



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

TENDER DOCUMENT

For the work of

**“OPERATION & MAINTENANCE
OF ELECTRICAL INSTALLATIONS
IN CRUSHING PLANT, 33 KV SUB-STATION ETC
AT COMPANY’S SANU LIMESTONE MINES,
DISTT, JAISALMER”**

Tender No. RSMM/ CO/GGM(Cont)/Cont-03/2015-16 Dated: 02.07.2015

***Issued by
GM(Contracts),
4, Meera Marg, Corporate Office,
RSMML, Udaipur – 313001***

Cost of Non Transferable Tender Document: Rs. 1145 /- (inclusive of VAT)

**Place of Sale of Tender: Office of the F.A., CO, Udaipur or down load from website
RSMML, Udaipur – 313001**

Period of Sale of Tender: From 06.07.2015 to 06.08.2015. till 1.00 pm

Last Date of Submission of Tender: 06.08.2015 up to 03.00 pm

Place of Submission & Opening (Part –I): GM(Contracts), C.O., Udaipur

**Date of Opening of Techno-commercial (Part –I): 06.08.2015 at 03.30 pm. C.O.,
Udaipur**

Corporate Office:
4, Meera Marg ,
Udaipur - 313 001
Phone : 0294-2428763-67,
Fax 0294-2428768,2428739

Unit Office:
Khanij Bhawan,
Near BP tank,
Jaisalmer Phone:
02992-252543,
Fax; 02992-251394

Mines Office:
Sanu Limestone Mines,
P.B.No.56,Jaisalmer
(Rajasthan)
Phone: 02991-212034,
Fax; 02991-212001

SBU & PC, Limestone Office:
8, West Patel Nagar
Circuit House Road, Jodhpur
342011
Phone: (0291) 2511031, 2516199
Fax: 0291-2511029



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)
Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,
Phone : 0294-2803519, 2428763-67, fax 0294-2428768,2428739

Ref. No :-RSMM/CO/GGM(Cont)/Cont-03/2015-16

Dated: 02.07.2015

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited from reputed Contractors having valid electrical licence.

Brief Description of work	EMD (In Rs.)	Contract Period
Work for continuous operation & maintenance of electrical installations in crushing plant, 33 KV sub- station etc at company's Sanu Limestone Mines (54 KM from Jaisalmer).	80000/-	Two Years
Cost of tender document Rs.1145/- (non-refundable) is inclusive of VAT, payable in Cash or DD/Pay order/Banker's Cheque in favour of "RSMM Ltd, Udaipur"		
Period & Place of Sale of documents	From 06.07.2015 to 06.08.2015. up to 1.00 p.m. from the Office of FA,C.O., Udaipur. In case downloaded from website, tender fee to be deposited with the offer.	
Last Date & Time of Submission of offer	Dated 06.08.2015 up to 3.00 p.m. at C.O., Udaipur	
Date of opening of Techno Commercial offer	Dated 06.08.2015 at 03.30 p.m. at C.O., Udaipur	

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

- The tenderer should have minimum turnover of Rs. 10.00 lac in any of immediate four preceding financial years i.e. 2011-12, 2012-13, 2013-14 & 2014-15 in its own name.
- The contractor should possess a valid electrical contractor license issued by Govt. of Rajasthan.

For qualification, the tenderer should submit duly attested copy of Electrical Contractors Licence issued by statutory authority of Govt. of Rajasthan. Attested Copy of CA certified /audited Balance Sheets or any other document in support of turn over should be submitted alongwith the offer.

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

Turnover has to be in the name of tenderer & turnover of individual/ partners/Directors/ Member of Society shall not be considered. It is to be noted that in case of Company/ Society, the turnover of the Company / Society shall only be considered.

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

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted. The company reserves its right to call for any additional information whatsoever to check the eligibility of the tenderer.

General Manager (Contracts)

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

SECTION-II

DEFINITIONS

The following words and expression shall have the meaning- hereby assigned to them, except where the context otherwise require.

- 2.1 "Company" shall means the Rajasthan State Mines & Minerals Limited (RSMML) having its Registered Office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur- 302 015 (Rajasthan) including its successors in office and assignees or its representative.
- 2.2 The "Managing Director" shall mean the Managing Director of RSMML.
- 2.3 The "Group General Manager/ GGM-LS" shall mean the Group General Manager & Head of SBU & PC Limestone of company so designated or his successors in office.
- 2.4 The "GGM (Contracts)" shall mean the General Manager (Contracts) of company so designated or his successors in office
- 2.5 The "Unit In-charge" shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.6 "Agent" shall mean the Agent for Sanu Limestone Mines notified by the Company.
- 2.7 "Mines Manager" shall mean the Mines Manager so designated for Sanu Limestone Mines by the Company.
- 2.8 "Engineer in Charge"/"Authorised Officer" shall mean an officer of the Company specifically authorised for enforcing the agreement on behalf of company.
- 2.9 "Approved" shall mean approved in writing.
- 2.10 "Tendered Rates" or "Work Rates" shall mean the rates entered in figures and words in schedule by the tenderer and accepted by the company, as payable to the tenderer for execution and performance of work.
- 2.11 "Statutory obligation(s)" would include the entire obligations which are to be complied with as per the provisions of various existing legislation's applicable to mines/ working areas to those which may come into force during pendency of contract
- 2.12 "Work and Work Agreement" shall mean the agreement between the company and the tenderer for execution of work. The agreement document shall mean collectively tender document, plans, and agreed variations (if any). Fax of Acceptance/Letter of Acceptance and other documents constituting the tender and acceptance thereof.
- 2.13 "Completion Certificate" shall mean the certificate to be issued by the Unit In charge/Engineer In charge after the work has been completed to his satisfaction and as per terms of contract.
- 2.14 "Plans" shall mean all map(s)/Sketch(s)/layout(s)/drawings as are incorporated and/or required from time to time in the work for proper execution of work.

