



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

## **TENDER DOCUMENT**

**FOR**

**‘Re-construction work of Ramps of Weigh-Bridge at Giral Lignite Mine, RSMML, Barmer (Rajasthan) ’**

**Tender No. F.9(1)12/2023/00176/ 117 Dated 24.12.2024**

**Issued by:**  
**Manager (Mech -Contracts))**  
**SBU&PC -Lignite, RSMML, Khanij Bhawan,**  
**Tilak Marg, C-Scheme, Jaipur-302005**

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

**Date of downloading of Tender: From : 24.12.2024 to 09.01.2025 up to 1.00 pm**

**Last Date of Submission of Tender : 09.01.2025 up to 3.00 pm**

**Date of Opening of Techno-commercial Part : 10.01.2025 at 11.00 Am**

**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, Tilak Marg  
C-Scheme, Jaipur-302005  
Ph: 0141-2227938, 2227947  
Fax: 0141-2227360, 2227761



# Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

SBU & PC- LIGNITE, JAIPUR

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Corporate Office: 4, Meera Marg, Udaipur-303 001

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

Phone: (0141) 2227947, 4016644 Fax: 0141-2227715, 2227060

E-mail: jaipur.rsmml@rajasthan.gov.in CIN-U14109RJ1949SGC000505, Website: www.rsmm.com

Ref. No :- F.9(1)12/2023/00176/117

Dated 24.12.2024

## Detailed Notice Inviting Tender

Tenders are invited for following work at our Khanij Bhawan, Jaipur from reputed Contractors :-

Brief Description	Estimated value of work (in Rs. Lacs )	Contract Period	EMD (in Rs.)
Re-Construction work of Ramps of Weigh-Bridge at Giral Lignite Mine, RSMML, Barmer (Rajasthan)	4.85	1 Months	9700.00
Cost of tender document is <b>Rs 590/-</b> (inclusive of GST), payable in cash/by D.D. in favour of "RSMML Ltd", payable at Jaipur			
Period of downloading of tender documents	From 24.12.2024 to 09.01.2025 up to 1.00 pm,		
Last Date & Time of online Submission of offer	Dated 09.01.2025 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 10.01.2025 at 11.00 Am at Khanij Bhawan, Tilak Marg, C-Scheme,		

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

- 1) The Tenderer should have successfully executed at least one similar nature work of in value not less than **Rs. 2.43** lacs in any one of the immediate preceding three financial years i.e. 2021-22, 2022-23 & 2023-24 in tenderer's name. Attested Copy of CA audited Balance Sheets and Profit & Loss Account/ TDS Certificate/Form-16 in support of turn over.

Tender is to be submitted in physical form as prescribed in the tender form. Tender fees will not be refunded in any case.

The Bidder should go through the website <https://sppp.rajasthan.gov.in> or [www.rsmm.com](http://www.rsmm.com) to download the document for submitting the bid in physical mode. The complete bid document has been published on the website for the purpose of downloading.

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

The tender shall be pre-qualified on the basis of documents submitted along with techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in

this tender subject to the joint/ several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

Tenderer(s) who have been banned/ suspended by the company or any government organization/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any mode other than prescribes shall not be accepted. All communications / correspondences/documents including the bid document should be physically signed, stamped on each page before submitting by the designated authorized representative of the bidder.

Manager (Mech-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

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C- 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 **“Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 **‘Statutory obligations(s)’** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 **“GGM (Lignite)”** shall mean the Group General Manager (GGM) for SBU&PC-Lignite of RSMML or his successors in office so designated by the company.
- 1.8 **“Engineer-in-Charge”** shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.9 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent  
/telegram /telex awarding the work, agreed variations, if any etc.
- 1.10 **“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 as per terms of the contract.
- 1.11 **“Detailed Specifications”** shall mean the specifications for materials and works as specified in PWD BSR/ issued under the authority of PWD/ or as implied/added to or

superseded by the special conditions.

