



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e- TENDER DOCUMENT

for the work of

**Comprehensive contract for water supply at Jhamarkotra
Mines including operation, repair and maintenance of
pumps at GLR and Bagdara Colony.**

e-Tender No. RSMM/CO/GGM(Cont.)/Cont-10/2025-26 Dated 26.08.2025

Issued by

Group General Manager (Contracts),

Corporate Office,

RSMML, Udaipur

Cost of Non-Transferable

Tender Document (including GST): Rs1180/-

Date of downloading of Tender: From 26.08.2025 to 24.09.2025 up to 1.00 pm

Last Date of submission of online Tender: 24.09.2025 up to 3.00 pm

Date of online opening of Techno-commercial Part: 25.09.2025 at 3.30 pm

Registered Office:

C-89 Jan path Lal Kothi Scheme, Jaipur –302 015

Phone:0141-2743734

Fax: 0141-2743735

Corporate Office:

4, Meera Marg, Udaipur - 313 001

Phone :(0294)2428743,2414396,

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SBU & PC - Rock Phosphate,

Jhamarkotra Rock Phosphate Mines, Post:

Jhamarkotra - 313015, UDAIPUR

Phone: 0294-2342441-45FAX: 0294-

2342444



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

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

Ref. no: - e-Tender No. RSMM/CO/GGM(Cont.)/Cont-10/2025-26

Dated: 26.08.2025

DETAILED E-NOTICE INVITING TENDER

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

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (In Rs.)
Comprehensive contract for water supply at Jhamarkotra Mines including operation, repair and maintenance of pumps at GLR and Bagdara Colony.	18.85 lakh	24 Months	37,700.00
Cost of tender document is Rs. 1180/- inclusive of GST, payable by D.D. in favour of “RSMM Ltd, Udaipur”			
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of tender documents	From 26.08.2025 to 24.09.2025 up to 1.00 pm		
Last Date & Time of online Submission of offer	24.09.2025 up to 3.00 pm		
Date of opening of Techno Commercial offer	25.09.2025 at 3.30 pm (Online)		

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

1. The tenderer should have minimum turnover of Rs. 9.43 Lakh in any one of the immediate preceding four financial years i.e. 2021-22, 2022-23, 2023-24 and 2024-25 in tenderers name.
2. The tenderer should have successfully executed at least one similar nature work* of value not less than Rs. 4.72 Lakh in any Central or State Government Department or Institution/ Central or State PSU/ Reputed Private Institution/ Organization in any one of the immediate preceding four financial years i.e. 2021-22, 2022-23, 2023-24 and 2024-25 in tenderers name.

* ‘**Similar nature work**’ is defined as works that are awarded for contract period of at least one year and involves routine operation/repair/maintenance of pumps for operation of any Industrial Plant/ Sewage Treatment Plant/ Effluent Treatment Plant/ Public Water Supply or Mine Dewatering.

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

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

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

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. The 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(es) 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.

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

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

Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

Group General Manager (Contracts)

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

SECTION - I

GENERAL

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) 302 015, 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 **“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.
- 1.8 **“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.
- 1.9 **“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.
- 1.10 **“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.

- 1.11 **“Group General Manager (Contract)”** shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.12 **“Group General Manager (Phos)”** shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.13 **“Agent”** shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.14 **“Mines Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.15 **“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.
- 1.16 **“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.
- 1.17 **“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.
- 1.18 **“Specifications”** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.19 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.20 **“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.

INTERPRETATIONS:

- 1.21 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.22 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Managing Director of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 1.23 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 1.24 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.25 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 1.26 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.27 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intension appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.28 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.29 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.30 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

SECTION - II

INSTRUCTIONS TO THE TENDERER

PRE-QUALIFYING CRITERIA

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

1. The tenderer should have minimum turnover of Rs. 9.43 Lakh in any one of the immediate preceding four financial years i.e. 2021-22, 2022-23, 2023-24 and 2024-25 in tenderers name.
2. The tenderer should have successfully executed at least one similar nature work* of value not less than Rs. 4.72 Lakh in any Central or State Government Department or Institution/ Central or State PSU/ Reputed Private Institution/ Organization in any one of the immediate preceding four financial years i.e. 2021-22, 2022-23, 2023-24 and 2024-25 in tenderers name.