- 2.15 “Operation & Maintenance”- Operation means operation of the equipment/machines as specified in the respective operation manual. Similarly Maintenance means to carry out the maintenance as per daily/ weekly/ monthly /yearly maintenance mentioned in their respective maintenance manuals.
- 2.16 “operation manual” shall means the printed manual provided by the company for operation of the equipment/plant
- 2.17 “maintenance manual” shall means the printed manual provided by the company/suppliers for maintenance of the equipment/plant/unit
- 2.18 All headings and marginal notes to the various clauses to the work are solely for the purpose of giving a concise indication and not a summary of the contents thereof.
- 2.19 In the work, unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires.
- 2.20 The electrical and workmanship, etc. shall mean the work to be done under the relevant Indian Electricity Rules, Acts, Regulations, other Indian standards and the job specification, if any,

SECTION-III

INSTRUCTIONS TO TENDERERS

3.1 INTERPRETATION OF CONTRACT DOCUMENT

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.

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. 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.

The tenderer can visit the departmental plant at Sanu Mines during office hours for guidance and contract administration deptt. for obtaining the details of work to be attended.

3.2 SUBMISSION OF TENDERS:

The tenders shall be submitted in the office of Group General Manger (Contract), Corporate office, RSMML, 4, Meera Marg, Udaipur (Rajasthan) on or before the date and time mentioned in the Notice Inviting Tender (NIT). Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself. Tender should be submitted in two parts viz. Part-I and Part-II in separate sealed envelopes super scribed "Part –I, Techno-Commercial offer" and "Part –II, Price Bid" with tender name and NIT No. Outer Sealed envelop containing above two sealed envelopes, will be marked as "Bidding Documents" with tender name and NIT No. & it shall be addressed to Group General Manger (Contract), Corporate office, RSMML, Udaipur(Rajasthan) .If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the Bid.

3.2.1 Part-I "Techno – commercial Bid"

It should contain covering letter, Earnest Money Deposit & detailed technical & commercial portion of the tender alongwith copy of tender document (including addenda/corrigenda, if any) duly signed and sealed.

Any price indication should not be given in the Techno – commercial Bid. The following information / documents are to be given in the Part- I "Techno – commercial Bid".

- i. One complete tender document as issued by Company duly filed in, signed and stamped on each page by the tenderer/ authorized representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender.

- ii. Demand Draft in favour of RSMML, payable at Udaipur for the prescribed amount of earnest money should be enclosed with the Techno Commercial bid. Bid without EMD would not be considered for further evaluation.
 - iii. Tender document shall be duly signed, stamped & dated by the authorised signatory of the tenderer on each page, should be enclosed with the "Techno Commercial Bid" by way of acceptance of the terms and conditions of this tender.
 - iv. Power of Attorney in favour of the authorized representative signing the tender, as required.
 - v. Attested copy of the CA certified/Audited Balance Sheet or any other document for the Financial Years, 2011-12, 2012-13, 2013-14 & 2014-15 in support of the turn over.
 - vi. Undertaking that no condition is mentioned in Part II 'Price Bid' and conformation to the effect that the price quoted in part II 'Price Bid' of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
 - vii. Copy of valid registration of electrical contractor license.
 - viii. The tenderer as far as possible, should not put any counter condition. Should it become unavoidable then such exception / deviation to tender conditions be given in a separate sheet, as provided at Form- III Exceptions / deviations elsewhere in the bid, would be ignored.
 - ix. Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value that there is no case / litigation is pending against him with the company & other companies, in relation to the work.
 - x. Tenderer should submit an undertaking on non-judicial stamp paper of appropriate value regarding deployment of staff required qualification only.
 - xi. MSMED Act Reg. No. if registered. Alternatively provide a declaration that this act is not applicable to the tenderer.
 - xii. Provident fund account number of establishment and its effective date or affidavit as per enclosed format Annexure -I.
 - xiii. PAN Number
 - xiv. Service tax registration number.
 - xv. Duly sealed and signed form I-IV & Annexure-II & IV of tender document.
- The Company reserves the right to summarily reject such conditional bids or evaluate such bids, after loading financial implications due to these exception /deviation at its sole discretion.

3.2.2 PART-II 'PRICE BID'

- a. The 'Price Bid' shall be submitted in one copy. The tenderer is to quote the rate in the Form-V provided at section of this tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate. The rates quoted by the tenderer should be written both in "figures" & "words". The Company reserves the right to reject the tender where rates are not clearly written or where rates are not quoted in the performa of Price Bid. In case the discrepancy between the quoted rates in figures and words, the lower of the two will be considered. The rate shall be exclusive of service tax. The service tax, if applicable shall be reimbursed on production of proof of deposition of service tax.
- b. The rates quoted remain firm and fixed during the entire contract period.

- c. No additions/ modifications/ alterations in the terms & conditions of the tender document should be written on the Price Bid or enclosed with the Price Bid. In case any such addition/ modification/ alteration is written on or enclosed with the 'Price Bid' then the same shall not be considered & may also result into disqualification.
- d. The price bid (Form- V) should be placed in a separate envelope which should be sealed and super scribed Part-II: "PRICE BID". The name of tenderer should also be written on this envelope.

3.3 TERMS & CONDITIONS OF TENDER

Tenderer is required to read carefully all the sections and Forms of the tender document so as to understand & satisfy himself regarding the scope of work, terms & conditions of tender, etc. Tenderer should visit the working site and acquaint himself fully with the details like location of working site, place and conditions of working, available infrastructure in the area, climatic conditions, etc. No claim whatsoever shall be entertained on the ground of ignorance of difficulties/ problems involved in the execution of the tendered work, during or after the period of contract. The Unit in-charge of Sanu Limestone Mines of the company at Jaisalmer may be contacted to familiarize with the work including visit to working site. Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender

During currency of the contract if it is conformed that subletting of the contract has been made to any other party contract may be terminated without giving any notice & in that case S.D. submitted will also be forfeited.

The scope of work given here is indicative and the tenderer has to perform all the jobs to provide efficient and smooth / satisfactory operation and maintenance of crushing and screening plant and substations and to fulfil all statutory requirements.