- 1.12 **“Letter of acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.13 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.14 **“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.
- 1.15 **“Tender”** shall mean collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- 1.16 **“Clause” or “provision”** shall mean the clause and sub clauses of this tender document and/or agreement etc.
- 1.17 **“Contract”, “Contract Agreement”/“ Agreement’** shall mean the agreement between the company and the contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, plans, and agreed variations (if any). Detailed Letter of Acceptance and other documents constituting the tender and acceptance thereof.
- 1.18 **“Period of Liability”** in relation to the work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the company.
- 1.19 **Mines Manager”** shall mean the person appointed under Coal Mines Regulation, 2017 and so designated for Sonari Lignite Mines of Rajasthan State Mines & Minerals Limited.
- 1.20 **“Unit Head”** shall mean the Unit Head of Barmer unit of SBU&PC-Lignite of RSMML or his successors in office so designated by the company

# SECTION - II

## Instructions to the Tenderer & General Conditions

### 2.1 SUBMISSION OF OFFERS

- 2.1.1 Tender is to be submitted in physical form as prescribed in the tender form. Tender document fees will not be refunded in any case.
- 2.1.2 The Bidder should go through the website <https://sppp.rajasthan.gov.in> or [www.rsmml.com](http://www.rsmml.com) for submitting the bid in physical mode. The complete bid document has been published on the above-mentioned websites for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document. A copy of EMD, and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.1.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page by the designated authorized representative.
- 2.1.4 A scanned copy of EMD, and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.1.5 The DD towards the cost of tender document fees and Earnest Money deposit along with original affidavits as per Annexure-A&B of tender document should be kept in a sealed envelope addressed to Manager (Mech -Contracts)), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.

### 2.2 TENDER PROCEDURE

- 2.2.1 The Bidders are requested to download the Tender
- 2.2.2 The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

### 2.3 TENDER DOCUMENT FEE

The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of DD or Banker's Cheque in favour of RSMML payable at Jaipur. The payment by way of Demand Draft should be deposited physically at office of Manager (Mech -Contracts), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005 before 09.01.2025 upto 03.00PM.

- a) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- b) If the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

## 2.4 TECHNO COMMERCIAL OFFER:-

The original Technical Bid Form should be downloaded, filled and signed. The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly; otherwise the Bids will be summarily rejected. Copy of following document should be submitted along with Part I of the offer

- 2.5.1 Form 'A' with General information about the tenderer.
- 2.5.2 Duly filled Form 'B' of tender document
- 2.5.3 PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
- 2.5.4 Certificate showing successful completion/ execution of atleast one similar nature work with RCC work of value not less than Rs. 2.43 Lac in any one of the immediate preceding three financial years i.e. 2021-22, 2022-23 & 2023-24 in tenderer's name Attested Copy of CA audited Balance Sheets and Profit & Loss Account/ TDS Certificate/Form-16 in support of turn over.
- 2.5.5 Power of Attorney in favour of the authorized representative signing the tender documents.
- 2.5.6 Attested certificate for incorporation / memorandum & article of association/ partnership deed etc.
- 2.5.7 Copy of PAN & GST registration Number.
- 2.5.8 Tenderer shall confirm and showing applicability of GST on this work on them as per applicable rules.
- 2.5.9 Undertaking as per annexure-II of tender document.

## 2.5 PRICE OFFER

The rates quoted by the tenderer shall be inclusive of all applicable levies & duties **except Goods and Service Tax (GST)**. The Price Offer/Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Price Offer/Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Offer/Bid contains conditional offers.**

## 2.6 GOODS AND SERVICE TAX & TAX DEDUCTION AT SOURCE:-

The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).

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.

Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

In case 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.

RSMML will reimburse/recover at actual any tax/duties which are imposed/ increased/withdrawn/decreased after the last date of submission of offer & are directly applicable to this contract and payable by the contractor/recoverable by RSMML, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

## **2.7 VALIDITY OF OFFERS**

The tender offer shall remain valid for acceptance, for a period of 120 days from the date of opening of the tender. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall stand forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.

## **2.8 BID SECURITY / EARNEST MONEY DEPOSIT**

**2.9.1** Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines & Minerals Ltd." payable at Jaipur. This DD/ Pay Order should be enclosed and submitted with the Techno- Commercial offers. Offers without Earnest Money Deposit are liable to be rejected/ ignored. The Earnest Money Deposit shall not bear any interest.

**2.9.2** The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.

**2.9.3** Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.

**2.9.4** The Earnest Money Deposit shall be forfeited in the following cases :

- i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
- ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
- iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
- iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility/ qualify for the contract.
- v.) If the tenderer does not commence the work within the stipulated period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.