* **‘Similar nature work’** is defined as works that are awarded for contract period of at least one year and involves routine operation/repair/maintenance of pumps for operation of any Industrial Plant/ Sewage Treatment Plant/ Effluent Treatment Plant/ Public Water Supply or Mine Dewatering.

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The 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(es) 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.

SUBMISSION OF OFFERS

- 2.1 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- 2.2 The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.

- 2.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 2.4 A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 2.5 The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure- E & F of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc. is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.
- 2.6 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect before the submission of offer.
- 2.7 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matter whatsoever that might affect the carry out of the works at the scheduled rates & to have satisfy himself to the sufficiency of his tender. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release to the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature & magnitude of the works & requirement of the materials, equipment, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing similar & same type of work etc.& as to what all works, he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The contractor shall be deemed to have visited site to assess all other factors involved in the execution of works.
- 2.8 All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

TENDER PROCEDURE

- 2.9 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 2.10 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.

- 2.11 The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 2.12 It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- 2.13 The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- 2.14 The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- 2.15 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.

TENDER DOCUMENT FEE

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

E-TENDERING PROCESSING CHARGES

- 2.17 For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of submission of the Tender.

ONE BID PER TENDERER:

- 2.18 Each tenderer shall submit only one tender, either individually or as a partnership firm or a private/public limited company or a co-operative society.

COST OF BIDDING:

- 2.19 The tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.
- 2.20 All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorized him/her to sign on behalf of tenderer before submission of the tender.
- 2.21 Tender in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.
- 2.22 Canvassing in connection with tenders is strictly prohibited for tenderer submitted by the tenderers, who resort to canvassing, will be liable for rejection.

- 2.23 Tenderers in their own interest are advised to read the tender document completely & carefully, to avoid submission of incomplete bid. Tender, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.
- 2.24 The company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT:

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

ADDENDA/CORRIGENDA:

- 2.28 Addenda/corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 2.29 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

PART I 'TECHNO-COMMERCIAL BID':

- 2.30 The tenders shall be submitted online as prescribed above in the tender document. The "Techno-commercial Bid" should contain the following:
- i) One set of tender documents along with conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.

- ii) Power of Attorney in favour of the authorized representative signing the tender documents.
- iii) Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be. In case the tenderer/contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iv) Attested Copy of CA certified Balance Sheets and Profit & Loss Account in support of turn-over.
- v) Self-attested Copies of LOA/work order along with completion Certificate of works successfully executed; in support of experience of executing similar nature work.
- vi) Copy of PAN & GST Identification No.
- vii) Duly filled Form 'A' with General information about the tenderer.
- viii) Duly filled Form 'B' with details and supporting documents.
- ix) A certificate that price bid is in the prescribed format and no conditions have been attached to it as per Form 'C'.
- x) PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per Annexure 'E'.
- xi) Tenderer should submit an undertaking on Non-Judicial Stamp Paper as per Annexure 'F' of tender document.
- xii) Duly filled and signed Annexure 'B' of tender document.

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

PART II 'PRICE BID':

- 2.32 The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format.
- 2.33 The rates quoted by the tenderer shall be inclusive of all applicable levies & duties **except Goods and service tax.**
- 2.34 The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected.
- 2.35 The rates are to be quoted shall be only in INDIAN RUPEES (INR) only as per the price format. The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST.
- 2.36 While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- 2.37 The Price Offer/Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.

DEADLINE FOR SUBMISSION OF BIDS:

- 2.38 The company may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the company and of the tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

LATE BIDS/DELAYED BIDS:

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

OPENING OF THE TENDER:

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

VALIDITY OF OFFERS

- 2.42 The tender offers should remain valid and open for acceptance, for a period of **120 days** from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.
- 2.43 In exceptional circumstances, prior to expiry of the original time limit, the company may request the tenderer to extend period of validity for a specified additional

period. The request and the tenderer responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

- 2.44 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan state mines and minerals ltd." payable at Udaipur. 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.
- 2.45 The Earnest Money Deposit shall not bear any interest.
- 2.46 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.
- 2.47 The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.
- 2.48 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.
- 2.49 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.

EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 2.50 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid;
- i.) Meets the eligibility criteria;
 - ii.) Has been properly signed, dated & sealed;
 - iii.) Is accompanied by the required securities; and
 - iv.) Is substantially responsive to the requirements of the bidding documents.
- 2.51 A substantially responsive bid is one, which confirms to all the terms, conditions, and pacification of the bidding documents without material deviation or reservations. A material deviation or reservation is one;
- i.) Which affects in any substantial way the scope, quality or performance of the work; and /or
 - ii.) Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; and /or

- iii.) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids?

EVALUATION OF TECHNO-COMMERCIAL BID:

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

CRITERIA FOR DECIDING L-1 BIDDER

- 2.56 The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as L-1 bidder.

NEGOTIATIONS: -

- 2.57 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.
- 2.58 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.
- 2.59 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

CORRECTION OF ERRORS:

- 2.60 Price Bid of substantially responsive bidders will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows;
 - i.) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and

- ii.) Where there is a discrepancy between the unit rate and the line item, total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - iii.) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 2.61 The amount stated in the bid will be adjusted by the company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.

PROCESS TO BE CONFIDENTIAL:

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

AWARD OF THE CONTRACT:

- 2.64 The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement on the prescribed format, which shall consist tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

INTERFERENCE WITH PROCUREMENT PROCESS:

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

RIGHTS OF COMPANY

- 2.66 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 it is established that the tenderer has submitted any wrong /misleading information or forged documents along with offer or thereafter.
- 2.67 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.

REFUSAL / FAILURE:

- 2.68 In the event the tenderer, after the issue of communication of acceptance of tender by the company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and willful breach of contract, and in such an event the company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

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

SECURITY DEPOSIT

- 3.4 The successful tenderer shall furnish a Security Deposit of 10 % of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner:
- i.) The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due 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 Public Sector Bank or Schedule private Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period (if any), plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
 - ii.) The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public Sector Bank or Schedule private Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security

- deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him
- iii.) The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from each running 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.
- 3.5 The entire Security Deposit shall be refunded after the expiry of contract plus a grace period of six months, provided the Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.
- 3.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 3.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 3.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 3.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 3.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 3.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 3.12 No interest is payable on S.D. amount.
- 3.13 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

ADDITIONAL PERFORMANCE SECURITY

- 3.14 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.
- 3.15 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.

PROVIDENT FUND

- 3.16 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.
- 3.17 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.
- 3.18 However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- 3.19 Contractor's who are not coming under the purview of EPF & MP Act and do not have the PF registration number should submit an affidavit on non-judicial stamp-paper of Rs.50/- as per Annexure-E.

RATES & TAX DEDUCTION AT SOURCE: -

- 3.20 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).
- 3.21 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.
- 3.22 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.
- 3.23 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.
- 3.24 In case of reversal of input tax credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns toward 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.
- 3.25 Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filed for relevant tax period.
- 3.26 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

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

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

ASSIGNMENT & ADDITIONAL CONTRACTS

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

LEGAL & STATUTORY OBLIGATIONS:

- 3.31 The Contractor shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Motor Transport Workers Act, Motor Vehicle Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, 1970, RTPP Act or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The Contractor shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the Company or by the Contractor to the State or Central Government or any other Government authorities or local authority or body.
- 3.32 The Contractor in whose favor the tender is awarded shall be required to furnish necessary information under Contract Labours (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made there under to the GM (P&A) of the company before starting the work. The Contractor shall obtain license under the above act/s.
- 3.33 The contractor, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable in respect of the Mines and/or working thereof, during the period of this contract. If due to failure of the contractor to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on the RSMML, then the contractor shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the contractor. Non-compliance of this clause by the contractor will also constitute a breach of agreement on the part of the contractor.

LIABILITY FOR ACCIDENT TO PERSONS

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

SUBLETTING OF CONTRACT

- 3.36 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 it 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.

EMPLOYEES OF THE CONTRACTOR

- 3.37 Contractor has to deploy such a staff in this work who has enough knowledge about operation and maintenance of pumps and should possess sufficient experience of operation of pumps. The deployed staff should be healthy enough for carrying out laborious works in field. The Engineer-in-charge may require the removal within twenty-four hours by the contractor of any 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.

