



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)  
jkT LFkku LVs/ ekbU , .M feujYI fyfeVM  
(राजस्थान सरकार का उपक्रम)

**SBU-PC LIGNITE**

Khanij Bhawan, 'C' Scheme, Tilak Marg, Jaipur - 302 005  
Phone : (0141) 5113346, Fax: 2227761

Tender No. RSMML/ SBU - PC LIGNITE /Cont./ 2016-17/02

Dated : 07.03.2017

**TENDER DOCUMENT FOR**

**Barbed wire fencing, providing  
and fixing of steel gate at Giral Lignite Mines Office,  
Barmer**

**OFFICE OF  
MANAGER (MKTG./CONTRACTS)**

**RSMML LIMITED, SBU & PC LIGNITE  
KHANIJ BHAWAN  
JAIPUR - 302005 (RAJASTHAN)**

Estimated cost of Work Earnest : Rs. 2,16,231/-:  
Money Deposit : Rs. 4325/-  
Cost of Tender Document : Rs.570/- only (including VAT)  
( Non refundable )

Place of sale of Tender Document : 1. Office of Manager (Mktg./Contract),  
RSMML Limited, SBU & PC Lignite,  
Khanij Bhawan, Tilak Marg, C-Scheme  
Jaipur 302005  
2. Office of the, DGM (MINING)  
Giral Lignite Mines Project , Barmer,

Period of Sale of Tender document : From 07.03.2017 to 28.03.2017 up to 1.00 PM  
(on working days)

Date & Time of Receipt of tender : 28.03.2017 till 3.00 PM .

Date of opening of Technical Bid : 28.03.2017 at 3.30 PM

<b>Registered Office:</b>	<b>Corporate Office:</b>
C-89-90, Jan path Lal Kothi Scheme, Jaipur-302015, Phone 0141-2743734 Fax:2743735	4-Meera Marg, Udaipur-313 001 Phone(0294)242863-67 Fax (0294) 2428770, 2428739



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Tender No. RSMML/ SBU - PC LIGNITE /Cont./ 2016-17/02

Dated : 07.03.2017

### NOTICE INVITING TENDER

Sealed tenders are invited in two bid system (Part – I, Techno Commercial Bid and Part – II, Financial i.e. price bid) from competent contractors for the following work of Construction of barbed wire fencing around Giral Lignite Mines Office, Barmer with providing and fixing of steel gate.

Brief Description of work	Estimated Contract Value	Period of Contract	Earnest Money (Rs.)
<b>Construction of 02 nos. stone masonry pillars, providing and fixing of steel gate [3.5 mtr. X 1.8 mtr., (approximately 250kg.)] and barbed wire fencing (approximately 690.75 mtr. only) around Giral Lignite Mines Office, Barmer as per specification mentioned in "G" schedule based on BSR – 2013</b>	Rs, 2,16,231/-	4 (Four) Months	4325/-
Cost of tender document is Rs.570/- including of VAT payable by DD in favour of "RSMML Ltd., Jaipur."			
Period & Place of sale of documents: from SBU & PC Lignite Office, Jaipur and Giral Lignite Mines Office, Barmer or download from our website.	From 07.03.2017 to 28.03.2017. up to 1.00 PM In case down loaded from website, tender fee to be deposited with the Techno-Commercial Bid.		
Last date & Time of Submission of offer.	Dated 28.03.2017 up to 3.00 PM at SBU-PC Lignite, Jaipur		
Date of Opening of Techno Commercial bid	Dated 28.03.2017 to 3.30 PM at SBU-PC Lignite, Jaipur.		

Pre-Qualification Criteria & other terms and conditions are given in detailed NIT/ tender document for which please visit us on our web site [www.rsmml.com](http://www.rsmml.com) or contact Manager (Mktg./Contract) at RSMML Ltd., Jaipur.

Manager (Mktg./Contract)



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Phone : (0141) 5113346, Fax: 2227761

Tender No. RSMML/ SBU - PC LIGNITE /Cont./ 2016-17/02

Dated :07.03.2017

### DETAILED NOTICE INVITING TENDER

Sealed tenders are invited in two bid system (Part – I, Techno Commercial Bid and Part – II, Financial i.e. price bid) from competent contractors for the following work of Construction of barbed wire fencing around Giral Lignite Mines Office, Barmer with providing and fixing of steel gate.

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Cost of tender document is Rs.570/- including of VAT payable by DD in favour of "RSMML Ltd., Jaipur."			
Period & Place of sale of documents: from SBU & PC Lignite Office, Jaipur and DGM(M) office Lignite Mines Office, Barmer or download from our website.	From 07.03.2017 to 28.03.2017 up to 1.00 PM In case down loaded from website, tender fee to be deposited with the Techno-Commercial Bid.		
Last date & Time of Submission of offer.	Dated 28.03.2017 up to 3.00 PM at SBU-PC Lignite, Jaipur		
Date of Opening of Techno Commercial offer	Dated 28.03.2017 up to 3.30 PM at SBU-PC Lignite, Jaipur.		

The tenderer will be pre qualified on the basis of following qualifying criteria:-a. Tenderer should have minimum turn over of **Rs 1.25 lac** in any one of the preceding three financial years i.e. 2013-14, 2014-15 & 2015-16.

The Tenderer should submit duly attested copies of Audited Balance Sheet and Profit & Loss Account, Income-tax return, Form-16/16-A or TDS Certificate in support of turn-over.

Tenderer shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. Only such pre-qualified tenderer will be informed about opening of the Price Bid.