3.4 QUOTATION OF RATES

Rates are to be quoted strictly in the Performa at Form V specified as Price Bid.

3.5 VALIDITY OF TENDER

The tender should remain valid for 120 days from the date of opening of Techno-Commercial Offers (Part I of the offer).

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

3.6 BID SECURITY

The tenderer shall pay Earnest Money as per NIT in the form of crossed demand draft/ Bankers Cheque in favour of the Company and drawn on any bank at Udaipur and attach the same in original with the technical bid of the tenderer, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money

so deposited by the tenderer. The earnest money of the tenders whose bids are not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer, who are technically successful but not awarded the work, shall be refunded after issuance of LOA/DLOA by the successful tenderer. The earnest money deposited by the successful tenderer will be refunded after acceptance of the Security Deposit (SD), but the earnest money shall stand forfeited if the tenderer doesn't depute the required personnel's within 30 days from the date of issuance of LOA/DLOA.

The earnest money of a tenderer shall be forfeited in the following cases:-

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

3.7 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING LOWEST BID:

The price bids of the techno-commercially acceptable tenderer will be evaluated. The tenderer with the lowest offered total amount in Form-V for the tendered work shall be decided as L-1 tenderer.

3.8 TENDER OPENING, ASSESSMENT, REJECTION & ACCEPTANCE

- i 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.
- ii On the date notified for opening of the tenders, only "Techno Commercial bid" of the tenders shall be opened.
- iii Tenderer are required to furnish required documents/ attested copies of documents as detailed in the Techno Commercial bid, alongwith the tender. A tenderer shall be fully responsible for consequences including rejection of its tender if the required documents/copies of documents are not submitted alongwith the Techno Commercial bid.
- iv The company reserves the right to assess the capability and competency of the tenderers based upon the information provided by the tenderers in the Techno Commercial bid and the information that may other wise be available to and/ or gathered by, the Company. However the evaluation of Techno Commercial bids of the tenderers shall be generally made as per criteria laid down in the tender document. The decision of the company as to which tenderers are capable & competent to carry out the work shall be final. The company shall not enter into any correspondence / discussions on its decisions in the matter.
- v The "Price Bid" of only those tenderers shall be opened who are considered by company to be capable and competent to perform the tendered job. The tenderer should, therefore, see that he has required level of Technical, financial & managerial competence & experience before submitting the tender.

- vi The company reserves the right to accept or reject any or all the tenders, in part or in full, without assigning any reason, whatsoever.

3.9 NEGOTIATIONS

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

3.10 AWARD OF CONTRACT AND EXECUTION OF AGREEMENT

- i The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the “Letter of Acceptance” will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract.
- ii The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA and thereafter the successful tenderer will have to execute an agreement within a period of one month in the prescribed form. The cost of execution of agreement including non-judicial stamp paper & stationery shall be borne by the tenderer.

3.11 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,

Shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of contract , whichever is less.

3.12 SECURITY DEPOSIT (S.D.)

- 3.11.1 The successful tenderer shall furnish a Security Deposit @ 10% of the Total Contract value of the work, awarded to it. The amount of SD is to be deposited through Demand Draft / by way of Bank Guarantee from a Nationalised Bank to be furnished within 30 days of the award of work / LOA.
- 3.11.2 The Bank Guarantee shall be provided only in the approved format of the company from a PSU (except SBI)/ICICI/Axis/HDFC Bank having its branch at Jaisalmer on non-judicial stamp paper of 0.1% of BG amount subject to minimum of Rs. 200/-. 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.
- 3.11.3 The company is empowered to recover from the SD any sum due and/or any other sum that may be fixed by the company as being the amount or loss or losses or damages suffered by it due to delay in performance and/or non-performance of any of the conditions of the tender/work.
- 3.11.4 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 3.11.5 In the event of termination of this work as envisaged in the termination clause, GGM (Limestone) or his authorised nominee shall have the right to forfeit and/or appropriate the whole or part of the security amount towards the satisfaction of any sum due towards any damage, compensation, claim loss, charge, cost and/or expenses of liabilities etc.
- 3.11.6 In the event of SD being insufficient or if the security stands fully forfeited or appropriated the balance of such amount shall be demanded / recovered and/or deducted any time from the amount which becomes due or payable to the tenderer under this agreement. In case tenderer fails to make good balance/full amount of security deposit and sufficient payment is also not due to him, then company may recover the same through legal process and in that event the tenderer shall be liable for all costs and consequences.
- 3.11.7 No interest is payable on security deposit amount.
- 3.11.8 In the event of security amount being forfeited, the company at its discretion and without prejudice to its any other rights can terminate the work. In such an event the company may either complete the incomplete work departmentally or may give the same to any other agency at the cost and risk of original tenderer. The tenderer shall not be entitled for any compensation for any loss sustained by him for, whatsoever reason.
- 3.13 DELAY OR NON RECEIPT OF TENDER
The Company takes no responsibility for delay, loss or non receipt of tenders sent through post/ courier service.

SECTION –IV

GENERAL TERMS & CONDITIONS OF TENDER

4.1. BILLING & PAYMENT

- 4.1.1 The contractor may submit the bill in triplicate for the work executed on monthly basis taking into consideration the work completed during the calendar month concern. The rate as accepted by the company & given in the LOA/agreement alone shall be considered for this purpose. The bill should be submitted to the Group General Manger, Limestone Unit, Jaisalmer through Engineer In charge. Terms & basis of payment
- 4.1.2 The contractor will be eligible to receive its remuneration from the Company within 15 days of receipt of monthly bill in respect of the complete work done as per details given in the tender document/work order / agreement. The basis of payment shall be day to day work performance and monthly performance during the month by the tenderer.
- 4.1.3 RSMML will reimburse the service tax at actual, if applicable, to this contract and paid by the contractor, and determined by the basis of bills raised by him upon the company, subject to furnishing the documentary proof.
- 4.1.4 Contactor will have to furnish with every running bill, the documentary proof of payment paid by him for previous month to deployed staff and PF deduction statement.