PROTECTION TO PLANTATION

- 3.38 The contractor shall not fire to any standing jungle trees, brushwood or grass without a written permit from the Engineer-in-charge.

- 3.39 When such permission is given and also in all cases when destroying, out or dug up trees, brushwood, grass etc. by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. Any damage caused by the spreading of such fire, whether in or beyond the limits of the Company's property shall be made good by the contractor within a period specified by the Engineer-in-charge or on default the amount of the damage may be made good by the Engineer-in-charge the expense being recovered from the contractor as damages, or deducted by the Engineer-in-charge from any sums that may be due or become due from the Company to the contractor under this contract or otherwise.
- 3.40 The contractor shall bear the expenses of defending any action law proceedings that may be brought by any person for injury sustained owing to neglect or precautions to prevent spread of fire and shall pay any damages and cost that may be awarded in consequences.

OTHER RESPONSIBILITIES OF CONTRACTOR

- 3.41 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 3.42 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 3.43 Safety & discipline of the labour/ workers staff employed by him
- 3.44 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 contractor's bills/security deposits.

RIGHT TO REVIEW PERFORMANCE.

- 3.45 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.
- 3.46 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.

POWERS TO DETERMINE THE CONTRACT

- 3.47 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.

3.48 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.

TERMINATION OF THE CONTRACT

3.49 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 15 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.

3.50 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.

3.51 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 15days' 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.

RISK & COST

3.52 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.

RECOVERY OF CLAIM AGAINST THE CONTRACTOR

- 3.53 Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract or the company shall be entitled to recover such sum by appropriating, in part or whole, the Work Performance Guarantee of the contractor. In the even to of the security being in sufficient 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.
- 3.54 In any-case in which any of the powers conferred by Clause 4.17 to 4.25 here of, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall not with starting, be exercisable in the event of any future case of default by the Contract or for which, by any clause or clause share of, he is declared liable to pay compensation amounting to the, whole of his Work Performance Guarantee/Earnest Money and the liability of the Contractor for past and future compensation shall remain unaffected.
- 3.55 In the, event of the Engineer-in-charge putting in force, powers vested in him under any clause of this tender document, he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the contract or of procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the 'same in account, at the contract rates or, incase of these not being applicable, at current market rates, to be certified by the Managing Director or duly authorized Engineer (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-charge may, by notice in writing to the contractor⁹r his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Managing Director or other duly authorized Engineer may remove the Contractor's expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Managing Director or other duly authorized Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sales hall be final and conclusive against the Contractor.

TIME EXTENSION

- 3.56 If required, contract period may be extended after seeking approval from competent authority and getting consent from contractor for continuing this work on same rate, terms and conditions.

APPEALS:

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

DISPUTE & JURISDICTION

- 3.58 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the company shall be final and binding.
- 3.59 No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 3.60 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION IV

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

BRIEF DESCRIPTION

- 4.1 There are two main objectives of this contract:
- (i) Routine water supply at Jhamarkotra Mines by performing operation of pumps at GLR on 24 x 7 bases.
 - (ii) Routine Water supply at Bagdara colony by installing digital surveillance system for monitoring of water level at Sump and OHSR including automation of submerge pump at Bagdara sump and operation of valve.
- 4.2 Ground level Water Reservoir (GLR) is an RCC circular tank of 10 Lakh liter capacity. At GLR we are having a pumping station from where drinking water is being supplied in entire Jhamarkotra Mines, IBP and both the residential colonies, nearby villages etc. Therefore, this GLR is one and only centralized drinking water supply pumping station at Jhamarkotra Mines.
- 4.3 At GLR, we receive potable water from mine through dewatering tubewells. For distribution of this collected water, we are having provision of installing 4 centrifugal pumps. At present there are 2 pumps (Kirloskar Make DSM Pumps, Discharge-52 lps at Head of 100m and of 90kW each) installed at GLR and are in operation condition.
- 4.4 Bagdara residential colony is located at a distance of approximately 7 km from Jhamarkotra Mines toward Udaipur. Water from Jhamarkotra Mines is supplied at Bagdara colony into an underground tank (sump) of approximately 75 Kiloliter storage capacity. This collected water is then filled into an OHSR of approximately 3.00 Lakh liter storage capacity by operating a submerge pump of 7.5 HP capacity. Routine water supply at Bagdara colony is done on daily basis from OHSR by operating a 100 mm size sluice valve.

