृथक से भुगतान हेतु अंकित किया जायेगा। उदाहरण के लिए यदि किसी उपापन संस्था द्वारा अतिरिक्त राशि के रूप में न्यूनतम मजदूरी का 10 प्रतिशत की सक्षम स्वीकृति प्राप्त कर रखी है तो न्यूनतम मजदूरी के ऊपर 10 प्रतिशत का पृथक से भुगतान संवेदक को किया जायेगा। उक्तानुसार विशिष्ट कार्य करने वाले संबंधित श्रमिक को 10 प्रतिशत (न्यूनतम मजदूरी का) अतिरिक्त भुगतान करने का दायित्व संबंधित संवेदक को होगा।
- (xvii) संस्था (आर.एस.एम.एम.एल.) द्वारा संवेदक को कार्य आदेश जारी करने के पश्चात् कार्यादेश की प्रति श्रम विभाग को संबंधित जिला स्तरीय अधिकारी एवं श्रम विभाग मुख्यालय को अनिवार्य रूप से प्रेषित की जावेगी।

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Appeal No. of

Before the(first/second Appellate Authority)

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Ground of appeal:

.....
.....(Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

AFFADAVIT

(on non judicial stamp paper worth Rs50/-)

Tender No..... Name of Tenderer..... I.....S/o Shri.....
.....aged.....Years, resident of..... on behalf of the tenderer i.e. M/s.
.....hereby undertake oath

and state as under:

- 1) I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- 2) I/we have not been banned/suspended/de-listed by RSMML.
- 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/we do hereby declare that required number of personnels as mentioned in tender shall be deployed for work within 30 days from the date of issue of LOA.
- 9) 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 GGM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G _____ Dated _____

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

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

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

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures

of the company's Financial Advisor and/or Executive Director or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF
_____(designation) _____(branch) constituted attorney of the said bank have set my signatures
and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act
prevailing in the state of _____executed at _____ this the _____ day of
_____2018.