4.2. PERIOD OF CONTRACT & COMMENCEMENT:

The contract period shall be Two years from the date of issuance of LOA/DLOA. Contractor shall have to depute the required personnel's & start the work within 30 days from the date of issuance of LOA (Letter of acceptance)/DLOA (Detailed Letter of acceptance)

4.3. WORK SCHEDULE.

The tenderer shall have to abide by the day-to-day work as mentioned in this tender document.

In case at any time the performance of the tenderer is not found satisfactory, then the company will issue notice, giving seven days to improve the same. If the tenderer fails to improve its performance within this period of seven days, then the Company may get the work done by other agency at the cost & risk of the tenderer without any further notice.

4.4. CHANGE OF STAFF

After the persons so deployed under the contract & got fully acquainted with the system, contractor shall normally not to be replaced by the contractor. However, if such need arises, the same may be done with prior permission of Engineer In-charge. If any person is found unsuitable during the contract period, shall be replaced on the instructions of Engineer In-charge.

4.5. COMPENSATION

- a Time is the essence of the work. In case the tenderer fails to commence the work within the stipulated period in respective clause of Section III of tender document, the company shall be entitled to recover compensation from the contractor, @ 0.5% of the annual contract value on fortnightly basis.
- b The company will recover agreed compensation for delaying/not attending the work which causes the stoppage / delay in operation of the crushing plant due to electrical fault / problem. The basis of deduction shall be the amount incurred in getting work done / attending the fault from the outside party / agency at the risk & cost of the contractor. This amount shall be deducted from their running bills.
- c Failure of the tenderer to work as per scheduled targets/ and Engineer In-charge will also entitle the Company to get the work done by making alternative arrangements at the risk and cost of the tenderer and to recover from it the full difference of cost of making such alternative arrangements.
- d Compensation of Rs. 1000/- per man shift as predetermined compensation will be recovered from running bill of contractor for non deployment of required electrical staff in each shift and general shift as mentioned in the scope of work (Section V) and Rs. 500/- for unskilled labour. This will be over & above on the cost to be incurred for the deployment of the alternative person by the company at the risk & cost of the contractor.
- e In case during the currency of contract, it is found by the Engineer In charge that particular person/s deployed by the contractor is not suitable to perform the jobs assigned to him, then the company shall have right to get that person/s replaced with another qualified staff within a period of 7 (seven) days through contractor, failing which an predetermined compensation of Rs 150 per day shall be recovered from the contractor. But in any case the contractor shall not be entitled to get the payment of that particular person/s for the period.

4.6. LEGAL & STATUTORY OBLIGATIONS

- 4.6.1 The tenderer shall perform the work in accordance with all applicable codes, Indian Electricity Acts, Rules, and Regulations, statutory and established electrical practices. It is agreed and understood by between the parties hereto that the tenderer shall comply with all applicable laws, rules, regulations and by –laws, applicable orders of Hon’ble Court(s) whether now in force or which may hereinafter come in force during the currency of the work and/or carrying out the work and the work is to be done as per the sound industry practice. The tenderer must carry out the work only through its electrical staff
- 4.6.2 The tenderer shall be responsible for compliance of the provisions of the Mines Act, 1952 and rules and regulations made there under, Workmen’s Compensation Act, 1923, Employees Provident Fund and Miscellaneous-Provisions Act, 1952, Payment of Gratuity Act, 1972,. Industrial Dispute Act, 1955, Industrial Vacancies (employment exchange) Act, Indian Electricity Act, Contract Labour Act, RTTP

Act 2012 etc. as applicable to mines to any other allied central or state enactments, rules, regulations and such obligations, the work will be liable for termination at 15 days notice given by the company without prejudice or any of the other rights of the company under this work.

- 4.6.3 The tenderer shall always indemnify the company against all the claims and liabilities for or in respect of all or any claim, etc, of its members or engaged in respect of this work under the aforesaid acts, rules regulations thereof or otherwise for or in respect of any claim, damage compensation, expenses etc. whatsoever payable in consequence of any loss, damage, accident or injury etc, sustained by any member or any other third person including the employees of the company. If at any time the company is required to make any payment/claim/ compensation by virtue of any of the above acts, etc. Such payments shall be deemed to have been made on behalf of the tenderer and same shall be recovered from the tenderer's bill(s) or from any sum(s) due to the tenderer.
- 4.6.4 If any accident or injury or death to any person deployed by the tenderer occurs during working in the mines/plant or elsewhere or cause any damage to any property, then it will be the responsibility of the tenderer to bear all sort of compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/ injury/ damage.
- 4.6.5 Tenderer is to be liable for all payments to its staff.
- 4.6.6 The company shall not pay any additional amount on any such account.
- 4.6.7 Before commencement of the work name and other relevant details in B form register, as required under Mines Rules 1955, of the tenderer electrical staff who are intend to work in the mines are to be furnished to the Engineer In-charge
- 4.6.8 Insurance: Under the insurance scheme the contractor shall be required to get comprehensive insurance plan. Universal Health Insurance policy of his staff insured by Insurance Company to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the Management on this account.
- 4.6.9 The contractor should take adequate precautions for protecting his employees working in the mines for any risk from fall of material from overburden dump, moving of machineries/dumpers, handling of explosives, movement of belt conveyers, fire in machineries/crusher/fuel & lubricant storage depot, loading of material in dumpers etc.
- 4.6.10 The contractor shall provide to his supervisors with written safe operating procedures for the work to be carried out, stating clearly the risk involved and how it is to be managed. He shall also ensure that all his workers comply with safe operating procedures
- 4.6.11 The contractor shall submit to DGMS returns indicating - Name of his Firm, Registration number, Name & address of person heading the Firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th April, July, October& January).