SCOPE OF WORK

- 4.5 The following works are to be carried out on regular basis:
- (i) Operation of pumps at GLR on regular basis in all the three shifts. It also includes operation of control valves etc. required for diverting the pumped water in distinct areas of mines as per directions of Civil Engineering Department.
 - (ii) Operator on duty must be equipped with mobile and it shall be the duty of operator to promptly report to Civil Engineering Department in case of any unusual event like stoppage of incoming water from mines, electrical fault/failure, defects in pumps, defect in valves etc.
 - (iii) Routine maintenance of pumps including valves at GLR like greasing, tightening and replacing of gland packing, tightening of loose nuts, bolts etc. Tools required for such maintenance must be arranged by the contractor and material like grease, glands etc. shall be provided by RSMML as per requirement of the operator.
 - (iv) Complete repairing and overhauling of pumps. Only spares shall be provided by RSMML.

- (v) In case, major repair or rewinding of motor is required, contractor has to shift the motor to GSF workshop including loading, unloading and decoupling of the motor and similarly, shifting of duly repaired motor including loading, unloading and coupling shall be in the scope of this contract. However, major repair and rewinding shall not be in the scope of contract and shall be done by RSMML.
- (vi) Surveillance, ward and watch of equipment, machinery installed at GLR including existing setup of operator's room located at top of tank and area near GLR and to ensure no entry of animal near GLR.
- (vii) To keep the pumping area (at GLR(Mines) and Bagdara), operator's room and surroundings clean and clear of wild vegetation by regular cleaning and cutting nearby bushes etc.
- (viii) Installation of digital surveillance system for monitoring water level at Sump and OHSR at Bagdara Colony.
- (ix) Installation of remote-control system at Bagdara sump for remote operation of pump and supply valve.
- (x) Daily water supply at Bagdara Colony by remote operation of submerge pump and supply valve installed at Bagdara Colony.
- (xi) In case, remote-control system for water supply at Bagdara Colony do not work properly for any reason, contractor has to manage the daily water supply at Bagdara manually.
- (xii) Repairing and restoration of remote-control water supply system at Bagdara Colony

SPECIAL CONDITIONS OF WORK:

- 4.6 To maintain record like pumping hours, water level of GLR & Raw Water Reservoir and condition of pumps etc. in each shift on log book neatly (format of log book shall be provided by EIC) and to submit the same to EIC on daily bases.
- 4.7 To maintain record of routine maintenance, periodical maintenance and repairing of pumps including advance intimation for requirement of spares and consumption of spares and deposition of old return after replacement.
- 4.8 Shift Schedule for next month mentioning name of operator, mobile number, and shift should be made available to EIC well in advance. Preferably before 27th of each month.
- 4.9 The contractor shall have to make his own arrangements of transportation, communication, shelter, food, drinking water etc. required for normal working at GLR for the person engaged by them.

GUIDELINES FOR SAFE OPERATION OF PUMPS AND THEIR MAINTENANCE

- 4.10 Following points should be checked before starting the pump.
 - Power is available in all 3 phases.
 - All connections are properly thimble (insulated/covered)
 - Trip circuit for relays is in healthy state\ Check voltage in all 3 phases
 - The voltage in all phases should be almost same and within + 10% of rated voltage, as per permissible voltage variation.
 - Check and ensure that the pump is free to rotate.