## 2.9 SECURITY DEPOSIT

**2.10.1** The rates of Work Performance Guarantee as per the prevailing terms and condition of the Company are @ 10% of total contract value. The successful tenderer shall furnish a Security Deposit through any of the option in favour of RSMML, Jaipur within 15 days of the issuance of Letter of Acceptance. The successful tenderer shall furnish a Security Deposit by following options:

- (i) The contractor shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Jaipur /Bank Guarantee, within 15 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Jaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, defect liability period, plus a grace period of three months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- (ii) The contractor may also opt to furnish SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Jaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- (iii) The Contractor at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.

**2.10.2** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

**2.10.3** The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

**2.10.4** All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the company

on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- 2.10.5** In the event of Bank Guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 2.10.6** In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 10 (Ten) days from the date of invoking of original Bank Guarantee.
- 2.10.7** In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- 2.10.8** The entire Security Deposit shall be refunded after the expiry of contract & completion of defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- 2.10.9** 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.
- 2.10.10** No interest is payable on S.D. amount.

## **2.11 ADDITIONAL PERFORMANCE SECURITY -**

- 2.11.1** In addition to Performance Security as specified in Rule 75 of RTPP Act & Rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation :

For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
  - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- 2.11.2** The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

## **2.12 NEGOTIATIONS:-**

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

## **2.13 AWARD OF THE CONTRACT:**

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 15 days from the date of issuance of LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the successful tenderer/contractor. The Performa shall be provided by the RSMML.

## **2.14 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 with fine which may extend to fifty lac rupees or ten percent of the assessed value of contract whichever is less.

## **2.15 RIGHTS OF COMPANY**

The Company reserves the right -

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

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

## **2.16 RIGHT TO REVIEW PERFORMANCE.**

- 2.16.1** The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract & forfeiture of security deposit.
- 2.16.2** The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

## **2.17 TERMINATION OF THE CONTRACT**

- 2.17.1** In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 2.17.2** The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors or any misbehave with EIC or not following the instruction of EIC.
- 2.17.3** Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

## **2.18 PROVIDENT FUND**

- i) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.15% administrative charges. An affidavit (as per Annexure-I) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part-I) of the offer.

- iv) However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.

## **2.19 LEGAL & STATUTORY OBLIGATIONS:**

- 2.19.1** The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 2.19.2** The contractor shall have valid Labour License and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMM.
- 2.19.3** The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 2.19.4** The contractor shall maintain and provide records including attendance register in case of maintenance work of all his employees including supervisors, at the site.
- 2.19.5** These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- 2.19.6** The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- 2.19.7** The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month.
- 2.19.8** The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of

wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.

- 2.19.9** In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 2.19.10** The contractor shall have to obtain and produce the license as applicable before starting the work.
- 2.19.11** The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- 2.19.12** The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- 2.19.13** 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.

## **2.20 OTHER RESPONSIBILITIES OF CONTRACTOR**

- 2.20.1** The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 2.20.2** The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 2.20.3** The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- 2.20.4** The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 2.20.5** The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- 2.20.6** Safety & discipline of the labour/ workers staff employed by him
- 2.20.7** The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

## **2.21 CRITERIA FOR DECIDING L-1 BIDDER**

The tenderer whose quoted rates are resulting into the lowest financial outgo for the company for the total scope of work will be considered as L-1 bidder. The total contract value will be arrived by adding total all Items considering the total liability of GST. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

## **2.22 COMPENSATION**

### **A) For Delay in commencement:**

In case the Contractor fails to commence the work within 7 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.5% (zero point five) plus applicable GST on it of the total contract value on daily basis from the contractor if the delay is on account of contractor subject to maximum 10.00% (Ten percent) of contract value

### **B) For Delay in completion:**

In case the Contractor fails to complete the *total job* within stipulated / extended period as given by the Engineer Incharge, and is established that the delay is on account of contractors lapses, the company shall recover a pre-determined and agreed compensation @ 0.5% (zero point five) plus applicable GST on it of total value of contract on daily basis from the contractor subject to maximum 10.00% (Ten percent) of contract value.

## **2.23 Defect liability period**

The defect liability period for the work will be 01 (one) year from the actual date of completion of the work of above or after passage of one monsoon season, whichever is later; 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.

## **2.24 RISK & COST**

The Company shall have full right to forfeit the wholly or partly security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

## **2.25 DISPUTE & JURISDICTION**

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

## **2.26 UNDERTAKING:**

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms& conditions of this tender.

Signature of Contractor  
with name & address.

## SECTION III

### SCOPE OF WORK & GENERAL CONDITIONS OF CONTRACT

#### 3.1 SCOPE OF WORK

The scope includes **‘Re-Construction work of ramps of Weigh-Bridge at Giral Lignite Mine, RSMML, Barmer** as detailed out in the Form ‘D’ and Special Conditions of Contract and as per directions of the Engineer-in-charge in accordance with the tender document herewith the tender document.

#### 3.2 PERIOD OF CONTRACT

The contractor has to complete all the mentioned work as per tender provisions during **1 month** from the date of issue of Letter of acceptance (LOA) /detailed letter of acceptance (DLOA). A period of **7 days** is allowed for mobilization by the contractor which shall be part of the overall completion time.

#### 3.3 PRE-QUALIFICATION CRITERIA

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

- 1) The Tenderer should have successfully executed atleast one similar nature work of in value not less than **Rs. 2.43** lacs in any one of the immediate preceding three financial years i.e. 2021-22, 2022-23 & 2023-24 in tenderer’s name. Attested Copy of CA audited Balance Sheets and Profit & Loss Account/ TDS Certificate/Form-16 in support of turn over.

Tender is to be submitted in physical form as prescribed in the tender form. Tender fees will not be refunded in any case.

The complete bid document has been published on the website <https://sppp.rajasthan.gov.in> or [www.rsmm.com](http://www.rsmm.com) for the purpose of downloading.

The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document & EMD and the same shall be reached to the office of Manager (Mech-Contracts), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)-302005 on or before the time specified for opening of techno-commercial part of tender.

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

The Price offer ( in Form ‘D’) only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price offer/bid opening.

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



The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted.

### 3.4 CONDITIONS OF CONTRACT

#### 3.4.1 Powers to determine the Contract

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

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

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

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

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

### **3.4.2 Time Extension**

If the contractor shall desire an extension of the time for completion of the work in the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 7 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final & binding on the contractor) reasonable grounds be shown therefore authorize in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

Failure or delay by the Company to hand over to the Contractor possession of the site necessary for the execution of the works, or to provide the necessary drawings and instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

### 3.4.3 Completion Certificate

Within Seven days of the completion of the work, contractor shall give notice of such completion to the Engineer-in-charge and within Fifteen days on the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his their work, People on the site in connection with the execution of the works as shall have been erected or constructed by the contractor.

### 3.4.4 Payment of Bills

- i) No payment shall be made for works estimated to cost less than Rupees One Thousand till after the whole but in the case of works estimates to cost more than Rupees One Thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then passed by the Engineer-in-charge. All such intermediate payment shall be regards as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfects or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contractor any part thereof in any respect of the accruing of any claim, not shall it conclude, determine, or effect in any way the powers of the Engineer- in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding the contractor in all respect.
- ii) The payment of final bill shall be made within one (1) month of the submission of such bill. If there shall be any dispute about any items of work then the undisputed item or items only shall be paid within the said period of one (1) month. The contractor shall submit a list of the disputed items within 15 days form the disallowance waived and absolutely extinguished.

The contractor shall submit an undertaking with monthly bill/s bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period.

- iv) The charges in the Bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, as the rates herein

after provided for such works.

- v) The Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill.
- vi) If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in respect.
- vii) Before taking any measurement of any work as referred to in above, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

### **3.5 Specification of Works**

- 3.5..1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions writing relating to the work assigned by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on site of the work for the purpose of inspection during office hours and the contractor shall , if he so requires, be entitled at his own expenses to make or cause to be made copies of specification, and of all such designs, drawings and instructions as aforesaid.
- 3.5..2 The sample of the material shall be strictly as per the approved makes and shall be used only after explicit approval of the Engineer- in-charge.
- 3.5..3 Collection of all material and material to be used for related works shall be subject to satisfactory checking & approval before use. If not found satisfactory the material shall be rejected or the rates may be reduced at the discretion of the Engineer-in-Charge and the contractor shall be bound to it.
- 3.5..4 The detailed specifications of the work shall be as provided in the Special Conditions of Contract (SCC)

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

The Engineer-in-charge shall have powers to make alternation in or commissions from or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during to progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in written by the Engineer-in-charge and such alterations, commissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in a manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he had agreed to do the main work, provided that additional quantities of each individual item shall not exceed 50% of the quantities as per standard norms of PWD provided against that item in the contract agreement.

The time limit for completion of the work shall be extended in the proportion that the additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

The rates of such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions:-

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

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

### **3.7 Curtailment of Scope**

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

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

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

### **3.8 Rectification of Defect**

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

### **3.9 Inspection & Supervision**

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

### **3.10 Hidden Works**

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

### **3.11 Damage to Company's property**

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

### **3.12 Safety & Diversion of Traffic**

The contractor shall not obstruct and shall be held responsible for the traffic/parking safety of traffic and any hindrance during the progress of the work within the working area.

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

### **3.13 Quoted Rates to be all inclusive**

The contractor shall supply at his cost all materials (except such special material, if any as may be in accordance with the contract be supplied from, the Engineer-in-charge's stores) plants, tools appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements or the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charges the requisite number of persons with the means that the materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement of examination at any time and from time to time for the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit, but delay on this account, if any, will not be reckoned by the company.



### **3.14 Subletting of Contract**

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

### **3.15 Lump sum Work.**

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

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

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

### **3.17 Reduced Rates**

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

### **3.18 Progress to accommodate working of other contractors**

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

### **3.19 Employees of the contractor**

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

### **3.20 Dismantling & Disposal thereof**

Contractor in course of the work should understand that all materials e.g. stone and other materials, obtainable in the work of dismantling etc. will be disposed off as directed by the Company.

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

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

### **3.22 Technical Examination & Audit**

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

### 3.23 Force Majeure

Neither the contractor nor RSMML shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notices from the, Statutory Authorities, Civil Commotion, Fire Accidents, Epidemics, War, Flood, Acts of Gods 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. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ Partial power failure/ interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting for a continuous period of three months, both the parties will consult each other and decide about the future course of action regarding the contract.

Signature of the contractor

Witness:

Address:

# SECTION- IV

## Special Conditions of Contract

### 4.0 Detailed Specifications for the Work

The bidders in their own interest should visit the **site at our Giral Lignite Mine, RSMML, Tehsil-Shiv, Distt Barmer** during any working day to inspect the site and conditions of work. No claim whatsoever shall be entertained on account of site conditions.

The work specified under the tender, is required to be executed with highest standards of quality and workmanship. The detailed specifications of various items of work specified in the bill of quantities and as directed by the Engineer-in-charge.

### 4.1. Civil Works as per G-Schedule

All civil works envisaged under this contract shall be as per the specifications provided in the tender. The provisions of standards of Rajasthan PWD-BSR-2022 and the National Building Code shall apply.

### 4.2. Undertaking for inspection of site

Each Bidder shall ensure to inspect the site to understand the scope of work and working conditions, hindrances and restriction etc., prior to submission of the bid and enclose a certificate / affidavit to this account as per the format placed at **Annexure-B**, alongwith the techno-commercial offer. In absence of the same the bid/ offer is liable to be rejected.

### 4.3. Samples/ designs of all items to be approved by the EIC

The contractor shall arrange to furnish the samples at site of work of all items of work along with working drawings' wherever needed, to the EIC for approval prior to executing the respective works.

The works are to be strictly executed in accordance with the list of approved makes. The selection of any particular make, based on samples provided by the contractor, shall be at the sole discretion of the EIC.

### 4.4. Due care & cleaning of site

The contractor shall be responsible for due care to ensure unrestricted movement of vehicles around the site of work.

The works are to be carried out in an existing Weigh bridge building. The Contractor shall be responsible for its due cleaning and providing appropriate covering arrangements, as directed by EIC, so as to avoid any damage to the building/ vehicles parked.

# TECHNO COMMERCIAL OFFER

## RAJASTHAN STATE MINES & MINERALS LTD.

(A Government of Rajasthan Enterprise) Jaipur

### General Information about the Tenderer

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
(Audit report to be enclosed)			
Details of successfully completed similar nature works of more than Rs. 2.43 lac value			
Details of similar nature work of executed for any Govt. department/ PSU/ Banks, If any			
Name & Address's of Banker(s)			
PAN No.			
Goods and Service Tax Registration No.			
PF Account number			
Labour License Number			
If tenderer is in any other business also Please specify			
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate			
Others (specify)			
Bank details of RTGS	<ol style="list-style-type: none"> <li>1. Complete Bank Account No.</li> <li>2. IFSC/NEFT Code of Branch</li> <li>3. Name of Bank &amp; Branch</li> </ol>		

**(Signature of Tenderer with seal)**

**PART - I (Technical Bid)**

**Name of work 'Re-Construction work of Ramps of Weigh-Bridge at Giral Lignite Mine, RSMML, Barmer Tender No. F.9(1)12/2023/00176/117 Dated 24.12.2024**

**Pre- qualifying criteria – (Single successfully completed similar nature work)**

Year	Details (along with completion certificate of successfully completed one similar nature works of value more than Rs. 2.43 Lac
2021-22	
2022-23	
2023-24	

Turnover (Attested copy of CA audited Balance Sheets of last Three financial years & other appropriate proof i.e. Form -16 to be uploaded)

Signature of contractor with address.

## DECLARATION

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

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

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

Date

Place

**Signature with name & seal**

**PART - II (PRICE OFFER)**  
**FORM OF 'G' SCHEDULE**

(Based on Integrated Rajasthan PWD BSR-2022 -Building works)

Name of Work: **Re-Construction work of ramps of Weigh-Bridge at Giral Lignite Mine, RSMML, Barmer**

**Tender No. F.9(1)12/2023/00176/117 Dated 24.12.2024; Time period : 1 months**

S.No	BSR Ref.	Description	Unit	Qty	Rate	Amount
		<b>Civil Works</b>				
1	1.1	Earth work in surface excavation not exceeding 30cm. in depth but exceeding 1.5 meter in width as well as 10 Sqm on plan including disposal of excavated earth up to 50 Mtr. and lift up to 1.5 Mtr. disposed soil to be levelled and neatly dressed : All kinds of soil	89.10	<b>Cum</b>	35.00	3118.50
2	1.3	Banking excavated earth in layers not exceeding 20cm. in depth breaking clods watering, rolling each layer with 1/2 tonne roller, or stone or steel rammers, and rolling every 3rd and top-most layer with power roller of 8-10 tonne capacity and dressing up in embankments for roads, flood banks marginal banks, and guide banks etc. lead up to 50 Mtr. and lift up to 1.5 Mtr. All kinds of soils	59.40	<b>Cum</b>	171.00	10157.40
3	3.1.4	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	68.31	<b>Cum</b>	4624.00	315865.44
4	1007	Angle iron: size 75 mm x 75mm x 6 mm x Length 14 ft ; 14 ft x @2.072 Kg/ft=29.01 Kgs/Nos.; 29.01 Kgs Kgs x 4 Nos= 116.03 Kgs..	116.03	Kg.	74.00	8586.37
5	1007	Angle iron: size (40 mm x 40mm x 5 mm x length 1 ft. ; 1 ft x @0.915 Kg/ft= 0.92 Kgs/Nos., 0.92 Kgs x 20 Nos= 18.30 Kgs.	18.30	Kg.	74.00	1354.20
6	114	Welding work	4	day	500.00	2000.00
7	14.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. ( At the edge of the ramp, a small stone wall above to protect the vehicle so that the tires do not fall down.)	10.80	Cum.	930.00	10044.00
8	4.13.3	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level. Thermo-mechanically Treated bars (Conforming of relevant IS code) 10 mm Bar:- (33 mtr x 18 piece = 594 mtr.) + (4.5 mtr x 132 piece =594 mtr) =1188 mtr.; 1188 mtr.x 0.617= 733 kg; 733 kg.x 2 side = 1465.99 Kgs	1465.99	Kg.	77.00	112881.23
					<b>Total</b>	<b>464007.14</b>
9		Miscellaneous. Works (Plaster/ crack filling on old work, iron frame for protection of both side as per EIC direction)			<b>4.50%</b>	<b>20880.32</b>
10		<b>G Total (Ex- GST)</b>				<b>484887.46</b>
		<b>Say Rs</b>				<b>484887.00</b>