4.7. **INTERPRETATIONS OF THE WORK DOCUMENTS**

Wherever it is mentioned that the tenderer shall do or perform or caused to be done certain work(s) or provide certain services and facilities or discharge certain obligation(s) or made certain provision(s), etc., it is expressly agreed that each and every such work(s), services and facilities, obligation(s) or provisions shall be made and/or provided by the tenderer and liability thereof would be discharged by the tenderer to the satisfaction of the company at its own cost.

4.8. PROVIDENT FUND

- 4.8.1 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.8.2 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.
- 4.8.3 The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act, has to submit affidavit as per Annexure-I, & may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges.
- 4.8.4 However, each running account bill / Final bill must be submitted along with the name of the labour / employee deployed for the work and their B form registration no., 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.

4.9. MISCELLANEOUS LIABILITIES

The tenderer shall be responsible for making all arrangements at its cost and expenses for:-

- a. Suitable accommodation for its working members.
- b. Meals, drinking water, medicines, and medical aid, for the working members at the mine, at the working site.
- c. Safety and discipline of the working members.
- d. Providing helmets, safety boots, ear muffs, dust masks, safety goggles, insulated hand gloves, complete uniform, safety belts and other protective equipments as may be / are required under the law and as may be directed by the Company from time to time, to the working members.

- e. Contractor shall arrange transportation for his staff (from their place of residence to the miners and back).

The Company shall not in any manner be responsible for any or part of the above obligations of the tenderer. If any expenditure is incurred by the Company on the above items that will be recovered from the tenderer's bills/ security deposit.

4.10. EQUIPMENT, MATERIALS AND WORKSHOP

- 4.10.1 The tenderer shall provide adequate number of tools & tackles and general used measuring instruments for the work.
- 4.10.2 The tenderer shall have to make its own arrangements for works and other support facilities for maintenance and upkeep of machinery and equipment and safe execution of the works.
- 4.10.3 The tenderer shall provide all protective equipment and safety appliances, and comply with all relevant provisions under Mines Act. 1952 and Metalliferous Mines Regulation Act 1961, Mines Rules and Indian Electricity Acts, Rules etc.
- 4.10.4 The tenderer shall depute its authorised representative/supervisor and it shall be the duty of representative so authorised to call on at the office of Engineer In-charge or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain daily schedule of work and day to day instructions of this regard. The tenderer shall ensure full compliance of such instructions.
- 4.10.5 The tenderer shall execute the work truly and faithfully to the full satisfaction of company. The tenderer shall take all precautions and adequate steps and necessary precautions to avoid any pilferage, wastage, and damage in the course of working.

4.11. ASSIGNMENT & ADDITIONAL CONTRACTS

- a. The tenderer shall not, at any time, assign or sublet this contract or any part thereof to any other agency.
- b. The Company shall have a right to engage any other tenderer for similar or other kind of job as may be deemed necessary by the Company.

4.12. RECORDS, REGISTERS, ETC.

The tenderer shall have to ensure that its supervisory staff members maintains all records, registers, details etc., as required by the Company and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the Company and/ or its authorised representative at such place & time as may be directed.

4.13. TERMINATION OF THE CONTRACT

This contract unless extended by the Company shall be valid only for the period specified in Tender Form and shall be effective from the date of issue of the work order/LOA.

Pre mature termination of contract by the Company can be made in following circumstances:

- 4.13.1 If the tenderer fails to commence the work within 30 (thirty) days from the date of issue of the work order. In such an eventuality, it will be treated as breach of the contract and the EMD of the tenderer shall be treated as forfeited. No prior notice shall be given to the tenderer for such forfeiture of EMD.
- 4.13.2 In case operations or any of the connected operations are prohibited/ stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/ lease of the Company or uneconomical mining/ operations, or, lack of mineral deposits or by the DGMS on any account, or any other government/ statutory authority. No prior notice shall be given to the tenderer.
- 4.13.3 The Company shall have the right to review the performance of work done by the tenderer from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the Company, besides recovery of penalty, shall have the right to terminate the contract after giving one month notice and forfeit the security money without prejudice to any other rights of the Company to claim damages, cost, losses, expenses charges etc. as may be attributed on account of the poor performance of the tenderer.
- 4.13.4 If the tenderer stops the work for a period exceeding ten days at a stretch, it shall be treated as breach of the contract and the Company shall be entitled to terminate the contract after giving 15 day's notice in writing to the tenderer. In such a case, the Company shall also be entitled to claim damages in addition to getting the work done by other agency at the cost and risk of the tenderer.
- 4.13.5 On occurrence of three defaults in a year in making payment to the working members, etc., by due date, the Contract may be terminated by the Company without giving any notice to the tenderer and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the Company to recover such or any other dues from the tenderer either from its bills/ security and/ or such other manner as may be deemed fit by the Company.
- 4.13.6 In the event of the tenderer having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors the Company may in its absolute discretion terminate the contract forthwith without prejudice to take any other action under the contract and to get the work done for the unexpired portion of the contract from any other agency at the risk and cost of the tenderer and recover the losses thereof, from the tenderer.
- 4.13.7 When the tenderer has refused to perform or disabled itself from performing its promise, the Company may put an end to the contract by giving one months' notice to the tenderer in writing besides forfeiting the security deposit. In addition to this, the Company shall be entitled to take such other action as it may deem fit against the tenderer to recover the dues, cost, charges, compensation, etc., arising from the part of the contract done by the tenderer.

4.14. **TAXES:**

The Contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes etc., payable at present to the Central or State Government authorities, for execution of the works under the contract except service tax.

4.15. RATES & TAX DEDUCTION AT SOURCE:-

- a. 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.
- b. The rates quoted by the contractor shall be inclusive of all applicable taxes, duties & exclusive of service tax as on the date of submission of the tender.
- c. The Service tax (if applicable) will be deposited by the contractor and the same will be reimbursed by the company to the contractor on submission of the proof of depositing the service tax.
- d. Any variation in the rate / nature of tax subsequent to the submission of the tender shall be reimbursed to / recovered from the contractor on submission of documentary evidence.