- Check overcurrent setting if the pump is not operated for a week or longer period.
 - Before starting it shall be ensured that the water level in the sump/intake is above low water level and inflow from the source is adequate.
- 4.11 Stopping the Pump under Normal Condition
- Steps to be followed for stopping a pump of low and medium specific speed are as follows:
- Close the delivery valve gradually (sudden or fast closing should not be resorted to which can give rise to water hammer pressures).
 - Switch off the motor.
- 4.12 Stopping after Power Failure/Tripping
- Following procedure should be followed.
- Close all delivery valves on delivery piping of pumps if necessary, manually as actuators cannot be operated due to non-availability of power.
 - Check and ensure that all breakers and starters are in open condition i.e. off-position.
 - All switches and breakers shall be operated to open i.e. off-position.
- 4.13 Pumping Machinery Maintenances
- (a) Daily
- Clean the pump, motor and other accessories.
 - Check coupling bushes/rubber spider.
 - Check stuffing box, gland etc.
- (i) Routine observations of irregularities
- The pump operator should be watchful and should take appropriate action on any irregularity noticed in the operation of the pumps. Particular attention should be paid to following irregularities.
 - Changes in sound of running pump and motor
 - Abrupt changes in bearing temperature.
 - Grease leakage from bearings
 - Leakage from stuffing box or mechanical seal
 - Changes in voltage
 - Changes in current
 - Changes in vacuum gauge and pressure gauge readings
 - Sparks or leakage current in motor, starter, switch-gears, cable etc.
 - Overheating of motor, starter, switch gear, cable etc.
- (ii) Record of operations and observations
- A log book should be maintained to record the observations, which should cover the following items:
- Timings when the pumps are started operated and stopped during 24 hours.
 - Voltage in all three phases.
 - Current drawn by each pump-motor set and total current drawn at the installation. • Frequency.
 - Readings of vacuum and pressure gauges.
 - Motor winding temperature.
 - Bearing temperature for pump and motor.
 - Water level in intake/sump.

- Flow meter reading.
 - Daily PF over 24 hour's duration.
 - Any specific problem or event in the pumping installation or pumping system e.g. burst in pipeline, tripping or fault, power failure.
- (b) Monthly Maintenance
- Check free movement of the gland of the stuffing box; check gland packing and replace if necessary. Clean and apply oil to the gland bolts.
 - Inspect the mechanical seal for wear and replacement if necessary. Check condition of bearing oil and replace or top up if necessary.
- (c) Quarterly Maintenance
- Check alignment of the pump and the drive. The pump and motor shall be decoupled while correcting alignment, and both pump and motor shafts shall be pushed to either side to eliminate effect of end play in bearings.
 - Clean grease lubricated bearings and replenish with fresh grease. Condition of the grease should be checked and replaced/replenished to the correct quantity.
 - Tighten the foundation bolts and holding down bolts of pump and motor mounting on base plate or frame.
 - Check vibration level with instruments if available; otherwise by observation.
 - Clean flow indicator, other instruments and appurtenances in the pump house.
- (d) Annual Inspections and Maintenance
- A very thorough, critical inspection and maintenance should be performed by trained operator/technician once in a year. Following items should be specifically attended.
- Clean and flush bearings with kerosene and examine for flaws developed, if any, e.g. corrosion, wear and scratches. Check end play. Immediately after cleaning, the bearings should be coated with oil or grease to prevent ingress of dirt or moisture.
 - Clean bearing housing and examine for flaws, e.g. wear, grooving etc. Change oil or grease in bearing housing.
 - Examine shaft sleeves for wear or scour and necessary rectification. If shaft sleeves are not used, shaft at gland packings should be examined for wear.
 - Check stuffing box, glands, lantern ring, and mechanical seal and rectify if necessary.
 - Check clearances in wearing ring.
 - Check impeller hubs and vane tips for any pitting or erosion.
 - Check interior of volute, casing and diffuser for pitting, erosion, and rough surface.
 - All vital instruments i.e. pressure gauge, vacuum gauge, ammeter, voltmeter,
 - Check performance test of the pump for discharge, head efficiency.

PERIOD OF CONTRACT

4.14 Contract period shall be 2 years from the date of issue of Letter of acceptance (LOA) /detailed letter of acceptance (DLOA). This period of 2 years includes mobilization

period of 15 days. However, if required, contract period may further be extended by after seeking approval from competent authority and getting consent from contractor for continuing this work on same rate, terms and conditions.

PAYMENT OF BILLS

- 4.15 For payment purposes the contractor shall submit the bill on monthly basis to receive its remuneration from the RSMML to the Engineer-In-Charge. The duly verified bills shall be processed by the Engineer-In-Charge for its payment. The monthly rate of remuneration as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.”
- 4.16 The Contractor, in general, is entitled to receive monthly payment within a period of fifteen (15) days from its submission to the Engineer-In-Charge. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

DAMAGE TO COMPANY’S PROPERTY

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

COMPENSATION

- 4.18 In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation on this ground exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.
- 4.19 In case GLR is flooded due to reasons attributable to contractor or due to his negligence, penalty of Rs.1000.00 for each time the pump house is flooded, shall be imposed on the contractor.

