



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Phone: 0141-2227938, 2227947 Fax: 0141-2227360, 2227761

E-mail: rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in, Web: www.rsmm.com

Registered Office : C-89-90, Jan Path, Lal Kothi Scheme, Jaipur

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

TENDER DOCUMENT

FOR

“Supply, Installation, Commissioning & Testing of 33 KV VCB, C&R Panel along-with appropriate ratings CT- PT set and other associated Works” at Kasnau--Matasukh Lignite Mines, Nagaur (Rajasthan)

Tender No.

Tender no. F.9(1)09/2019/55 Dated 07.11.2019

Issued by:

Manager (P&A - Contracts),

SBU – PC Lignite Office, Khanij Bhawan, Jaipur – 302005

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

Date of downloading of Tender: From 07.11.2019 to 25.11.2019 up to 1.00 PM

Last Date of Submission of Tender: 25.11.2019 up to 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 25.11.2019 at 3:30 PM

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur -313001
Phone: (0294) 2428763-67,
Fax: (0294) 2428768,2428739

SBU-PC Lignite Office

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Phone: 0141-2227938, 2227947 Fax: 0141-2227360, 2227761

E-mail: rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in, Web: www.rsmm.com

Registered Office : C-89-90, Jan Path, Lal Kothi Scheme, Jaipur

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

Ref. no :- tender no. F.9(1)09/2019/55

Dated: 07.11.2019

NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:-

Brief Description	Contract Period	Bid Security/ Earnest Money (in Rs.)	Estimated work value (in Rs.)
Supply, Installation, Commissioning & Testing of 33 KV VCB, C&R Panel along-with appropriate ratings CT- PT set and other associated Works at Kasnau-Matasukh Mines, Nagaur.	3 months	14000/-	7.00 Lac
Cost of tender document is Rs. 590/- (Inclusive of GST) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Jaipur			
Period of downloading of documents	From 07.11.2019 to 25.11.2019 up to 1.00 PM		
Last Date & Time of Submission of the offer	25.11.2019 upto 3.00 PM		
Date of opening of Techno Commercial offer	25.11.2019 at 3:30 PM at Jaipur		

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

- Tenderer should have minimum turnover of Rs. **1.75** Lac in any one of the last three preceding financial years i.e. 2016-17, 2017-18 & 2018-19 in the tenderer name.
- The tenderer should possess valid A-class Electrical Contractor Licence issued by the Electrical Inspector, Govt. of Rajasthan.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid, duly attested copy of audited balance sheet for the year 2016-17, 2017-18 & 2018-19 in support of turnover and a valid copy of A-class Electrical contractor license should be submitted in support of above. The decision of the company will be final and binding in this regard.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.

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

The tenderer who have been suspended/ banned by the company shall not be eligible to participate in this tender during the currency of suspension/banned period.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

Manager (P&A - Contracts)

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

SECTION - I
DEFINITIONS, INTERPRETATIONS

1.0 DEFINITIONS:

- 1.1** In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.1.1 "**Agent**" shall mean the Agent for Kasnau-Matasukh Mines so notified by the company in this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**Contractor**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.9 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has/have been completed to his satisfaction as per terms of the contract.
- 1.1.10 "**Contract Rate**" or "**Schedule Rate**" or "**Tendered Rates**" or "**Rate of remuneration**" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations.
- 1.1.11 "**Commencement of work**" shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 1.1.12 "**Engineer-in-Charge**" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC – Lignite.
- 1.1.13 "**Managing Director/Management**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.

- 1.1.14 “**General Manager (contract)**” shall mean the Group General Manager (Contract) of RSMML or his successor in the office so designated by the Company.
- 1.1.15 “**Head of SBU & PC – Lignite**” shall mean Group General Manager for the SBU & PC – Lignite of RSMML or his successor in the office so designated by the Company.
- 1.1.16 “**Mines Manager**” shall mean the Mining Engineer so designated under Mines Act, 1952 for different Lignite Mines of the Phosphate Division of Rajasthan State Mines and Minerals Limited.
- 1.1.17 “**Letter of Acceptance**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 1.1.18 “**Mines**” shall mean Kasnau Kasnau-Matasukh Lignite Mines of the Company under SBU & PC Lignite situated in the district of Nagaur
- 1.1.19 “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.20 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.21 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/ communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations, regulation codes.
- 1.1.22 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.23 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.

SECTION-II

INSTRUCTIONS TO THE TENDERER

2.1 Instructions to the Tenderer & General Conditions

- i. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- ii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc., transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works
- iii. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

2.2 Tender Document Fee

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

2.3 ONE BID PER TENDERER

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

2.4 COST OF BIDDING

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

2.5 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

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

2.6 ADDENDA/CORRIGENDA

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

2.7 CURRENCIES OF THE BID AND PAYMENT

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

2.8 SUBMISSION OF TENDERS

TWO PART TENDER:

- i. a. The tender offers are to be submitted in two parts namely “Techno-commercial Bid” (Part I) and “Price Bid” (Part II). Each of the two offers should be kept separately in sealed envelopes and marked with Tender number, name of work, Due date, Part I/II of tender (technical/Price) and name & address of the tenderer.
- b. Both these sealed envelopes should be kept in a third envelop, also sealed, addressed to:-

**Manager (P&A-Contract),
RSMML, SBU & PC - Lignite, Khanij Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj.).**

- ii. This envelope should also be superscribed with the Tender No., Name of work, Name of the Tenderer with address, telephone numbers etc., and the Due Date, in bold letters.
- iii. The sealed offers should be submitted in the office of the Manager (P&A-Contract), RSMML, SBU & PC - Lignite, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) on or before the date and time mentioned in the Notice Inviting Tender (NIT). The Techno-commercial Bid (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.

iv. Tenders received late will not be accepted.

A. The “Techno – commercial Bid” should contain the following:

- i)** Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii)** Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iii)** Copy of PAN card & GSTN Number.
- iv)** Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- v)** Copy of valid A-class Electrical Contractor License issued by the Electrical Inspector, Govt. of Rajasthan.
- vi)** Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer
- vii)** “Exceptions & Deviations statement” to be submitted by the tenderer in form -3 of tender document
- viii)** Provident Fund Account Number of establishment and its effective date or undertaking as per annexure-C.
- ix)** Duly filled form 1 & 2 and annexure B and I of tender document.
- x)** Undertaking/affidavit as per annexure D & F given in tender document.

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

C. PART-II Price Bid’

- i)** The ‘Price Bid’ shall be submitted in the prescribed format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Performa at Form-4 for quoting the price offer. Offer of the bidder will be rejected in case price bid is not submitted in the prescribed format.
- ii)** The rates are to be quoted in Rupees as per the price format in both in figure and in words.
- iii)** While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification (Annexure - I) of the tender document.

2.9 DEADLINE FOR SUBMISSION OF BIDS

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

2.10 LATE BIDS

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

2.11 OPENING OF THE TENDER

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

2.12 EXCEPTIONS AND DEVIATION

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form 3. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

2.13 BID SECURITY/ EARNEST MONEY DEPOSIT

1. The tenderer must pay Earnest Money/Bid Security deposit as per detailed out in NIT in the form of crossed demand draft in favour of "RSMML" and drawn on any nationalized/scheduled bank at Jaipur and the same shall be submitted as detailed above in original with technical bid, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD if it is form of bank guarantee, if SD in form of cash then it will be appropriated towards a part of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
2. The earnest money of a tenderer shall be forfeited in the following cases:-
 - i) If the tenderer withdraws or modifies the offer after submission of the tender within the validity period.
 - ii) If the tenderer does not submit the prescribed Bank Guarantee or Demand Draft as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii) If the tenderer does not execute the agreement, in the prescribed form of the company.
 - iv) If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.

2.14 VALIDITY

Tender submitted by tenderer shall remain valid for acceptance for a period 120 (one hundred twenty) days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120 days (04 months) is liable to be rejected. The tenderer on its own shall not during the said period of 120 days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

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

2.15 EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

2.16 EVALUATION OF TECHNO-COMMERCIAL BID

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

2.17 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

The price bid of techno-commercially qualified tenderers will be evaluated to ascertain the lowest bidder. The tenderer who has quoted, lowest (% above or % below) from the Annexure - I in price bid/Form 4 will be decided as L-1.

2.18 NEGOTIATIONS

- (i) 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.
- (ii) 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.
- (iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

2.19 CORRECTION OF ERRORS

Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- i. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
- ii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- iii. Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

2.20 PROCESS TO BE CONFIDENTIAL

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

2.21 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- i. The tenderer, who's Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance)" will state the sum unit that the Company will pay to the Contractor in consideration of the execution

and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called “the Contract Price”).

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

2.22 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder -

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground, shall, in addition to the recourse available in the bidding documents or the contract be punished under RTTP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

2.23 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 etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

2.24 RIGHTS OF COMPANY

The Company reserves the right –

- i) To reject any or all the tenders, in part or in full, without assigning any clarifications.
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv) Not to carry out any part of work.
- v) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter. The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML’s action.
The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML’s action.

2.25 REFUSAL / FAILURE

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

SECTION- III
GENERAL CONDITIONS OF CONTRACT

3.1 SECURITY DEPOSIT

- i. The successful tenderers shall have to furnish a Security Deposit @ 10 % of the awarded contract value through Demand Draft in favour of RSMML, Jaipur /Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance , for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a Public Sector bank (Except SBI) / ICICI/HDFC/Axis bank having its branch at Jaipur. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period including defect liability period, if any, plus a grace period of six months. The Company shall be entitled to en cash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- ii. The entire Security Deposit shall be refunded after the expiry of contract & defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- iii. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company.
- iv. In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- v. No interest is payable on S.D. amount.

3.2 TIME PERIOD OF CONTRACT

- i. The period of contract shall be 3 (three) months from the date of issue of Letter of acceptance/DLOA. The company may extend the period of contract on the same rate, terms & conditions at its sole discretion
- ii. In case of failure to commence the work within the stipulated period of 30 (thirty) days, the Company shall have absolute discretion to withdraw the letter of acceptance/Work Order and forfeit the earnest money and also to award the contract to any party who may or may not have precipitated in the tender process.

3.3 TERMS OF PAYMENT

For payment purposes the contractor shall raise the bill in triplicate along with location plan of work executed after completion of the work to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge. The rates as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period”.

- i. The Contractor, on submitting the bill duly verified by the Engineer In-Charge for the work done, is entitled to receive 90% payment within a period of Thirty (30) days after submission of the bill. Balance 10% (Ten percent) payment would be released after ascertaining satisfactory performance of the work, by the EIC, for a period of 12 months from the date of completion of the work.
 - ii. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- 3.4 **RESOURCES, MANPOWER, FACILITIES ETC.**
The contractor will have to bring and deploy requisite labours, tools, tackles etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.
- 3.5 **INCIDENTAL & CONTINGENT WORKS**
The contractor will have to make its own arrangements for all incidentals or contingent works related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.
- 3.6 **EMPLOYMENT OF MANPOWER AND THEIR CONDUCT**
- i. The labours/staff/supervisors etc., required for execution of the contractual work will be deployed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors etc., to be engaged by the contractor for the contracted work.
 - ii. The Contractor shall be responsible for the proper conduct and behavior of all the labours/staff/supervisors and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the company or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.
 - iii. The contractor shall have to make all payments to the workers/labours/staff etc. engaged by them every month latest by the 7th day of the following month, in the presence of Engineer In charge or any other officer who may be nominated by the RSMML and a certificate to that effect shall be obtained by them from such an officer as per requirement of the contract Labours (Regulation & Abolition) Act, 1970.
- 3.7 **MISCELLANEOUS LIABILITIES**
- i. The contractor shall be responsible for making all arrangements at its cost and expenses for: -

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

3.8 **ASSIGNMENT OF ADDITIONAL CONTRACTS**

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

3.9 **LEGAL & STATUTORY OBLIGATIONS**

- i. The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body. The contractor shall be responsible for payment of any and all contributions, duties, levies and taxes payable now or hereinafter to be imposed by Central or State Government for execution of work under the contract.
- ii. The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- iii. The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, Indian Electricity Rules, 1956 (DGMS) or any other act or acts or laws or rules with

statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.

- iv. The Contractor in whose favour the tender is awarded shall be required to furnish necessary information as required under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the Engineer In charge before starting the work. The Contractor shall obtain license if required under the above act/s.
- v. If due to the failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms & conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risk etc., shall be recovered immediately from the bills/security deposit etc. of the contractor.

3.10 **CONTRACTOR TO BE LIABLE FOR ALL PAYMENTS TO HIS WORKERS/EMPLOYEES**

The contractor shall be liable for payment of all wages and other benefits, contributory provident fund, bonus, free medical aid etc. as applicable, to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract through bank account only.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination /completion of this contract.

The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

3.11 **GOODS & SERVICE TAX (G.S.T.)**

- i. The rate quoted by the bidder will be Exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levis and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the

company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

- v. Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.”
- vi. In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that “as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us”.

3.12 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

The company shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

3.13 INDEMNITY

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

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

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

3.14 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

3.15 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

3.16 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

3.17 PROTECTION OF WORK:

During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

3.18 SAFETY, SANITARY & MEDICAL FACILITIES:

The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.

The Contractor shall be responsible for the safety and discipline of his employees in all facets of the work and shall provide at his cost and enforce the use of safety boots, Rubber Gloves guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and Regulations for the time being in force, or will come in force during the currency of contract.

The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.

First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost.

3.19 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

The contractor shall have the sole and exclusive responsibility for supervision of the work by experienced persons. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall also deploy and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.

Whenever any of the Contractor's employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

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

3.20 DAMAGE TO PROPERTY:

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

3.21 **LIENS:**

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

3.22 **LIABILITY FOR ACCIDENT TO PERSONS:**

Besides the liabilities of the Contractor under the “Workmen’s Compensation Act”, Fatal Accident Act, M. V. Act, “Mines Act” the following shall also apply to the Contractor.

On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 2(Two) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen’s Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

3.23 **WAIVER**

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

3.24 **SUSPENSION OF WORK**

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

If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Lignite of RSMML.

3.25 **BREACH, DEFAULT & TERMINATION OF CONTRACT**

- i. The contract may be terminated without any notice by the Company, if the Contractor fails to commence the work within 15 days from the receipt of the

- LOI/work order. In such an eventuality the Earnest Money and/or Security Deposit of the Contractor shall be forfeited.
- ii. If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Lignite of RSMML and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.
 - iii. If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub clause.
 - iv. The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of penalty, shall have the right to terminate the contract after giving fifteen days' notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.
 - v. Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
 - vi. In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favor of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
 - vii. On occurrence of three defaults in a year in making payment to the workers/labours/staff, etc., by due date as per terms of this tender, the contract may be terminated by the RSMML without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.
 - viii. Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 60 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing up to date of termination.

3.26 **FORCE MAJEURE:**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force

majeure which shall include but not be limited to notice/s from the Directorate of Mines Safety Office, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, partial failure/interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

3.27 NOTICES:

3.27.1 Service of Notice on Contractor:

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

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

- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager (Lignite) at Rajasthan State Mines & Minerals Limited, Jaipur and
- (b) In the case of the Engineer In-charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

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

3.28 TERMINATION:

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

- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall

stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

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

3.28.2 Before determining the contract, as aforesaid, and provided that, in the judgement of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

3.28.3 In the event of the Company proceeding in the manner herein above prescribed-

- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/ used for the work.

- (b) The money that may have become due to the Contractor on account of work executed by him/it's already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

3.28.4 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.

3.28.5 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up-to the date of such termination.

3.29 **APPEALS**

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

3.30 **DISPUTE, JURISDICTION**

- i)** The place of the contract shall be Kasnau-Matasukh Mines, Nagaur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC (Lignite) of the company shall be final and binding.
- 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.

SECTION-IV

SCOPE OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT

4.1 PREQUALIFICATION CRITERIA

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

- i) Tenderer should have minimum turnover of Rs. **1.75** Lac in any one of the last three preceding financial years i.e. 2016-17, 2017-18 & 2018-19 in the tenderer name.
- ii) The tenderer should possess a valid A-class Electrical Contractor License issued by the Electrical Inspector, Govt. of Rajasthan.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements.

4.2 SCOPE OF WORK

- i. The scope of the work shall consist of execution of “Supply, Installation, Commissioning & Testing of 33 KV VCB, C&R Panel along-with appropriate ratings CT- PT set and other associated Works at Kasnau-Matasukh Mines, Nagaur”, as per the details mentioned in the **Annexure ‘I’** and instructions issued by the Engineer In charge /authorized representative from time to time on the basis of work order issued indicating the location and description of job to be executed. The good quality of workmanship shall be ensured at all the times. The working site will be at Kasnau-Matasukh Mines, Nagaur of SBU&PC-Lignite.
- ii. The contractor shall comply with the Indian Electricity Act- 1956, CEA (Measures Relating to Safety and Electric Supply) Regulations -2010 & Rules and standard practice framed there under and Regulations laid down by the Dy. Director Mines Safety (Electrical), Department of Mines Safety, Govt. of India. All relevant labour laws and Safety Regulations are required to be followed by the contractor during the tenure of the contract.
- iii. The contractor shall be required to work in and around an open cast Lignite mines, GSS. He is required to adhere with all safety regulations and safety gadgets for employees working, to complete the work. The contractor shall follow all safe methods of working so that no damage/loss is caused to the workers. RSMML shall not be responsible in any way for the injury caused to the contractor’s employees /labour’s while working.
- iv. All technical terms and conditions, specifications, to carry out the work mentioned in AVVNL Central Labour Rate Contract/PWD BSR or reference, if any, shall be applicable.
- v. Any item not covered in the **Annexure ‘I’** shall be executed on mutually agreed rates, terms & conditions.
- vi. Three sets of drawings and one set of equipment’s manual for whole works would be provided to EIC.

4.3 SPECIAL CONDITIONS

- I. The Contractor shall be allowed to work between 8.00 AM to 4.30 PM, on all working days other than the weekly day of rest i.e. SUNDAY and any other holidays declared by the company. However, due to the urgency of work, if the contractor is required to work on Sunday/Holiday then prior written permission from the Engineer In charge to work on such days shall be taken by the contractor.
- II. The Contractor shall depute his accredited representative throughout the working hours at working site to supervise the work and to receive the instructions of the Company. It shall be the duty of the representative/s to call on at the office of Unit of the RSMML every day and generally to remain in touch with that office to obtain instructions about their working. The contractor shall ensure that such instructions are duly complied with. The contractor shall have to use suitable equipment to carry out proper stacking at his /their cost.
- III. The contractor shall deploy sufficient manpower for accomplishment of the work at site as per company's requirement. The contractor shall follow the time schedule of work for which his supervisor and employees shall report to the Engineer In charge on all working days in the morning hours.
- IV. The work shall be required to be started within 24 hours of issue of instructions by the Engineer In charge and completed within given time period as specified by EIC.
- V. Safety of the men and machine of the contractor shall be the responsibility of the contractor.
- VI. Before commencement of work the contractor shall be required to submit Workmen compensation policy/suitable insurance policy covering all his employees working at site against any injury or death. The insurance policy should be continued till the completion of the contract period. It is expressly understood that the risk, cost and consequences of failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his account. RSMML will not have any responsibility or liability thereof.

4.4 COMPENSATION/ PENALTY CLAUSES:

- i. In case the Contractor fails to commence the tendered work within stipulated time period then the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis subject to maximum 2% of contract value from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company.
- ii. For any delay in providing timely service by the contractor to the satisfaction of RSMML as specified in the Special Condition of Contract, compensation equal to 5% of the specified job (required to be executed) shall be levied on the contractor. In case the delay is more than one week RSMML will have the full liberty to get the work done through alternative agency at the risk and cost of the contractor. In such case, the difference in rates shall be recovered from the future/unpaid bill of the contractor.
- iii. The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in

accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be affected by the RSMML either from the running bills or from the security deposit or set off against any other dues of the contractor, at the discretion of the RSMML.

- iv. The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.
- v. Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

4.5 DEFECT LIABILITY PERIOD

The defect liability period for the work will be 12 months from the date of completion of the contract period; if any defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost. Further the goods supplied shall be guaranteed against defective materials or inadequate workmanship for a period of 12 months from the date of commissioning .

4.6 RIGHT TO REVIEW PERFORMANCE

The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract the company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

4.7 RISK & COST

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations with regard to the Electrical/Civil (works) of specified quantity/quality within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

4.8 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

Following details are required to be furnished by the successful tenderer to the Engineer in-charge at the time of commencement of work at Kasnau-Matasukh Mines, Nagaur:

- i) Attested copy of Letter of Acceptance for the work.
- ii) Details of the personnel who will be engaged for execution of the work.

- iii) List of the equipment/machinery etc. if any.
- iv) Workmen compensation /Suitable Insurance Policy.

4.9 TERMS OF PAYMENT:-

- a) For payment purposes the contractor shall raise the bill in triplicate after completion of the work to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge. The rates as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period”.
- b) The Contractor, on submitting the bill duly verified by the Engineer In-Charge for the work done, is entitled to receive 90% payment within a period of Thirty (30) days after submission of the bill. Balance 10% (Ten percent) payment would be released after ascertaining satisfactory performance of the work, by the EIC, for a period of 12 (Twelve) month’s from the date of completion of the work.
- c) This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

4.10 TIME PERIOD OF CONTRACT

- I. The period of contract shall be 3 (three) month from the date of issue of Letter of Acceptance/DLOA.
- II. In case of failure to commence the work within the stipulated period of 30 (thirty) days, the Company shall have absolute discretion to withdraw the letter of acceptance/Work Order and forfeit the earnest money and also to award the contract to any party who may or may not have precipitated in the tender process.

4.11 DRAWINGS & MANUALS:-

The tenderer shall provide three (03) sets of all as built drawings and manuals for the supplied materials. The drawings shall be for Power & control schemes, civil foundations & structural, cablings etc. along with operation & maintenance manuals, parts lists etc. for the available equipment’s.

The materials to be supplied under the contract / order shall be new and free from all defects and faults in material & workmanship. The materials should be of latest model and consistent with the established recognized or stipulated standards for materials of type ordered and in full conformity with the specifications of applicable IS codes. The material supplied shall also be in conformity with latest applicable acts / rules / regulations. The materials supplied under the contract shall carry guarantee / warrantee for the satisfactory performance for a period of 12 months from date of supply or 06 months from the date of commissioning whichever is earlier. The tenderer shall provide any other item / material required for the successful commissioning of requisite equipment’s/ materials.

4.12 APPLICATION FOR COMPLETION CERTIFICATE:-

- i.) When the Contractor fulfills all his/its obligations under the contract to the satisfaction of Engineer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate. The application along with following documents and any other document /information etc. as required by the Engineer-in-Charge/Company for their satisfaction, are required to be submitted by the Contractor.
- ii.) The Engineer-In-Charge shall formally issue completion certificate within 60 days on receiving application from the Contractor, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the Company.

The tenderers are advised to visit the site at Kasnau- Matasukh mines, Nagaur to ascertain the work requirements, to view actual site conditions/ requirements before submitting their offer. The whole work as mentioned in the “Annexure-I” is to be carried out at our existing 33/11 KV GSS. Therefore, the tenderer may visit the site to see the location of all the work to be carried out prior to submitting the tender.

Interested parties are welcomed to visit our site and may contact to Dy. Manager (Electrical), if they desire to ensure the actual dimensions/locations of the items. Supplier also confirm proper fitment of items in our assembly.

UNDERTAKING

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

For and on behalf of the Tenderer

(Authorized Signatory)
Seal & Date

**TECHNICAL SPECIFICATION FOR THE SUPPLY, INSTALLATION, COMMISSIONING
& TESTING OF 33KV VCB, C&R PANEL ALONG WITH CT PT SET AND OTHER
ASSOCIATED WORKS**

Description of Works	UOM	Qty.
<p>1. Supply, Installation, Testing & commissioning of 33KV, 630Amp (Rated continuous current), 26.4KA for 3sec (Rated Short time withstand current rating), Three pole, 50 HZ, Outdoor type, Porcelain clad VCB complete with spring charged operating mechanism, Closing/shunt trip coil voltage - 230 V AC, spring charging motor 230 volt AC, Max Ambient Temp: 50 deg C, Degree of protection IP55. The breaker shall be provided with breaker ON/OFF & Spring charged / discharge indicator, operation counter, Local remote control switch, Panel indication lamps with door switch, pistol grip T-N-C switch, AC/DC health indication with push button, manual on & trip push button, inspection window to view mechanism indicators, spring charging handle for manual operation, MCB's for AC/DC control supply, terminal blocks with 20% spare terminals, wiring etc.</p> <p>2. Supply, Installation, testing & commissioning of Control & Relay (C&R) Panel, Degree of protection IP55, Outdoor Type, with appropriate/ Suitable ratings CT and PT for 3150 kva, 33/11kv Power Transformer having 56 Amp at HT side, complete with protection relays i.e. Microprocessor over current & Earth fault relays (1 Amp), Master trip relay, trip circuit supervision relay & auxiliary relays with anti-pumping etc. with control voltage 230 Volt AC. The panel shall be suitable for floor mounting & dust & vermin proof. The panel shall be made from CRCA sheet steel 2mm thick of sides, top & bottom portions and provided along with base channel. It shall be pretreated as per 7 tanks process and finished with powder coating of shade RAL7032. The control wiring shall be done with 2.5 sq. mm flexible PVC insulated colour coded wires with ferrule numbers. The digital Ammeter, Voltmeter & KWH meter shall be provided in the C& R panel. The LED lamps for breaker On (Red), breaker off (green), Auto trip indication</p>	No.	1

<p>(yellow), Trip circuit healthy (Amber), spring charged (blue), Local & Remote shall be provided in the C&R panel. The C&R panel shall also be provided with push button for trip circuit healthy check, trip neutral close switch, local / remote switch, 8 window annunciator, panel space heater with thermostat & switch, panel illumination lamp & plug with switches etc.</p> <p>3. Civil Foundation & Galvanized steel structure for VCB and C&R Panel, for the installation of both, at suitable places in our existing 33KV sub-station switch yard shall be included in the scope of work of tenderer.</p> <p>4. The required cabling (Power & Control), laying of cables, underground or in conduit, as per IER-1956, CEA-2010 (because no any cable trench/tray is available in the sub -station) for 33/11 kv, 3150kva Power Transformer, CT, PT, C&R Panel & VCB's control cubicle for the purpose of interconnections along with supply of all required cables as above shall be included in the scope of work of tenderer. The cables shall be FRLS type, armored/unarmored (as per applicable rules & regulations) and shall be provided with at least 20 % spare cores for control wiring.</p> <p>5. The dismantling of the existing ACSR conductors & clamps etc. shall be required to be done to connect breaker in the substation and the same shall be done by the tenderer. The required new ACSR conductors & breaker termination clamps, bus bar and any other clamps for connections of breaker in the substation shall be in the scope of work of tenderer.</p> <p>6. Proper arrangement of earthing for breaker and C&R Panel - The required earth pits for the earthing purpose shall be provided separately and the same shall be interconnected with existing grid.</p> <p>7. All other miscellaneous work related to installation & commissioning of VCB with C&R panel along with requirement of special tools & tackles will be in the scope of work of tenderer.</p>		
---	--	--

<p>8. For all other details i.e. length of required cables & location of VCB, C&R panel and Transformer etc., please refer the attached drawing.</p> <p>9. All the material supplied for the above said works shall be as per the IER, CEA safety regulations and Mines regulations with latest amendments as well.</p>		
Approx. cost of the work (Excluding GST)	Rs.575000/-	

Note: We may permit the interested parties to visit our site if they desire to ensure the actual dimensions of the item, as the drawing is indicative only. Contractor also confirm proper fitment of items in our assembly.

We hereby confirm and accept to supply, Installation, Testing & Commissioning as per above specifications.

Signature of Tenderer with official stamps

Date:
Place:

LETTER OF SUBMISSION OF TENDER

FROM

DATE:

To:

**Manager (P&A-Contract),
RSMML, SBU & PC - Lignite, Khanij Bhawan,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj.).**

Sub: _____
Ref: Tender no. F.9(1)09/2019/55 Dated 07.11.2019

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money in the form of crossed Demand Draft/Banker's Cheque/ Pay order in favor of RSMML payable at Jaipur, particulars thereof are mentioned herein below.
5. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
6. **D.D. /Pay Order No &Date Name and Address of Bank Amount**
In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
7. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, details of equipment proposed to be deployed for this work, and all other requisite document as specified in the tender documents.
8. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 18.

**Signature of tenderer(s)
With the seal of the firm.**

Witness

Name in Block Letters: _____

Full Address _____

(On the letter head of the tenderer)

FORM "2"

CHECK LIST TO BE ENCLOSED WITH 'TECHNO-COMMERCIAL (PART I) BID'

Ref: tender no. F.9(1)09/2019/55

Dated 07.11.2019

Name of Tenderer _____

The Check List should be submitted' along with TECHNO-COMMERCIAL (PART-I) BID' in the Performa as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail:, mobile no.	
2.3	Telegraphic Address	
3.0	Status of the tenderer: (Please Tick).	
3.1	Individual	
3.2	Proprietorship firm: Attach duly attested affidavit in support of your status	
3.3	Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
3.4	Co-operative Society registered under RCA-1965 Attach duly attested copies of Registration certificate, Bye laws, List of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited companies, the Article of Association & Memorandum of Association is needed with special indication that the said Article of Association & Memorandum of Association allows the company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector undertaking (Attach supporting documents duly attested).	
3.7	Others (Please specify)-Attach duly attested supporting document)	
4.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed

5.0	Turn over during last three financial years.	
5.1	2015-16	
5.2	2016-17	
5.3	2017-18	
5.4	Whether Enclosed duly attested/verified copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
6.0	Main business activities (experience) of the tenderer	
7	Others (Please specify)	
8	Acceptance of tender terms & conditions.	
9	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
10	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement {Form 7}
10.1	Any other relevant information about the tenderer.	
10.2	Affidavit on non judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes /No.
11	Copy of A-class contractor certificate attached	Yes/No
12	Details of Earnest money deposited Demand Draft /Pay order	No. & Date. Name of Bank Payable at
13	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
14	PAN No. (copy to be enclosed)	
15	PF account No.(copy to be enclosed)	
16	Copy of P.F. registration certificate or affidavit as per annexure "C"	
17	GSTN (copy to be enclosed)	
18	Any other information/document Tenderer wish to submit to strengthen his bid.	

(Authorized Signatory)

EXCEPTIONS AND DEVIATION

Ref: tender no. F.9(1)09/2019/55

Dated 07.11.2019

Name of Tenderer _____

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

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

Signature of Tenderer with office seal

PERFORMA FOR "PRICE BID"

Ref: tender no. F.9(1)09/2019/55

Dated 07.11.2019

Name of Tenderer_____

Performa for tender of "Supply, Installation, Commissioning & Testing of 33 KV VCB, C&R Panel along-with appropriate ratings CT-PT set and other associated Works at Kasnau-Matasukh Mines, Nagaur (Rajasthan).

Sr. No.	Particulars	Work Description	Rate % Above/ Below to the "Annexure – II" for the work (in figures & in words)
1	Supply, Installation, Commissioning & Testing of 33 KV VCB, C&R Panel along-with appropriate ratings CT-PT set and other associated Works at Kasnau-Matasukh Mines, Nagaur.	As per the attached Annexure "I"	Rates to be quoted online in prescribed format (Excluding GST)

1. The rates quoted are for the scope of work detailed in the tender document, exclusive of G.S.T..
2. All incidental or contingent works required for the good performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
3. Interested parties are welcomed to visit our site and may contact to Dy. Manager (Electrical), if they desire to ensure the actual dimensions/locations of the items. Supplier also confirm proper fitment of items in our assembly.

Dated:

Place:

(Authorized Signatory)Name & Designation/ Relationship of the
Authorized Signatory with the tenderer

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office at Jaipur on non judicial stamp paper of value equal to @0.25% (zero point twenty five percent) of BG amount subject to maximum of Rs.25000/-) or as applicable at the time of submission of BG.

B.G _____ Dated _____

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

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

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

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

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

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

DECLARATION BY THE CONTRACTOR

- 1) I/we do hereby confirm and declare that they have independently inspected Kasnau-Matasukh Mines Nagaur and ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
- 2) I/we has also ascertained all such other information, whether technical/commercial or otherwise.
- 3) I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- 4) I/We do hereby agree and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

(Authorized Signatory)
Name of the Designation/ Relationship of the
authorized Signatory with the tenderer

AFFIDAVIT

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

I S/o
 aged Years Resident of

On behalf of the tenderer i.e. M/s

Hereby take oath and state as under:

1. That I/We have submitted a tender for
2. That I/We have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e.the above tenderer / contractor).
4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent
(Authorized signatory)

Verification

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

Deponent
(Authorized signatory)

Dated: -----

(Authorized Signatory)

Place: -----

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

Undertaking

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

Ref: tender no. F.9(1)09/2019/55

Dated 07.11.2019

Name _____ of
Tenderer.....

I.....S/o

Shri.....aged..... Years, resident
of.....on behalf of the tenderer i.e.

M/s.....hereby undertake oath
and state as under:-

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

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

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 intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) Not obstruct any investigation or audit of a procurement process.
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

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

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

- a. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - b) have controlling partners/shareholders in common; or
 - a. receive or have received any direct or indirect subsidy from any of them; or
 - b. have the same legal representative for purposes of the Bid; or
 - c. 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
 - d. 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
 - e. 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
 - f. 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;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) **Filing an appeal**

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) Determination of need of procumbent;
 - (b) Provisions limiting participation of Bidders in the bid process;
 - (c) The decision of whether or not to enter into negotiations;
 - (d) Cancellation of a procurement process;
 - (e) Applicability of the provisions of confidentiality.

(5) **Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal :
.....(Supported by an affidavit)
7. Prayer:
.....
Place
Date
Appellant's Signature

Additional Conditions of Contract**1. Correction of arithmetical errors**

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. 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. 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.

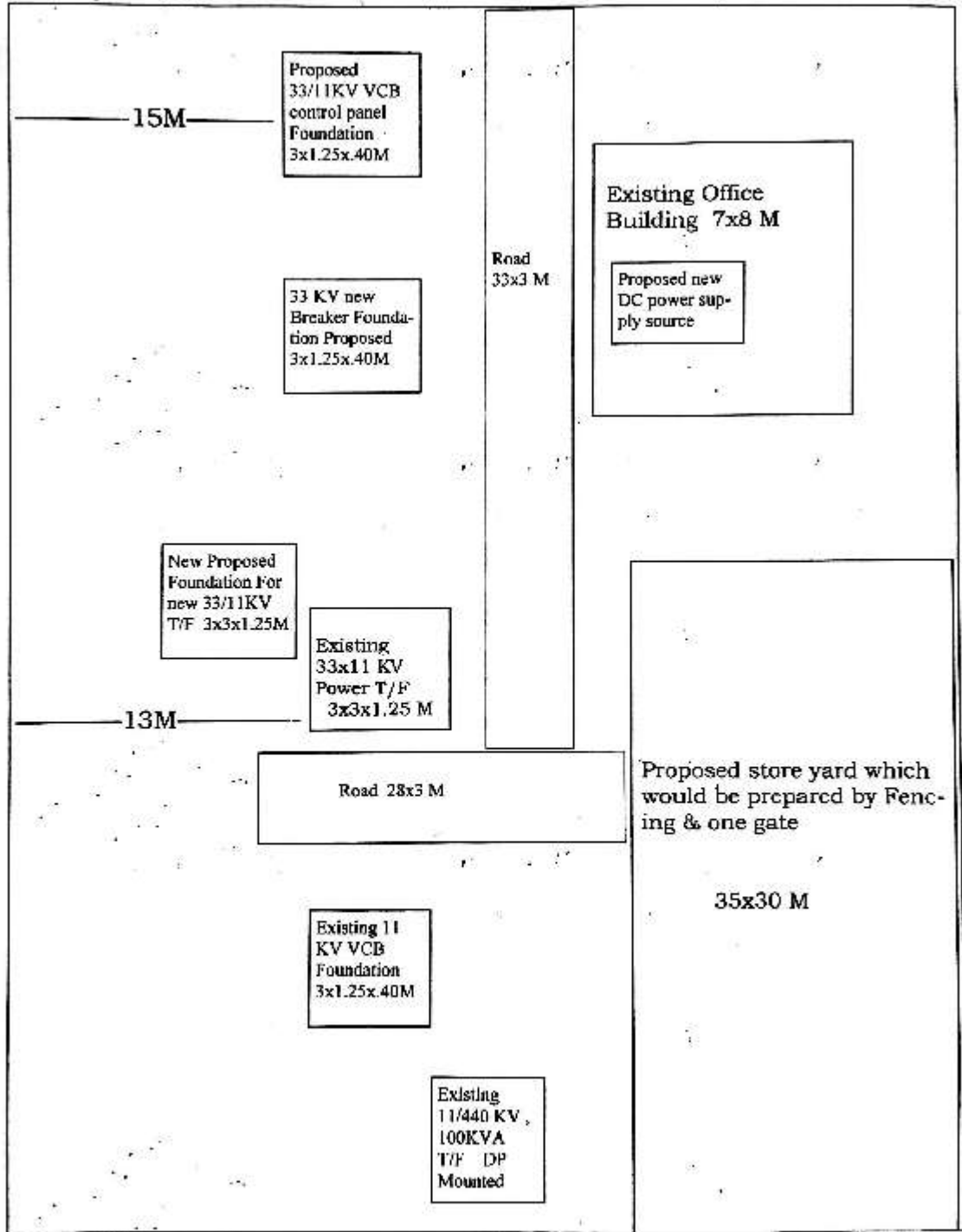
2. Procuring Entity’s Right to Vary Quantities

- (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.

Bank Details of Tender for RTGS/NEFT/Online refund of EMD

Sl. No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile No. (for SMS)	
4	Bank Account No.	
5	Banker details: a) Name b) Branch no. c) Address	
6	Type of A/c: Saving/Current/CC/any other	
7	IFSC code	

Signature of Contractor with Address.



Scanned with CamScanner