4.16. INDEMNITY

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

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

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

4.17. NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

4.18. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 4.18.1 The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall employ and engage to the satisfaction of the Engineer-in-Charge sufficient and

qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

- 4.18.2 Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.
- 4.18.3 The Contractor shall be responsible for the proper conduct and behaviour of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

4.19. **FORCE MAJEURE**

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

4.20. INTERPRETATION, AMENDMENT, MODIFICATION OF THE TERMS OF THE CONTRACT:

Only an authorised officer of the Company shall be competent to interpret, amend or modify any of the terms and conditions of this contract from the side of the Company. The amendment to the contract will be valid, only if made in writing.

4.21. NOTICE & COMMUNICATIONS

Any notice and all communications required to be given or sent to the tenderer under the terms of this contract will be considered as duly given if the same have been delivered to the representative, tenderer, or, despatched by registered A/D post, to the last known address of the tenderer.

4.22. CONSTITUTION

The successful tenderer has to submit the list of their electrical staff of the tenderer prior to commencement of works. In case of joining/leaving of the electrical staff members, the same has to be intimated to the company. Any violations and non-compliance of the same shall termed breach of contract.

4.23. APPEALS:

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

4.24. JURISDICTION:

The Court of Jodhpur, in the State of Rajasthan shall only have the jurisdiction, on any issue arising out of the contract.

SECTION - V

SCOPE OF WORK, SPECIAL CONDITIONS OF THE CONTRACT

5.1 General Introduction

RSMML is a premiere enterprise of Govt. of Rajasthan. This organization is involved in mining, beneficiation, processing and marketing of various minerals like Rock phosphate, Limestone, Gypsum, Lignite etc. Company is operating limestone mines near village Sanu (Jaisalmer) for production & supply of Steel Grade limestone. The sized limestone is being produced from departmental as well as societies sizing & screening. The rated capacity of the departmental sizing & screening plant is 130 TPH operating since 1996 for production of sized limestone of 30-80 mm size fraction. Its annual capacity is around 6.00 lac MT/year with three shift working. The departmental crusher is connected with Electric sub station (33/11/0.4KV) located near to the plant.

- a. **Site location:** The departmental Crushing and Screening plant and Electric Sub Station is located near village Sanu at 54 km milestone on Jaisalmer-Ramgarh Road from Jaisalmer town.
- b. **Details about Electrical system :**
 - i. Electric sub station (33/11/0.4KV) has been commissioned on September, 96. Substation is charged from dedicated 33 KV line emanating from switchyard at Gas-Turbine Power Plant. This 33 KV voltage is stepped down to 11 KV by 2 MVA transformer. This 11 KV voltage is further reduced to 433 volt by 1.6 MVA Transformer. Power at 433 V is feed to PCC (i.e. Power Control Centre) panels via bus bars and then to Motor Control Centre via cables. Motors are charged through starters and Inverter panels. Motors in use are from 0.5 KW to 90 KW (Power is distributed via PCC & MCC to plant load)
 - ii. Our C&S Plant is a sequence start and stop plant with remote and local operation facility. Crushers are started manually and all other equipments start automatically in a sequence through different capacity drives. Unscheduled tripping of any equipment in the system will trip all upstream equipment with the exception of crushers, which will be stopped at the discretion of the operator.

5.2 SCOPE OF WORK

- 5.2.1 The scope of work broadly includes continuous operation & maintenance of electrical installations in crushing plant, 33 KV sub-station etc at company's Sanu Limestone Mines by deploying sufficient manpower for smoothly execution of work.

The successful contractors shall have to co-ordinate & deploy the sufficient staff in the shifts for smooth operation and maintenance of 33 KV sub station, HT/LT switchgears, PCC/MCC, all electrical installation in crushing plant and other various electrical installations in workshops/office buildings as under-

- 5.2.2 Deploy technician & assistant technician in each shift. (TOTAL FOUR SHIFTS DAILY) The contractor has to deploy technician in each shift on company's holidays

also as on emergency duty. The sub station shall never be left unattended by the staff even on holidays. No extra payment shall be made for the same.

- 5.2.3 To meet out the preventive/periodic maintenance in General shift under the statutory supervision of electrical supervisor, technician and assistant technician deployed by the contractor. They shall also help/assist in breakdown maintenance as and when required/needed on priority.
- 5.2.4 Contractor shall also be responsible for carrying out certain jobs during general shift by deploying sufficient number of unskilled persons for transportation of equipment, cleaning & removal of unwanted grass, plants, and shrubs etc in the switchyard periodically as directed by EIC.
- 5.2.5 The technical person deployed by the contractor under the work should have the Qualification as under
- a. **Supervisor:** Diploma in Electrical Engineering with two years of work experience with 'supervisor permit' Certificate issued from Electrical Inspectorate (or should obtain within three months).
- OR
- Should hold ITI in electrician/wireman trade (NCVT/SCVT) and holding valid supervisor permit Certificate issued from Electrical Inspectorate with experience in panels/control wiring, checking of motors & starters and sub station maintenance.
- b. **Technician:** ITI in electrician/wireman trade (NCVT/SCVT) with three years work experience in panels/control wiring, checking of motors & starters and sub station maintenance-
- OR
- holding wireman permit Certificate issued from Electrical Inspectorate with five years work experience in panels/control wiring, checking of motors & starters and sub station maintenance.
- c. **Assistant Technicians:** ITI in electrician/wireman trade (NCVT/SCVT) preferably with one year work experience.
- All ITI persons should possess wireman permit Certificate issued from Electrical Inspectorate (or should obtain within three months).
- 5.2.6 The normal three shift working hours are from 6.00 am to 2.00 pm, 2.00 pm to 10 pm, 10.00 pm to 6.00 am and general shift from 9.00 am to 5.00 pm.
- 5.2.7 During the maintenance, all the spares and consumables shall be provided by the RSMML. However the safety equipments, tools and tackles, measuring instruments like multi meters, testers, insulated pliers, screw drivers, commonly used spanners etc. shall be provided by the Contractor to his deployed staff.
- 5.2.8 Operation and Maintenance work of C & S Plant