- 4.20 In case it is found that the pumps are running dry due to inadequate amount of water in GLR or faulty operation of sluice valve, penalty of Rs.1000.00 for each time the pumps are found running in dry condition, shall be imposed on the contractor.
- 4.21 In case the damage is caused to the pumps/ valves/ motors or any other installation due to wrong operation or negligence of pump operator deployed by the contractor, the cost of repairs/ damage has to be borne by the contractor.
- 4.22 Operation of pumps is deemed to be on 24 x 7 basis. Also, ward and watch of pumps and electrical panels is included in this contract. Therefore, presence of pump operator at GLR is compulsory. If, at the time of any surprise visit it is found that no operator is present at the GLR a penalty of Rs.1000.00 per incident shall be imposed on the contractor.
- 4.23 Penalties mentioned above are independent and may be imposed in combination.
- 4.24 RSMML will recover the amount of penalty from respective monthly bills of the contractor.
- 4.25 Overall penalty amount is subject to maximum 10% of contract value. In the event, the gross compensation exceeds 10% of total contract value, then other provision including forfeiture of part or full SD, Risk & Cost and black listing of contractor shall apply at sole discretion of Company.
- 4.26 The decision of Company on any request and ground for waiver of compensation will be final and binding on the contractor in this regard.

CLOSING OF THE CONTRACT

- 4.27 On completion of the work, the Contractor shall submit his/its last bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction are required to be submitted to the Officer-In-Charge.
- iv) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor.
 - v) Details of PF deposited by the contractor,
 - vi) No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract.
 - vii) Indemnification Bond on Rs. 200/- non-judicial stamp paper.
- 4.28 On receipt of last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

TECHNICAL EXAMINATION & AUDIT

4.29 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.

UNDERTAKING:

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

For & behalf of the tenderer as token of acceptance of tender.

Signature of tenderer with name& address.

TECHNO COMMERCIAL OFFER

Form A

General Information about the Tenderer

Name and address of Tenderer				
Name of Contact Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	2021-22	2022-23	2023-24	2024-25
Name & Address s of Banker(s)				
PAN No,				
GST Identification No.				
PF Account 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. (If Yes; Please mention registration no. & enclose certificate copy)				
Others (specify)				
Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch				

(Signature of Tenderer with seal)

TECHNO COMMERCIAL OFFER

Form 'B'

Name of work: Comprehensive contract for water supply at Jhamarkotra Mines including operation, repair and maintenance of pumps at GLR and Bagdara Colony.

NIT No.: e-Tender No. RSMM/CO/GGM(Cont.)/Cont-10/2025-26

Date: 26.08.2025

1. PRE- QUALIFYING CRITERIA – Turnover

Financial Year	Details of Turnover
2021-22	
2022-23	
2023-24	
2024-25	

Note:

1. Attested copy of CA certified Balance Sheets of any of above three financial years or other appropriate proof i.e. Form -16 are to be enclosed.)

Signature of Contractor with seal

2. PRE- QUALIFYING CRITERIA –Experience of Similar Nature Work*

S.No.	Name of work executed	Name of organization where work was awarded	Amount of work executed
2021-22			
2022-23			
2023-24			
2024-25			

* 'Similar nature work' is defined as works that involves operation/repair/maintenance of pumps.

Note:

1. Attested copy of referred LOA/ work order is to be enclosed.
2. Attested copy of completion certificate is to be enclosed.

Signature of tenderer 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.

Signature with name & seal

Date

Place

PRICE-OFFER

To be submitted strictly online in the prescribed format provided

at <https://eproc.rajasthan.gov.in>

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

FORM OF 'G' SCHEDULE

Name of Work: Comprehensive contract for water supply at Jhamarkotra Mines including operation, repair and maintenance of pumps at GLR and Bagdara Colony.