In case of partnership firm, the experience of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender. However, if the experience of partnership firm is below the requisite criteria, then, the experience of only one partner (whose experience is maximum) may be considered instead of experience of partnership firm, if so requested by the tenderer, Turnover has to be in the name of tenderer & turn over of individual/ Partners/ Directors shall not be considered. It is to be noted that, in case of Company the experience & turn over of the Company shall only be considered.

The tenderer/ bidder who have earlier been suspended or banned or whose contract have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned 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 Fax/ Telex/ E-Mail shall not be accepted.

Manager (Mktg./Contract)

## **SECTION-I**

### **DEFINITIONS:**

- (1) The 'Contract' means the documents, forming the tender and acceptance thereof and the formal agreement executed between the RSMM Ltd. and contractor, together with the documents referred to there in including those conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all those documents taken together, shall be deemed to form one contract and shall be complementary to one another.
  
- (2) In the contract the following expressions shall, unless the context otherwise requires, has the meanings, hereby respectively assigns to them:-
  - (a) The expression 'Work' or 'works' shall unless there be something either in the subject of context repugnant to such construction be constructed and taken to mean the works, by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered substituted or additional.
  - (b) The 'Site' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allowed or used for the purpose of carrying out the contract.
  - (c) The 'Contractor' shall means the individual or firm or company, whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns or such individual or firm or firms or company.
  - (d) The term "Competent Authority" in relation to exercise of any power means the RSMM Ltd.
  - (e) The 'Engineer-in-charge' means the Executive of RSMM who shall supervise and be in charge of the work.
  - (f) Company, shall mean the RSMM Ltd.
  - (g) Chairman, shall mean Chairman of the Company.
  - (h) Managing Director, shall mean the M.D. of the Company.
  - (I) 'Detailed specifications'- This shall mean the specifications for materials and work as specified in PWD/issued under the authority of PWD/or as amplified/ added to or superseded by special specifications.
  - (j) 'Scheduled of Rates'- This shall mean the schedule of rates issued under the authority of PWD from time to time, Words importing the singular number include the plural number of vice versa.

## SECTION - 2

### INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

#### 1.0 SUBMISSION OF OFFERS

- a. TWO PART TENDER: The tender offers are to be submitted in two parts namely “**Techno- commercial Bid**” (Part I) and “**Financial Price Bid**” (Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT number, name of work, Due date, Part I/II of tender (technical/financial) and name & address of the tenderer.
- b. Both these sealed envelopes should be kept in a third envelop, also sealed, addressed to:-  
**Manager (Mkg./Contract),  
RSMML, SBU & PC Lignite, Khanij Bhawan, Tilak Marg,  
Jaipur.**  
This envelop should also be super scribed with the Tender No., Name of the Tenderer with address, telephone numbers etc., and the Due Date, in bold letters.
- c. The sealed offers should be submitted in the office of the  
**Manager (Mktg./Contract),  
RSMML, SBU & PC Lignite, Khanij Bhawan, Tilak Marg,  
Jaipur.**  
on or before the date and time mentioned in the Notice Inviting Tender. The offers (Part I) shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present.

**Tender Offers received late will not be accepted.**

2.0 (a) **Techno Commercial Bid:** - Following documents are to be furnished along with

**Part I** of the Bid.

- i. Covering letter on the letter head of the tenderer with details of Earnest Money Deposit duly filled in.
- ii. Form ‘A’ with General information about the tender.
- iii. One set of the tender documents along with conditions of the contract with all the forms duly filled, except price offer form, and each page duly signed and stamped as token of acceptance of terms & conditions.
- iv. PF Account Number or affidavit on stamp paper of value Rs.50.00 as per Annexure-III.
- v. Demand Draft in favour of Rajasthan State Mines & Minerals Ltd., for requisite Earnest Money Deposit payable at RSMML Jaipur Office.

- vi. Attested copies of Audited Balance Sheet and Profit & Loss Account, Income-tax return, Form-16/16-A or TDS Certificate in support of turn-over.
- vii. A certificate/undertaking that no condition has been separately added with the price bid by the tenderer, MSMED registration number, if applicable to the tenderer and no pendency of legal case with RSMML in the annexure-I &II
- viii In accordance to recent RTPP Rules,2013 following annexure have been attached:-
  - Annexure A : Compliance with the code of Integrity and No Conflict of Interest
  - Annexure B: Declaration by the Bidder regarding Qualifications
  - Annexure C: Grievance Redressal during Procurement Process and Form No. 1
  - Annexure D: Additional Conditions of Contract.

Note- Tenderers are essentially required to submit declaration in format provided in Annexure B.

#### **(b) Financial (Price) Bid**

- i. Rates should be offered as percentage above or below the rates as per PWD BSR 2013 of **Barmer** , listed in the G - schedules forming part of the price bid format.
- ii. Company reserves the right to reject / accept any offer or part thereof as also to split total work amongst more than one bidder, at it's own discretion.

### **3.0 VALIDITY OF OFFERS**

The tender offers should remain valid and open for acceptance, for a period of 180 days from the date of opening of the tenders (price bids). No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the earnest money deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit/ Security Deposit, as the case may be, shall be forfeited.

### **4.0 Earnest Money Deposit**

- a) The EMD is Rs. 4325/-, to be furnished by demand draft/e-payment in favour of RSMML payable at Jaipur.
- b) The Earnest Money Deposit is to be furnished by Demand Draft/ e-payment/pay Order/ Banker's Cheque in favour "**RAJASTHAN STATE MINES & MINERALS LTD.**" payable at Jaipur. This DD/PO/BC should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected/ ignored.

- c) Tenderer, besides above, may furnish EMD through e-payment also to the RSMML account given as under:-

Name of beneficiary	RSMMLTD., JAIPUR	RSMMLTD., JAIPUR	RSMMLTD., JAIPUR
Name of Bank	<b>Axis Bank</b>	<b>ICICI Bank</b>	<b>HDFC Bank</b>
Bank Location	Malviya Nagar, Jaipur	Khanij Bhawan, Tilak Marg, Jaipur	Aditya Tower, New Sanganer Road, Jaipur
Type of	C.D.	C.D.	C.D.
C.D. Account No.	<b>910020036634989</b>	<b>678605000722</b>	<b>18437630000803</b>
IFSC Code	<b>UTIB 0000626</b>	<b>ICIC 0006786</b>	<b>HDFC 0001843</b>

Tenderer is required to submit requisite EMD deposit in the RSMML Jaipur account through e-payment providing a printed copy of as a proof of such bank transaction with reference ID number along with the documents submitted with the tender.

- d) The Earnest Money Deposit shall not bear any interest.
- e) The Earnest Money Deposit of the successful tenderer can also be appropriate towards part Performance Guarantee, if the contractor so desires. The Earnest Money Deposit of the unsuccessful tenderers in the Techno-commercial evaluation shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers, who qualify in the techno-commercial evaluation but not in Price Offers, shall be refunded as early as possible but not until the tender has been finalised.
- f) Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cash, Cheque, Bank Guarantee, FDR's etc.
- g) The Earnest Money Deposit shall be forfeited in the following cases:
- (i) If the tenderer withdraws or modifies the offer during the validity period of the offer.
  - (ii) If the tenderer does not execute the agreement in the prescribed format in the specified time.
  - (iii) If the tenderer provides false information/forged documents /false attestation of documents in the offer or thereafter to claim eligibility/ qualify for the contract.
  - (iv) If the tenderer declines to accept the job offer made by the company, subsequent to acceptance of his/their offer by the Company.
  - (v) If the tenderer makes any changes/modifications in the tender document downloaded **from the web site [www.rsmm.com](http://www.rsmm.com)**.

## 5.0 SECURITY DEPOSIT

- (i) The contractor shall furnish a **Security Deposit @ 10% of the accepted total value** of the contract, through account payee Demand Draft in favour of RSMML, Jaipur within a Thirty (30) days of the issuance of such communication of acceptance of work order for due fulfillment of all or any of the terms & conditions of the contract.



- (ii) The entire security deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the contractor and the contractor has rendered. "No claim and No dues Certificate" to the company.
- (iii) The Security Deposit shall be liable to be forfeited wholly or party at the sole discretion of the Company, should be contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- (iv) 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.
- (v) 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 from security deposit.
- (vi) 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.
- (vii) No interest is payable on S.D. amount.

## 6.0 QUALIFYING CRITERIA

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

- (i) Tenderer should have minimum **turn over** of **Rs. 1.25 Lac** in any of three previous financial years. In support of turn over, tenderer should submit attested copies of audited balance sheet or form-16 A, Income tax return or TDS Certificate. The price bid of only those bidders shall be opened who qualify in Techno-Commercial-Bid as per the above criteria & only qualified bidders will be informed about price bid opening.

## 7.0 DERIVING LOWEST BIDDER : Net value, as per rates offered for items as per the price bid will be the base to work out the lowest bidder.

## 8.0 PROVIDENT FUND

- a) The contractor shall be wholly responsible for complying with the fulfillments 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.
- b) The Contractor who are coming under the purview of the Employee Provident Fund & Misc. Provisions Act (EPF & MP Act) but are not registered should have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- c) The Contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act may deposit the same with the PF Trust of RSMML along with an **additional amount @ 1.15% of the pay** (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. An Affidavit for this purpose is to be furnished on a stamp paper of appropriate value at the time of awarding the contract by those contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the contract Labour (R&A) Act to the effect that
  1. They are not covered under the EPF & MP Act, and
  2. In case the currency of the contract they come under the purview of the said Act than they will get themselves registered with the PF Commissioner and will deposit the PF with the RPFC. Performa of affidavit is enclosed as Annexure-A.
- d) However, each running account bill must be submitted along with the name of the labour / employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour / employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- e) Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

9.0 **PERIOD OF CONTRACT:-** FOUR MONTHS FROM THE DATE OF ISSUE OF Work order.

10.0 Canvassing in any form may lead to rejection of tender.

11.0 **TAXES**

- (i) The contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. applicable now or hereinafter to be imposed by the Central or State Government authorities, 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 agree at his cost 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 Mine 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 his contract by third parties or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.
- (ii) RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- (iii) The contractor shall be responsible for deposition of service tax to the concerned authorities. However RSMML will reimburse the service tax at actual directly applicable to this contract & paid by the contractor and determined on the basis of bills raised by him upon the company, subject to furnishing documentary proof in original regarding payment of service tax deposited by the contractor.

In the case contractor (other than a Body Corporate) is availing any Cenvat Credit or not, the total Service Tax payable & applicable as per the applicable Service Tax Rate (which is 15% at present) shall be paid by the Contractor and M/s. RSMML in ratio of 50% and 50%.

But where the Contractor is a body corporate, then in that case the reverse charge mechanism will not be applicable and the 100% amount of service tax shall be paid by the service provider i.e. contractor and therefore, the same shall be reimbursed by the RSMML subject to submission of documentary proof.

In case of reverse charge mechanism, such 50% Portion of Service Tax payable by the Contractor will be Firstly deposited by the Contractor and later reimbursed by the company subject to submission of documentary proof.

- (iv) Any works tax applicable on the contract which shall be liability and deposited by the contractor.
- (v) The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

## 12.0 **NEGOTIATIONS:**

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

## 13.0 **RESERVE AND RIGHTS**

- i. The Company reserves the right to accept or reject any or all tenders, or to withdraw/scrap this Tender Notice altogether without assigning any reason.
- ii. The Company does not bind itself to accept the lowest offer.
- iii. The company wishes to award all the works together but tenderer is required to give separate rates for each item in the Price Bid. Company reserves the right to split the order amongst more than one tenderers at it's own discretion.

#### **14.0 COMPENSATION**

Completion of the Fencing and other works as specified in the tender document etc., within stipulated time period, is the crux of the contract. In case the work completion is delayed beyond this time period, then for every such delay, compensation @ Rs. 1000 per day will be charged from the contractor for every delayed day. besides such other penal action as may be taken by the Company.

However, delays on account of reasons beyond the control of company or the contractor shall not be covered under this clause.

#### **15.0 RIGHT TO REVIEW PERFORMANCE**

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

15.2 The Company shall have absolute right to determine and ascertain the damages or loses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

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

i) The tenderer, whose bid has been accepted will be notified of; the award by the Company through postal communication or through facsimile confirmed by registered letter/ speed post. This letter (hereinafter and in conditions of contract called the “Letter of Acceptance” will state the sum unit that the company will pay to the Contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract.

ii) The notification of award will constitute the formation of Contract. The execution of agreement as per clause below would be the formalization of agreement that was commenced with the issuance of LOA.

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

- i. 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. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- ii. The contract agreement shall consist of :-
  - a) An agreement on non-judicial stamp paper of appropriate value.
  - b) Signed & sealed tender document, along with the addend/corrigenda, if any.
  - c) Detailed Letter of Acceptance/ Letter of Acceptance./work order.
  - d) Agreed Variation, if any.
  - e) Any other document as mutually agreed.

## **18.0 TERMINATION OF THE CONTRACT:**

- (i) If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract. It shall be open to the Company in its option, by written notice to the contractor:-
  - a) In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
  - b) 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 of 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.

- c) Without determining the contract to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- (ii) Before determining the contract as aforesaid and provided that in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so the Company may be notice in writing call upon the Contractor to cure the default within such time as may be specified in the notice.
- (iii) In the event of the Company proceeding in the manner herein above prescribed-
  - a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor as may be deployed/ used for the work.
  - b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorised or required to be recovered or retained by the Company.
- (iv) 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.
- (v) 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.

## **19.0 FORCE MAJEURE:**

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

## **20.0 DISPUTE & JURISDICTION:**

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

21.0 The contractor shall have no right title or interest in the site made available by the Company for execution of the works, or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien/charge or any kind whatsoever for unpaid bills & will not be entitled to assume or retain possession or control of the site or structure and the company shall have absolute & unfettered right to take full possession of site & to remove the contractor, his employees, agents and materials belonging to the contractor and lying at the site.



- 22.0 The contractor shall be allowed, (his authorised employees, authorized representatives) to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected thereon and the company shall be entitled to terminate such license any time without assigning any reason.
- 23.0 The material including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall unless otherwise expressly agreed, shall exclusively belong to the company & contractors shall have no right/claim over the same and such excavation and material should be disposed off on account of the company according to the instructions in writing issued from time to time by the Engineer-In-Charge.

**24.0 APPEAL BY THE CONTRACTOR:**

If the contractor is not satisfied with any decision or working methods of the local management, then he can submit his representation initially to First Appeal Officer who is Managing Director, RSMML. 4-Meera Marg, Udaipur and subsequently to the Second Appeal Officer who is Mines Department, Government of Rajasthan, Jaipur through payment of prescribed fee and in the prescribed form No.1 (see rule-83)- Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 of annexure-C provided in the tender document.

I/ We have carefully gone through & fully understood all the above terms and conditions of this tender and these are acceptable to me/ us.

**Signature of Tenderer with  
seal**

### Section-3

#### 3.0 SPECIAL/GENERAL CONDITIONS OF CONTRACT

##### DESCRIPTION OF WORK

**(A) Approx. 690.75 mtrs barbed fencing work at around Giral Lignite Mines, Barmer as per specification mentioned in “G” schedule based on BSR -2013 Barmer. Specifications of fencing work “G” schedule based on BSR -2013 Barmer (Rajasthan) are as under:-**

	DESCRIPTION OF WORK	Qty.
1.	150 cm. high fencing with angle iron 50x50x6mm placed at every 3mtr. apart 30 cm. in ground embedded in cement concrete 1:3:6(30x30x45cm.) corner and every tenth post to be strutted with 50x50x6mm angle iron provided with 6 horizontal lines and two diagonals of black barbed wire between two post fitted and fixed with G.I. staples including earth work in excavation etc. complete ( B-97 Item 9.56)	690.75 meter

**(B)**

Sr. no.	DESCRIPTION OF WORK	Qty.
1	Earth work in rough excavation ,banking excavated earth in layers not exceeding 20 cm. in depth, breaking clods watering, rolling each layer with ½ tonne roller, or stone or steel rammers and rolling every 3 <sup>rd</sup> and top most layer with power roller of minimum 8-10 tonne capacity and dressing up in embankment for road, flood banks marginal banks and guide banks or filling up ground depressions, lead up to 50 mtr. and lift up to 1.5 mtr.: all kind of soil. (B-1 Item 1.2)	1.62 cu.m.
2	Providing and laying in position cement concrete including curing compacting etc. of specified grade excluding the cost of centering and shuttering =all up to plinth level. 1:5:10(1 Cement:5Course sand :10Graded stone aggregate 40mm nominal size)1:5:10(1 Cement:5Course sand :10Graded stone aggregate 40mm nominal size) (B-15 Item 3.2.8)	0.486 cu.m.
3	Random rubble stone masonry for foundation and plinth in Cement Sand Mortar above 30Cm.thick wall [Cement mortar 1:6(1-Cement and 6-mortar)] (B-36 Item 6.1.7)	1.134 cu.m.
4	(1)Random rubble stone masonry for super structure above plinth level one story height above 30cm. thick wall in cement mortar 1:8(1 – Cement :8-Sand ) (2) pillar masonry including bed plate as per specifications. Bed plate to be paid separately. ( B-36 Item 6.2.8& 6.3.3)	2.025 cu.m.
5	Plaster on new surface on wall in cement sand mortar 1:6 including racking of joint etc. complete fine finished :25mm thick. (B-127Item 12.9.1)	21.60 Sq.m.
6	Providing and fixing steel gate grating and grill made of angle, tees, square, bars or other flats black pipe with holdfast and fitting complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide. (B-89 Item 9.19)	250 kg.

The work of fencing shall be undertaken by the tenderer as per the directions of Engineer-In-Charge at suitable and specified locations of the Giral Lignite Mines, Barmer.

### 3.1 POWERS TO DETERMINE THE CONTRACT

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

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner, comply with the requirements of such notice a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the or make winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of the contract.
- (iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers:-
  - (a) To determine and/or rescind the contract s aforesaid (of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.
  - (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor,

provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

- (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof a sufficient part thereof as the case may be.

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

### **3.2 Time Extension**

If the contractor shall desire an extension of the time for completion of the work in the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 15 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final & binding on the Contractor) reasonable grounds be shown therefore authorise in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of 30 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. Failure or delay by the Company to hand over to the Contractor possession of the land necessary for the execution of the works, or to provide the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

### **3.3 Completion Certificate**

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

of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed.

### **3.4 PAYMENT OF BILLS**

No payment shall be made for works estimated to cost less than Rupees One Thousand till after the whole but in the case of works estimates to cost more than Rupees One Thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then passed by the Engineer-in-charge. Monthly payment may be made within (fifteen) 15 days after submission of bills. All such intermediate payment shall be regards as payments by way of advance against the final payment only and not as payments for work actually done and completed shall not preclude the requiring of bad, unsound and imperfects or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contractor any part thereof in any respect of the accruing of any claim, not shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding the contractor in all respect. The payment of final bill shall be made within (three) 3 months of the submission of such bill. If there shall be any dispute about any items of work then the undisputed item or items only shall be paid within the said period of (three) 3 months. The Contractor shall submit a list of the disputed items within (thirty) 30 days from the disallowance waived and absolutely extinguished.

A bill shall be submitted by the contractor each month on or before the dated fixed by the Engineer-in-charge for all work executed in the previous month. The charges in the Bill shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, as the rates herein after provided for such works. The Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list, which shall be binding on the contractor in respect. Before taking any measurement of any work as refereed to in above, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

### **3.5 MATERIAL ISSUED FROM COMPANY'S STORES**

If the specification of the work provided for the use of any special description of material to be supplied from company's stores or if it is required that contractor shall use certain stores to be provided by the Engineer-in-charge, the Contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores may be set off or deducted from any sum then due or thereafter become due to the contractor under contract or otherwise or against or from the security deposit. All materials supplied to the contractor either from departmental stores or with the assistance of company shall remain the absolute property of company and shall not any account be removed from the site of work and shall be at all times open to inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of completion or determination of the contract, shall be returned to the Engineer-in-charge's stores, if by a notice in writing under his hand; he shall so require and if on service of such notice the contractor fails to return the materials so required he shall be liable to pay minimum penalty of 10 percent on the price of goods originally charged and maximum penalty not exceeding the price of goods or originally charged in addition to their price originally charged. The decision of Engineer-in-charge of work shall be final regarding levy of penalty. But the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation, on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores which may be received back from the contractor he shall be paid for at the price originally charged excluding storage charged in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc. paid by the contractor in case of supply received with the assistance of the Company which however, should in no case exceed market rates prevailing at the time the materials are taken back.

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which, in his opinion are not in accordance with the specification and in case of default the Engineer-in-charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damages that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor.

If the required under the terms of this contract, the contractor shall obtain from the stores of the company, all stores and articles of foreign manufacture which may be required for the work of any part thereof or in making up articles required thereof connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles from elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be to the contractor in his amount at the rates, shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of

the same at the stores aforesaid. In addition, 10% charges shall also be levied towards handling.

### **3.6 SPECIFICATION OF WORKS**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in very respect in strict accordance with the specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions writing relating to the work assigned by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of specification, and of all such designs, drawings and instructions as aforesaid.

### **3.7 ADDITION, ALTERATION & SUBSTITUTION OF ITEMS**

The Engineer-in-charge shall have powers to make alteration in or commissions from or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during to progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in written by the Engineer-in-charge and such alterations, commissions, additions or substitutions shall not in valid date the contract and any altered, additional or substituted work which the contractor may be directed to do in a manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he had agreed to do the main work, provided that additional quantities of each individual item shall not without mutual agreement exceed 25% of the quantities provided against that item in the contract agreement and further provided that the cost of the work as executed by the contractor including cost of all additional, altered or substituted work shall not without mutual agreement exceed the tendered amount of the work by more than 10%.

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

- (i) If the rates for the additional, altered or substituted work are specified in the Contract for the work, the contractor is bound to carry out the additional, altered or substituted works at the same rates as are specified in the contract for the work.
- (ii) If the rates for the altered, additional or substituted works cannot be determined in the manner specified in clause above, then the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rate for such part of parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.

- (iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clause above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor. Accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.
- (iv) Provided that the Engineer-in-charge would also be at liberty to ask the contractor to execute such items, the rates of which are not provided in the B.S.R. of that area and also additional quantity over and above the limit of 25% against each item and 10% over the tendered amount of the work specified above, if in the opinion of the Engineer-in-charge the execution of such items through other agency is likely to hamper the progress of other items of work and its completion considerably required the contractor shall be bound to carry out all such extra work also if asked to do so. For all such extra items or additional quantity of work over and above the limit specified in para above, the contractor shall be paid provisionally on the rates of all such additional work and extra items if any shall be decided and settled by arbitration,. Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before getting written instructions from the Engineer-in-charge regarding all such additional works or extra items at his own accord as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of issue of written instructions if any, as aforesaid according to such rate of rates as shall be fixed by the Engineer-in-charge and shall have no claim for getting rates or such work settled through arbitration.

### **3.8 CURTAILMENT OF SCOPE**

If the Engineer-in-charge shall at any time, and for any reason whatsoever think that any portion of the work should not be executed and could be withdrawn from the contractor, he shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the contractor shall be paid the charges on the cartages only of materials actually and bonafidely brought to the site of the work by the contractor and rendered, surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such case the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less. In the case of such stores having been issued from Company's stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.



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

### **3.9 RECTIFICATION OF DEFECT**

If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall demand in writing which shall be made within six months of the completion of work from the Engineer-in-charge specifying the work, materials or articles complained on paid, for, forthwith rectify or remove and reconstruct the work so specified in whole in Para, as the case may require or as the case may be remove that materials or articles so specified and provided other proper and suitable materials or article at his own charges and cost, and in the event of his failing to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. The contractor will also be liable for rectification of any defect for a period of one year from the date of completion of the work.

### **3.10 INSPECTION & SUPERVISION**

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

### **3.11 HIDDEN WORKS**

The contractor shall given not less then seven days notice in writing to the Engineer-in-charge or his subordinate-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be assured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof on payment or allowance shall be made for such work, or the materials with which the same was executed.

### **3.12 DAMAGE TO COMPANY'S PROPERTY**

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

### **3.13 SAFETY & DIVERSION OF TRAFFIC**

The contractor shall not obstruct and shall be held responsible for the safety of traffic and shall provide all watchmen lights, barriers, signs and fence necessary to prevent any accident or public or private damage or loss, and to regulate traffic during the progress of the work. Unless otherwise provided for by the specifications, he shall provide at his own cost for traffic by its diversion to an alternative route approved by the Engineer-in-charge or by the formation of side tracks along-side the work, or in the case of works within a town or village, or where specially provided for in the specifications, by the construction of one half of the road at a time, leaving the other half available for traffic. He shall not, by his operations obstruct any side road or inch track, nor shall break down any fences telegraph lines nor obstruct any drain or water course, but when such obstruction or breakage's cannot be entirely avoided, he shall at once remove such obstructions when they occur, and make adequate provisions for traffic, or immediately repair such breakages and in the event of his failing to rectify the above mentioned causes, the Engineer-in-charge reserves to himself the power to do so, after giving the contractor twenty four hours notice in writing of his intention and the while of the cost of such work incurred by the department may be deducted from the money due or payable to the contractor.

The contractor shall exercise the greatest care during the progress of the work to avoid damage to any utility service as water sewer, electric power telephone etc. within the limits of the work and will be held responsible for any such damage caused by him or his agents, directly or indirectly.

### **3.14 QUOTED RATES TO BE ALL-INCLUSIVE**

The contractor shall supply at his cost all materials (except such special material, if any as may be in accordance with the contract be supplied from, the Engineer-in-charge's stores) tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements or the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and

from the work. The contractor shall also supply without charges the requisite number of persons with the means that the materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time for the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public accident and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay the damages and costs which maybe awarded in any such suit action proceeding to any such person or persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

### **3.15 SUBLETTING OF CONTRACT**

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

### **3.16 LUMP SUM WORK**

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

### **3.17 WORKS FOR WHICH SPECIFICATION NOT MENTIONED**

In the case of any class of work for which there is no such specification, such work shall be carried out in accordance with the detailed specifications and in the event of there being no specifications work will be carried out in all respects and also in accordance with the instructions and requirements of the Engineer-in-charge.

### **3.18 REDUCED RATES**

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

### **3.19 PROGRESS TO ACCOMMODATE WORKING OF OTHER CONTRACTORS**

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

### **3.20 EMPLOYEES OF THE CONTRACTOR**

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

### **3.21 DISMANTLING & DISPOSAL THEREOF**

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

### **3.22 PROTECTION TO PLANTATION**

The contractor shall not fire to any standing jungle trees, brushwood or grass without a written permit from the Engineer-in-charge. When such permission is given and also in all cases when destroying, out or dug up trees brushwood, grass etc. by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. Any damage caused by the spreading of such fire, whether in or beyond the limits of the Company's property shall be made good by the contractor within a period specified by the Engineer-in-charge or on default the amount of the damage may be made good by the Engineer-in-charge the expense being recovered from the contractor as damages in the manner prescribed, or deducted by the Engineer-in-charge from any sums that may be due or become due from the Company to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action law proceedings that may be brought by any person for injury sustained owing to neglect or precautions to prevent spread of fire and shall pay any damages and cost that may be awarded in consequences.

**3.23 RECOVERY OF CLAIM AGAINST THE CONTRACTOR**

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

**3.24 TECHNICAL EXAMINATION & AUDIT**

The Company shall have right to conduct an audit and technical examination of the Works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment to the final bill and if as a result of such Audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

**Declaration**

I/ We have carefully gone through & fully understood all the above terms and conditions of this tender and these are acceptable to me/ us.

Signature of the tenderer with Seal Address:

.....  
.....



**RAJASTHAN STATE MINES & MINERALS LTD.**  
(A Government of Rajasthan Enterprise) SBU  
& PC LIGNITE: JAIPUR

Tender No. RSMML/ SBU - PC LIGNITE /Cont./ 2016-17/02

Dated : 07.03.2017

**General Information about the Tenderer**

S.N	Name and Address of Tenderer			
1	Name of Contact Person with Phone/Fax No. with STD Code / E.- Mail / Mobile etc.			
2 3 4				
5	Address for Communication with tenderer.			
6				
7	Complete postal address			
8				
9 10	Whether Individual, Firm or Company (status of tenderer)			
11				
12	Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation) duly attested			
13	Name(s) of Partners / Directors with phone numbers.			
14	Eligibility criteria	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
	Turn over (in Rs.) (duly attested copies)			
	PF Account number	Yes/No		
	Labour Licence Number (copy provided)	Yes/No		
	PAN No. (copy provided)	Yes/No		
	Registration details under Micro, Small And Medium Enterprises (MSMED Act, 2006) attached ?	Yes/No		
	Declaration in Annexure-B by the bidders regarding qualification	Yes/No		
	Service Tax Registration No.			

(Signature of Tenderer with seal and address)



**RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

SBU & PC LIGNITE : JAIPUR

Tender No. RSMML/ SBU - PC LIGNITE /Cont./ 2016-17/02

Dated : 07.03.2017

**Techno-Commercial-Bid (Part - I)**

**Name of Work: Construction of 02no. stone masonry pillars, providing and fixing of steel gate [3.5 mtr. X 1.8 mtr. ,(approximately 250kg.)]and barbed wire fencing (approximately 690.75mtr. only) around Giral Lignite Mines Office, Barmer as per specification mentioned in "G" schedule based on BSR – 2013**

**Technical Criteria - I-** Turn – over of Rs. **1.25 lac** or more during immediately preceding 03 (three) financial years

Year	Name of work	Organization for which work executed with complete address and contact person name and phone no.	Value of work *
2013-2014			
2014-2015			
2015-2016			

\* The Tenderer should submit duly attested copies of Audited Balance Sheet and Profit & Loss Account, Income-tax return, Form-16/16-A or TDS Certificate in support of turn-over.

(Signature of tenderer with seal and address)

Undertaking

I/We ..... in respect of submission of tender to the RSMM Ltd. hereby declare as under:-1. We confirm that we have not put any other deviations to the tender terms & conditions.

2. We have not been banned/ debarred/ suspended by the RSMM Ltd. in past for any reason/default.
3. No Legal case is pending with RSMML.

( )  
Signature of tenderer  
Name and seal of tender

Date:  
Place:





**RAJASTHAN STATE MINES & MINERALS LIMITED**

( A Government of Rajasthan Enterprise)

**SBU&PC(Lignite)**

TENDER NO. RSMML/ SBU&PC Lignite/Cont./2016-17/02

Dated-07.03.2017

**Declaration for Registration under Micro, Small & Medium Enterprises Development Act, 2006**

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_ (Yes/NO)

2. If yes, please furnish the declaration given below.

We (Name of Tenderer \_\_\_\_\_

),  
hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium )Enterprises.

3. Enclose attested copy of registration certificate.

4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with stamp

Date:

Place:

(TO BE TYPED ON THE NON-JUDICIAL STAMP PAPER OF Rs.50/- ATTESTED BY NOTARY/MAGISTRATE)

**AFFADAVIT**

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

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

Deponent (Authorized  
Signatory)

**VERIFICATION**

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

Deponent  
(Authorized Signatory)



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

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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



### Declaration by the Bidder regarding Qualifications

#### Declaration by the Bidder

In relation to my/our Bid submitted to ..... For procurement of ..... in response to their Notice Inviting Bids No. .... Dated ..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Signature of bidder

Date

Place

**Name:**

**Designation:**

**Address:**



Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is -

*Managing Director,  
RSM Limited,  
4-Meera Marg, Udaipur (Raj.)*

The designation and address of the Second Appellate Authority is -

Mines Department,  
Government of Rajasthan,  
Jaipur

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall 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 25% 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.





**RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

Giral Lignite Project, Barmer

**SBU & PC LIGNITE : JAIPUR**

**ESTIMATE**

**G-Schedule based on BSR of Barmer (Rajasthan) 2013**

**Name of Work: Construction of 02 nos. stone masonry pillars, providing and fixing of steel gate [3.5 mtr. X 1.8 mtr. ,(approximately 250kg.)] and barbed wire fencing (approximately 690.75mtr. only) around Giral Lignite Mines Office, Barmer as per specification mentioned in “G” schedule based on BSR – 2013**

S. No	Particulars	Unit	Rate (in Rs.)	Qty.	Amount (in Rs.)
<b>Part-I</b>					
1.	150 cm. high fencing with angle iron 50x50x6mm placed at every 3mtr. apart 30 Cm. in ground embedded in cement concrete 1:3:6(30x30x45cm.) corner and every tenth post to be struted with 50x50x6mm angle iron provided with 6 horizontal lines and two diagonals of black barbed wire between two post fitted and fixed with G.I. staples including earth work in excavation etc. complete ( B-97 Item 9.56)	Running Mtr.	270.00	690.75 mtr.	186502.50/-
<b>Total(part-I)</b>					186502.50/-
<b>Part-II</b>					
1	Earth work in rough excavation ,banking excavated earth in layers not exceeding 20 cm. in depth, breaking clods watering, rolling each layer with ½ tonne roller, or stone or steel rammers and rolling every 3 <sup>rd</sup> and top most layer with power roller of minimum 8-10 tonne capacity and dressing up in embankment for road, flood banks marginal banks and guide banks or filling up ground depressions, lead up to 50 mtr. and lift up to 1.5 mtr.: all kind of soil. (B-1 Item 1.2)	cum	180	1.62 cu.m.	291.60
2	Providing and laying in position cement concrete including curing compacting etc. of specified grade excluding the cost of centering and shuttering =all up to plinth level. 1:5:10(1 Cement:5Course sand :10Graded stone aggregate 40mm nominal size)1:5:10(1 Cement:5Course sand :10Graded stone aggregate 40mm nominal size) (B-15 Item 3.2.8)	Cum.	1868	0.486 cu.m.	907.85

<b>3</b>	Random rubble stone masonry for foundation and plinth in Cement Sand Mortar above 30Cm.thick wall [Cement mortar 1:6(1-Cement and 6-mortar)] (B-36 Item 6.1.7)	Cum.	1788	1.134 cu.m.	2027.59
<b>4</b>	(1)Random rubble stone masonry for super structure above plinth level one story height above 30cm. thick wall in cement mortar 1:8(1 – Cement :8-Sand ) (2) pillar masonry including bed plate as per specifications. Bed plate to be paid separately.( B-36 Item 6.2.8& 6.3.3)	Cum.	2070+254 =2324	2.025 cu.m.	4706.10
<b>5</b>	Plaster on new surface on wall in cement sand mortar 1:6 including racking of joint etc. complete fine finished :25mm thick (B-127Item 12.9.1)	Sqm.	134	21.60 + 1.25 Sq.m. =22.725	3045.15
<b>6</b>	Providing and fixing steel gate grating and grill made of angle, tees, square, bars or other flats black pipe with holdfast and fitting complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide (B-89 Item 9.19)	Kg.	75	250 Kg.	18750
<b>Total(part-II)</b>					<b>29728.29</b>
<b>Hence G.T. (PartI+ Part II)</b>					<b>216231/-</b>
<b>Total cost of work part I and part II as per G-Schedule based on PWD BSR of 2013</b>					<b>216231/-</b>



**RAJASTHAN STATE MINES & MINERALS LTD.**  
(A Government of Rajasthan Enterprise) SBU  
& PC LIGNITE : JAIPUR

Tender No. RSMML/ SBU-PC LIGNITE/Cont./2016-17/02

Dated: 07.03.2017

**Financial (Price)- Bid (Part-II)**

**Name of Work:** Construction of 02 nos. stone masonry pillars, providing and fixing of steel gate [3.5 mtr. X 1.8 mtr., (approximately 250kg.)] and barbed wire fencing (approximately 690.75mtr. only) around Giral Lignite Mines Office, Barmer as per specification mentioned in "G" schedule based on BSR – 2013

S. No.	Particulars	Unit	Rate (in Rs.)	Approximately Qty.	Amount (in Rs.)
<b>Part-I</b>					
1.	150 cm. high fencing with angle iron 50x50x6mm placed at every 3mtr. apart 30 Cm. in ground embedded in cement concrete 1:3:6(30x30x45cm.) corner and every tenth post to be strutted with 50x50x6mm angle iron provided with 6 horizontal lines and two diagonals of black barbed wire between two post fitted and fixed with G.I. staples including earth work in excavation etc. complete ( B-97 Item 9.56)	Running Mtr.	270.00	690.75	186502.50/-
<b>Total(part-I)</b>					186502.50/-
<b>Part-II</b>					
1	Earth work in rough excavation ,banking excavated earth in layers not exceeding 20 cm. in depth, breaking clods watering, rolling each layer with ½ tonne roller, or stone or steel rammers and rolling every 3 <sup>rd</sup> and top most layer with power roller of minimum 8-10 tonne capacity and dressing up in embankment for road, flood banks marginal banks and guide banks or filling up ground depressions, lead up to 50 mtr. and lift up to 1.5 mtr.: all kind of soil. . (B-1 Item 1.2)	Cubic meter	180	1.62	291.60
2	Providing and laying in position cement concrete including curing compacting etc. of specified grade excluding the cost of centering and shuttering =all up to plinth level. 1:5:10(1 Cement:5Course sand :10Graded stone aggregate 40mm nominal size)1:5:10(1 Cement:5Course sand :10Graded stone aggregate 40mm nominal size) (B-15 Item 3.2.8)	Cubic meter	1868	0.486	907.85
3	Random rubble stone masonry for foundation and plinth in Cement Sand Mortar above 30Cm.thick wall [Cement mortar 1:6(1-Cement and 6-mortar)] (B-36 Item 6.1.7)	Cubic meter	1788	1.134	2027.59

<b>4</b>	(1)Random rubble stone masonry for super structure above plinth level one story height above 30cm. thick wall in cement mortar 1:8(1 – Cement :8-Sand ) (2) pillar masonry including bed plate as per specifications. Bed plate to be paid separately. ( B-36 Item 6.2.8& 6.3.3)	Cubic meter	2070+254 =2324	2.025	4706.10
<b>5</b>	Plaster on new surface on wall in cement sand mortar 1:6 including racking of joint etc. complete fine finished :25mm thick (B-127Item 12.9.1)	Square meter	134	21.60 + 1.125 = 22.725	3045.15
<b>6</b>	Providing and fixing steel gate grating and grill made of angle, tees, square, bars or other flats black pipe with holdfast and fitting complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide (B-89 Item 9.19)	Kg.	75	250	18750
<b>Total(part-II)</b>					29728.29
<b>Hence G.T. (PartI+ Part II)</b>					<b>216231/-</b>
<b>Total cost of work part I and part II as per G-Schedule based on PWD BSR of 2013</b>					<b>216231/-</b>

I/We do agree to execute the above work at ----- % above/below G-schedule which is based on PWD, BSR of Barmer-2013 & Total cost of work is Rs. .... (in figures)..... (in words).

**Signature of tenderer with seal**