Daily schedule

- 1 Start and stop the plant equipments as per procedure in shifts as per the availability of feeding material so that the plant does not run empty. Start and stop the equipments in local/remote mode for maintenance or other works like spillage removal. If the plant does not run due to any fault, fault is to be located and removed/repared. Smooth operation of the plant is to be ensured with minimum break down hours.
- 2 Observe the condition of various motors & currents in the shift and their recording in respective register along with operation hours.
- 3 Routine and breakdown maintenance:
 - a) Inspection checking and observations
 - b) Dust blowing, cleaning of equipment and its surroundings
 - c) Replacement of fuses, indicating lamps, meters etc. if faulty.
 - d) Replacement of any failed component in electrical panel like switch, contactor, relay, ELCB etc.
 - e) Connection and disconnection of cables to motors/panels.
 - f) Replacement of motor, if any required.
 - g) Attend illumination problems
 - h) Transportation of equipment, motor, spares, consumables, tools etc. from storage yard to place of installation and vice-versa.
 - i) Trial run, commissioning and observations.

5.2.9 Weekly and yearly maintenance

- i. Electrical panels: Inspecting checking, dust blowing and cleaning. All power and control connections tightness to be checked and put right in all PCC & MCC and other panels. Replacement and repair of defective and worn out components and wiring, if required. Cleaning/replacement of fixed and moving contacts of contactor.
- ii. Motors: Inspection, checking and cleaning. Replacement of carbon brushes slip rings etc. in slip ring motors. Cable motor connection to be checked and put right. Relugging of cable and motor wires if required. Greasing of motors periodically. Maintenance and overhauling or replacement of bearings. Removal and reaffixing of shaft coupling and other parts. Transportation and replacement of motors. Periodic insulation resistance checking. Tightening of foundation bolts and earth connections.
- iii. Maintenance of various other equipments like local push button stations, junction boxes, pull chord, belt sway, zero speed switches.
- iv. Maintenance of control desk: Checking of control and power connections, replacement and repair of contactors, indicating lights, switches etc. Checking logic and sequence controls for control, protection, and auto start alarm and annunciation scheme.

5.2.10 Operation & Maintenance work of Electric Sub-station

- a Switching on and off breakers, switches etc. whenever required.
- b Daily recording of S/S log sheet on hourly basis containing various parameters like current, voltage, PF, demands, MWH, MVAH, equipments hours etc.

- c ***Maintain power factor of the system above 0.90 by regular observing and putting on and off the capacitors as per the load condition. Monthly average power factor is to be maintained above 0.90 strictly.***
- d Inspection, checking, observation, dust blowing cleaning and maintenance of various Sub-station HT & LT equipments and panels. Periodic replacement of silica gel and oil in oil cups in transformers. Insulation resistance and earth resistance checking, cable connections and gasket joints checking and tightening.
- e Tightening of all terminations in all equipments like breakers. Cleaning and lubrication of the mechanism and other friction points.
- f Testing and replacement of faulty indicators, annunciations and semaphore, meters and switches. Tripping and alarm circuit testing.
- g Maintenance of CT, PT, GO, DO, Bus-bars, jumpers and connectors.
- h Dismantling, installation and wiring of any panel or equipment.
- i Unwanted grass and plants cutting/removal from their roots in the switch yard periodically once within a month

5.2.11 Other Auxiliary Works

- i. Maintenance of earthing system, watering of earthing pits and to maintain earth resistance within limit at sub station, C&S Plant and other places.
- ii. Maintenance of Battery chargers & batteries at S/S and C&S Plant so as to maintain the output voltage at required level, cleaning of batteries, checking of specific gravity, topping up of electrolyte, replacement faulty cells, nut-bolts etc. are to be carried out periodically. Checking, detection and removal of faults in battery charger and their periodical maintenance.
- iii. Maintenance and repair of various lights fitting in plant so as to keep them working. Cleaning and replacements of faulty parts in lighting panels.
- iv. Operation and maintenance of EOT cranes and hoist.
- v. Attend any electric problem related to wiring, illumination etc., at crushing & screening plant, offices and weigh bridges.
- vi. Giving connection to drill machines, grinders etc. and providing temporary light connections at the places wherever required.
- vii. Removal and proper laying of cables, wires and their proper termination for any fault finding or any modification work.
- viii. In case of power failure from utility, liaison with utility and arrange for restoration of power in shifts.
- ix. Attend any electric problem relating to wiring, illumination and street light on poles in residential quarters/hostels, office building (Khanij Bhawan) at Jaisalmer.
- x. Operation and maintenance of motors, panels at pump house operating pump motors in each shift for lifting of water to over head tanks.
- xi. Operation and maintenance of submersible pump panels.
- xii. Operation and maintenance of trolley mounted telescopic lighting tower.
- xiii. Operation of VGF/plant as & when required.

5.2.12 All associated and related works of the respective equipment as may be considered necessary for the upkeep and proper operation shall be treated including under the scope of work, though it may not be specifically mentioned herein. Any other associated works as may be actually required in view of site conditions can be included or excluded by the Engineer In charge from the scope of work.

5.3 PRE-QUALIFYING CRITERIA FOR TENDERER

5.3.1. The criteria for selection of the tenderers after opening of the Techno Commercial bid but before opening of the price bid shall be as under :-

Status: The tenderer should clearly state its status and submit supporting documents (duly attested) as desired in NIT, i.e. valid **ELECTRICAL CONTRACTOR LICENCE in the name of tenderer**

The tenderer should also fulfil following pre-qualifying criteria: -

- i) The tenderer should have minimum turnover of Rs. 10.00 lac in any of immediate four preceding financial years i.e. 2011-12, 2012-13, 2013-14 & 2014-15.in its own name.
 - ii) The contractor should possess a valid electrical contractor license issued by Govt. of Rajasthan.
- 5.3.2.** Attested Copy of CA certified /audited Balance Sheets in support of turn over should be submitted along with the offer &.Electrical Contractors' Licence issued by statutory authority of Govt. of Rajasthan,
- 5.3.3.** The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. Turnover has to be in the name of tenderer & turnover of individual/ partners/Directors/Member of Society shall not be considered. It is to be noted that in case of Company/ Society, the turnover of the Company / Society shall only be considered.
- 5.3.4.** The tenderer/bidder who have earlier been suspended or banned or whose contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.
- 5.3.5.** The tender may be rejected in case the documents in support of the status of the tenderer are not clear, or, are not enclosed or found to be forged / wrong and misleading information.
- 5.3.6.** The Company reserves the right -
- i. to accept or 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 further split the work amongst more than one contractor
 - iv.to increase / decrease the quantity and period of contract
- 5.3.7.** The tenderer should give a declaration that it has not given any additional conditions/ deviations along with the price bid. The Performa of such declaration is given in Techno Commercial bid.
- 5.3.8.** The tenderer should enclose a blank price format, duly signed & stamped as a proof that price bid has been given in the prescribed format only.

UNDERTAKING

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

For & on behalf of the Tenderer
AUTHORISED SIGNATORY)
DATED -----

PART-I**GENERAL PARTICULARS OF BIDDERS**

(On tenderer's letter head)

Ref. No :-RSMM/CO/GGM(Cont)/Cont-03/2015-16**Dated: 02.07.2015****General Information about the Tenderer**

Name and address of Tenderer				
Name of Contract Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company				
Names of Partners/Directors				
Turnover (in Rupees)	2011-12	2012-13	2013-14	2014-15
Tenderer's Business				
PAN No.				
PF Account Number				
Service Tax Reg. No.				
MSMED (The Micro, Small and Medium Enterprises Development Act, 2006) Act Registration No., if any				
Others (Specify)(Also enclose a brief resume).				

Dated: -----

Place: -----

(Authorised Signatory)

Name of the Tenderer

Designation/ Relationship of the Signatory with Tenderer

(Signature of Tenderer with seal)

Ref. No :-RSM/CO/GGM(Cont)/Cont-03/2015-16

Dated: 02.07.2015

**DOCUMENTS (DULY ATTESTED) TO BE SUBMITTED WITH TECHNO
COMMERCIAL Part (Part - I)**

1. Status of the tenderer.
 - a) Latest Valid Electrical Contractor License
2. ITI, Diploma certificate and permit of the Electrical Trade staff with Experience Certificates Alternatively provide Undertaking on non-judicial stamp paper of appropriate value regarding deployment of staff required qualification.
3. Annual turnover proof (Last three years) – CA certified /Audited Balance sheet & Profit & Loss Account or any other document for confirmation of turnover.
4. Duly signed & stamped copy of tender copy
5. The tenderer should enclose a blank price format, duly signed & stamped as a proof that price bid has been given in the prescribed format only.
6. Power of Attorney in favour of the authorized representative signing the tender, as required.
7. Undertaking that no condition is mentioned in Part II 'Price Bid'. Price quoted will remain firm.
8. Undertaking on non-judicial stamp paper of appropriate value that there is no case / litigation is pending against him with the company & other companies, in relation to the work. Not banned, suspended or delisted by RSMML.
9. MSMED Act Reg. No. if registered. Alternatively provide a declaration that this act is not applicable to the tenderer.
10. Provident fund account number of establishment and its effective date or alternatively provide an affidavit as per enclosed Annexure-I
11. Earnest Money Deposit (EMD) DD No., its date & Name of Bank

NOTE:-

If the above documents are not submitted while submitting the tender, then the tenderer will not be considered technically eligible and its Price Bid will not be opened, and for which, the tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.

EXCEPTION AND DEVIATION STATEMENT

S. No.	Page No. of tender Document	Clause No.	Deviation

(Authorised Signatory)

Name of the Tenderer :
Designation/ Relationship of the :
Authorised Signatory with the tenderer:

Ref. No :-RSMM/CO/GGM(Cont)/Cont-03/2015-16

**Form- IV
Dated: 02.07.2015**

**Undertaking for deployment of sufficient staff as per tender
(On-non-judicial stamp paper)**

I/we..... hereby declare that, I/we will provide the sufficient staff having desired qualification & experience as per tender provision.

(Authorised Signatory)

Part II

PROFORMA FOR 'PRICE BID'
(on tenderer's letter head)
(To be given in separate sealed envelope)

Tender Ref. No :-RSMM/CO/GGM(Cont)/Cont-03/2015-16**Dated: 02.07.2015**

This part of tender should contain the 'PRICE BID' only and should be submitted in a separate sealed envelop super scribing on the envelop the tender No., Name and Address of the tenderer and indicating in bold letter 'PRICE BID' only. The Price Bid should be submitted in performa as given below:-

S. No.	Description of Works	Amount (Rs. Per calendar month)
1.	Work for continuous operation & maintenance of electrical installations in crushing & screening plant, 33 KV sub-satiation etc at company's Sanu Limestone Mines (54 KM from Jaisalmer) by deploying sufficient manpower for smoothly execution of work.(as detailed in the scope of work of tender document)	In Figure In words

1. Rates must be entered in figures & words.
2. Unit rate quoted by the tenderer shall be **inclusive** of all taxes, duties & exclusive of service tax.
3. In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
4. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
5. Rates shall be firm & fix during pendency of the contract period.
6. L-1 Bidder shall submit breakup of quoted rate w.r.t. manpower deployment as per scope of work.

Dated: -----

(Authorised Signatory)

Place: -----

Name
 Designation

AFFADAVIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.10)

I _____ S/O _____

aged _____ Years _____ Resident of _____

On behalf of the tenderer i.e. M/S _____

Hereby take oath and state as under:

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

Deponent
(Authorised signatory)

Verification

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

Deponent
(Authorised signatory)

ANNEXURE—II

AFFADAVIT
(on non judicial stamp paper worth Rs10/-)

RSM/CO/GGM(Cont)/Cont-03/2015-16

Dated: 02.07.2015

Name of Tenderer

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

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

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

Place:
Date:

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procumbent;
- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;

- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

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

Place
Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.