<b>Rates are to be quoted % above(+) or Below(-) BSR</b>	<b>%</b>	<b>Amount</b>
Quoted % Rate Above (+) BSR	..... %	(+) ₹
<b>OR</b>		
Quoted % Rate Below (-) BSR	..... %	(-) ₹
<b>G Total Amt.</b>		₹
<b>G Total Amt. in Words:-</b>		

Signature of contractor :

Name of firm :

Address :

Contact No. :



**Terms & Conditions:**

1. The tenderer shall quote rates, % above(+) or Below(-) BSR of the given BSR in Form D which is inclusive of all duties and levies except Goods and service tax in the Form D as given above.
2. The contractor shall quote his rates for complete item including all material & labour but excluding GST.
3. The measurement of the work shall be as per provisions of relevant IS Code.
4. The work shall be executed strictly as per directions of the Engineer-in-Charge.
5. Samples of works, wherever required, shall be got approved by the Engineer-in-charge.
6. All cleaning of debris & disposal of dismantled material shall be responsibility of the contractor.
7. The contractor shall execute work with proper care and with due permission of the office at designated time only.
8. Contractor shall be responsible to ensure due & proper functioning of the weigh bridge of Giral Lignite Mines .
9. Raw material shall be stored at the area given by EIC and cleaning of the area other than specified area /working area at all-time shall be the responsibilities of the contractor.
10. All statutory deductions shall be made as per relevant provision.
11. The contractor is required to ensure decent behavior of the staff & labour employed for the work at all times failing which RSMML shall be at liberty to terminate the contract.

Name & Signature of Contractor Address & Contact No.

**AFFIDAVIT**

(On Non Judicial Stamp Paper worth Rs 50/- )

**Tender No. F.9(1)12/2023/00176/117**

**Dated 24.12.2024**

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

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

Deponent (Authorised Signatory)

**VERIFICATION**

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

Deponent  
(Authorised Signatory)

**Note:** Original Notarized affidavit shall be sent to the office of Manager(Mech-Contracts) RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-Raj-302005 along with Tender fees and EMD.

**AFFADAVIT**

(On Non Judicial Stamp Paper worth Rs 50/- )

**Tender No. F.9(1)12/2023/00176/117**

**Dated 24.12.2024**

Name of Tenderer.....

I.....S/o Shri.....aged.....Years, resident  
of.....on behalf of the

tenderer.....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 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.
- (7) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (8) I/We do hereby confirm that I/We have inspected the site at Giral Lignite Mine, Barmer on..... and fully understood the working conditions, likely hindrances and restrictions posed on account of the existing Wiegh Bridge and have submitted our offer taking into consideration the same. No claim of extra expenses / extra item shall be made by us on this account.
- (9) 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.

Place:

Date:

Signature of Tenderer(s) (Authorized Signatory)  
With Seal

**Note:** Original Notarized affidavit shall be sent to the office of Manager (Mech- Contracts), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-Raj-302005 along with Tender fees and EMD.

**Compliance with the Code of integrity and No conflict of Interest**

Any person participating in a procurement process shall:

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

**Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date Place

Signature of bidder Name: Designation: Address:

## Annexure-E

The designation and address of the First Appellate Authority is –  
Principal Secretary to the Government of Rajasthan, Department  
of Mines & Petroleum,  
Secretariat, Jaipur

The designation and address of the Second Appellate Authority is – Principal  
Secretary to the Government of Rajasthan,  
Department of Finance,  
Secretariat,  
Jaipur

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

**(5) Form of Appeal**

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

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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

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

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

1. Particular of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. ground of appeal

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

7. Prayer:.....

.....

Place.....

Date.....

Appellant's Signature



### **Additional conditions of Contract**

#### **1. Correction of arithmetical errors**

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

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

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

#### **2. Procuring Entity's Right to Vary Quantities**

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

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

**ANNEXURE-G**

(To be issued by a public sector Bank(except SBI)/ICICI/Axis/HDFC having its Branch office at Jaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/- )

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 fulfillment 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 witness 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 CPA 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 \_\_\_\_\_2024.