NIT No.: e-Tender No. RSMM/CO/GGM(Cont.)/Cont-10/2025-26

Date: 26.08.2025

Contract period: 24 Months

S.N.	Particulars of work	UNIT	Rate (Amount in Rs.)
1	Routine water supply in Jhamarkotra Mines and Bagdara Colony by operation of pumps including routine maintenance and repair of pumps, ward & watch of pump house area at Jhamarkotra Mines, Udaipur as per 'scope of work' of tender document.	Per Month	
2	Installation of digital surveillance system for monitoring water level at Sump and OHSR and automation/ remote-control operation of submerge pump and supply valve installed at sump for water supply at Bagdara Colony.	L.S.	
	Total = (1) * 24(Months) + (2)		

Terms & Conditions:

- i) The rates quoted by the bidder will be exclusive of Goods and 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 bids). The rates shall also be inclusive of cost of additional and other allied works etc.
- ii) No price escalation shall be applicable on this contract on any ground.
- iii) All incidental or contingent works required for performance of work as above shall be done by tenderer at its cost & expense and it would not qualify for extra payment.
- iv) Bidders are advised to download the prescribed BOQ file available on the <https://eproc.rajasthan.gov.in> & fill the rates as instructed. In case the bid found in any other format/ or modification in BOQ was uploaded by the bidder the same is liable to be rejected and will not be considered for evaluation.

(Authorized Signatory)

Date:

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

Place:

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

Signature of bidder

Name:

Place

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (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 twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

AFFADAVIT

(Non-judicial stamp paper worth Rs 50/-)

e-Tender No. RSMM/CO/GGM(Cont.)/Cont-10/2025-26

dated 26.08.2025

IS/o Shri
aged.....Years, resident of
.....on behalf of the tenderer i.e.
M/shereby undertake oath and
state as under:

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

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 Meera Marg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.

AFFADAVIT

(Non-judicial stamp paper worth Rs50/-)

e-Tender No. RSMML/CO/GGM(Cont.)/Cont-10/2025-26

dated 26.08.2025

Name of Tenderer.....

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

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

Signature of Tenderer(s)
With Seal

Date: -----

Place: -----

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 Meera Marg, Udaipur – Raj – 313001 along with Tender fees, processing fees and EMD.

e-Tender No.RSMM/CO/GGM(Cont.)/Cont-00(2024-25)/ dated

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954 as per list enclosed at annexure-X having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero-point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G _____ Dated _____

Contact details of BG issuing Banker:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

Contact details of Banker's local branch at Udaipur:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

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

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

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

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/Rate Contract. The decision of the Company,

as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office _____ (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions

relating to the Purchase Order/and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

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 _____ 2025.

Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954**List of Scheduled Public Sector Banks**

S.No.	Name of the Bank
1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	UCO Bank
11.	Union Bank of India
12.	State Bank of India

List of Scheduled Private Sector Banks

S.No.	Name of the Bank
1.	Axis Bank Limited
2.	Bandhan Bank Limited
3.	CSB Bank Limited
4.	City Union Bank Limited
5.	DCB Bank Limited
6.	Dhan Laxmi Bank Limited
7.	Federal Bank Limited
8.	HDFC Bank Limited
9.	ICICI Bank Limited
10.	IndusInd Bank Limited
11.	IDFC FIRST Bank Limited
12.	Jammu & Kashmir Bank Limited
13.	Karnataka Bank Limited
14.	Karur Vysya Bank Limited
15.	Kotak Mahindra Bank Limited
16.	Nainital Bank Limited
17.	RBL Bank Limited
18.	South Indian Bank Limited
19.	Tamilnad Mercantile Bank Limited
20.	YES Bank Limited
21.	IDBI Bank Limited
22.	AU Small Finance Bank

Format of Undertaking

(on non-judicial stamp paper of appropriate value)

Name of contractor/supplier.....
I.....S/o.....Sh.....aged.....years.....residen
t of.....On behalf of.....i.e. M/s
.....hereby undertake that I have submitted bank guarantee
Bearing BG no.for amount Rs.issued by
.....bank having branchfor the work of
.....(reference of tender & work).

I/we undertake that in case of liquidation of BG issuance bank for any reason, I/we will submit new BG of same amount with in a period of 10 days, failing which the company may take any appropriate action as deemed fit.

Signature of Contractor/Supplier(S)
(Authorized Signatory)
With Seal

Place:

Date: