



राजस्थान सरकार
कार्यालय, अधीक्षण भू-वैज्ञानिक, भीलवाड़ा वृत्त, भीलवाड़ा
खान एवं भूविज्ञान विभाग, खनिज भवन, पन्नाधाय सर्किल के पास, आजाद नगर, भीलवाड़ा
ई-मेल : supgeo.bhilwara@rajasthan.gov.in

No.Supg/Bhil/Drilling-Tender/F-185/2021-2022/ 73


Dated : 02/02/2022

E-TENDER NOTICE NO. 01/2021-22

Tender are invited for the execution of work mentioned as under. Tender are to be submitted online in two part i.e. Technical bid & Financial bid.

S.No.	Description of Work	Approximate quantity of work & cost	Period for completion of work	Bid security (Rs.)	Tender fee, Processing fee (Not refundable)	Start date to present tender form	Last date to submission tender form
1.	Core drilling (boring) for the exploration of mineral Basemetal in Tehsil Jahazpur Dist. Bhilwara as per scope of work.	600 meter Rs. 30 Lacs.	Upto 23 March 2022	60000/- (By Demand Draft)	1000/- 500/-	04.02.2022 Time 02:00 pm	17.02.2022 Time 12:00 pm

1. Detailed information may be seen on the website www.eproc.rajasthan.gov.in/ [www. sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and [www. dmg_raj.org](http://www.dmg_raj.org).
2. Tender document may be downloaded from the website [www. eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) upto date 17.02.2022 at 11:00 am.
3. Tender is to be submitted online on website [www. eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
4. Last date and time for submission of online tender is date 17.02.2022 at 12:00 pm.
5. Firstly online technical bid of the tender will be open on dated 18.02.2022 at 11:00 am and details regarding date and time of opening technical bis will be informed separately then financial bid of successful bidders will be opened and will be informed later.


(Niteen Choudhri)
Superintending Geologist
Bhilwara

राजस्थान सरकार
कार्यालय, अधीक्षण भू-वैज्ञानिक, भीलवाड़ा वृत्त, भीलवाड़ा
खान एवं भूविज्ञान विभाग, खनिज भवन, पन्नाधाय सर्किल के पास, आजाद नगर, भीलवाड़ा
ई-मेल : supgeo.bhilwara@rajasthan.gov.in

Technical Bid

1. Tender for- Core drilling (boring) for the exploration of mineral basemetal
in tehsil Jahazpur Dist. Bhilwara as per scope of work.
(Name of work/service for which the tender is submitted)
2. Starting date to present tender form 04.02.2022
3. Last date to submission tender form 17.02.2022
4. Name, postal address, email-id, mobile no and bank detail of the
person/firm/company submitting the tender.
.....
.....
.....
5. Addressed to: Superintending Geologist, Department of Mines & Geology,
Khanij Bhawan, Bhilwara.
6. Reference: E-tender no 01/2021-22
7. Declaration for qualification and competency of the tenderer to complete
the work.
8. Details of experience in core drilling (boring) for the exploration etc.
(scanned copy of documents/certificate of experience is to be attached)

S.No.	Organization/Project	Period of experience	Duration	
			From	To
1.				
2.				
3.				

9. Examples of successful execution of such work especially in Govt.
Departments.
10. Should have turnover of 50 lakhs in any one of last 3 years (copy of
balance sheet duly verified by chartered accountants is to be enclosed
along with technical bid).
11. Details of fe deposited (enclosed scanned copies)
(a) Tender fee, Processing fee and Bid security Rs..... Challan
no..... date..... Bank name.....GRN
no.....
12. Enclosed scanned copy of GST clearance (upto 31.03.2021 or onwards)
13. Signed copy of tender document (as per instructions)
14. Any other document which tenderer want to submit.

क्र. संख्या	विवरण	वांछित प्रपत्र	संलग्नक क्रमांक
1.	कार्यालय का नाम	अधीक्षण भूवैज्ञानिक, भीलवाड़ा ईप्रास आई.डी.- 31713	
2.	निविदा की अनुमानित लागत	3000000 /—	
3.	2 प्रतिशत अरनेस्ट मनी हेड	60000 /— (In favour of "Superintending Geologist, Bhilwara" payable at Bhilwara through Demand Draft/ Bankers Cheque.)	
4.	निविदा शुल्क हेड, आरआईएसएल शुल्क हेड	0075-00-800-52-01 (1000/-) 8658-00-102-16-01 (500/-)	
5.	निविदा शुल्क, आरआईएसएल शुल्क	GRN No..... Challan No.....	
6.	तकनीकी बिड खोलने की दिनांक	18.02.2022 at 11:00 am	
7.	वित्तीय बिड खोलने की दिनांक	अलग से सूचित कर दिया जाएगा	
8.	आयकर विभाग द्वारा जारी PAN नं.		
9.	GST रजिस्ट्रेशन प्रमाण पत्र		
10.	ऑडिटेड बेलेन्स शीट अन्तिम तीन वित्तीय वर्ष (2018-19, 2019-20, 2020-2021)		
11.	बोलीदाता को बोर्ड, कारपोरेशन व अन्य किसी भी राजकीय विभाग/उपक्रम द्वारा ब्लेक लिस्टेड/डिफाल्टर नहीं होने एवं किसी राजकीय विभाग/उपक्रम से बकाया ना होने का प्रमाण-पत्र	नोटरी पब्लिक से प्रमाणित शपथ-पत्र	

I/we agree to abide by all the condition mentioned in the tender document and agree to complete the work within stipulated time as per the tender terms and conditions.

Signature of tenderer with name and seal
Mobile No.-
E-mail-

Item Rate BoQ


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Tender Inviting Authority: Superintending Geologist Office, Bhilwara

Name of Work: Core drilling (boring) for the exploration of mineral Basemetal in Tehsil Jahazpur Dist. Bhilwara as per scope of work.

Contract No: e-Tender Notice No. 01/2021-22

Name of the Bidder/ Bidding Firm / Company :														
PRICE SCHEDULE														
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)														
NUMBER #	TEXT #	Item Description	NUMBER #	Quantity	TEXT #	Units	NUMBER	Estimated Rate in Rs. P	NUMBER #	BASIC RATE (inclusive tax) In Figures To be entered by the Bidder Rs. Per Unit	NUMBER #	TOTAL AMOUNT inclusive Taxes in Rs. P	TOTAL AMOUNT In Words	TEXT #
1	2			4	5		6			13	53			55
1		Core Drilling												
1.01		Core dilling (boring) for the exploration of mineral Basemetal in Tehsil Jahazpur Dist. Bhilwara as per scope of work		600.000	meter		3000000.00					0.00	INR Zero Only	
Total in Figures														
Quoted Rate in Words			INR Zero Only											


 अधीक्षण भू-वैज्ञानिक,
 खान एवं भूविज्ञान विभाग,
 भीलवाड़ा (राज.)

Scope Of Work (छिद्रण कार्य की शर्तें)

1. छिद्रण कार्य पूर्णतया कोरिंग युक्त होगा। कोर की साइज 79.00 मिलीमीटर से 46 मिलीमीटर के मध्य होनी चाहिए। क्षेत्र का विवरण कुल ड्रिलिंग तथा प्रत्येक होल की गहराई निम्नानुसार होगी परन्तु आवश्यकतानुसार अधिकतम 600 मीटर गहराई का होल कराया जा सकता है।

क्र.स.	क्षेत्र का नाम जहां ड्रिलिंग करनी है	कुल ड्रिलिंग की मात्रा	प्रत्येक होल की गहराई
1.	निकटग्राम अमरगढ़ तहसील जहाजपुर जिला भीलवाड़ा	600 मी.	200 से 300 मी.

2. **Inclined** बोर होल 45° से 80° पर किए जाने हैं। होल डेवियेशन के मेजरमेंट हेतु ठेकेदार का अपने स्तर पर बोरहोल केमरा/अन्य आधुनिक तकनीकी उपकरण काम में लेने होंगे। डेवियेशन की रिपोर्ट डिग्री मिनिट सेकण्ड यूनिट में विभाग को उपलब्ध करानी होगी। केमरे की फिल्म/डेटा कार्ड विभागीय सम्पत्ति होगी।
3. छिद्रण पानी/मड के साथ गीली ड्रिलिंग होगी जिसके लिए डबलट्यूब/ट्रिपल ट्यूब कोर बैरल काम में लेते हुए उच्च किस्म की कोर रिकवरी प्राप्त करेगा। 100% तक कोर रिकवरी प्राप्त करने के लिये जो भी आधुनिक तकनीक जरूरी हो वह फर्म काम में लेगी जिसमें डायमण्ड बिट के साथ सूखी ड्रिलिंग भी शामिल हो।
4. बोरहोल में वेदर्ड, लूज फ्रेक्चरड फोर्मेशन में अच्छी तरह केसिंग कर छिद्रण कार्य किया जाएगा जिससे ज्यादा कोर रिकवरी प्राप्त हो सके। ड्रिलिंग के दौरान जो केसिंग उपयोग में ली जावेगी उसमें कम से कम दो केसिंग तीन-तीन मीटर के बोर होल के अन्दर छोड़ने होंगे। बोर होल कम्पलीट होने पर ठेकेदार/निविदादाता उसकी कॉलर पर एक केप लगायेगा तथा एक कोन्क्रीट का पीलर बना कर उस पर बोर होल का पूर्ण विवरण अंकित करेगा। उक्त कार्य का वैरिफिकेशन परियोजना प्रभारी द्वारा किया जावेगा। कोन्क्रीट पीलर का माप 30cm x 30cm x 30cm होगा।
5. छिद्रण से प्राप्त कोर 1मी. x 40 से.मी., x 10से.मी. साइज के 20 गेज के गेलवेनाइज्ड कोर बक्सों में रखकर उपलब्ध कराई जायेगी।
6. स्लज को पोलिथीन बेग में भरकर यथा स्थान रखना होगा। कोर को कोर बॉक्स में बुक पेटर्न में जमाकर प्रत्येक रन की समाप्ति पर गुटका (गेल्वेनाइज्ड शीट) लगाकर गहराई अंकित करनी होगी। कोर पर भी तीन का निशान बढ़ती गहराई की दिशा में अंकित करना होगा।
7. छिद्रण कार्य का भुगतान कोर रिकवरी पर आधारित होगा। कोर रिकवरी रन वाईज निकाली जायेगी। उसकी के अनुसार स्लज एवं कोर के आधार पर भुगतान किया जायेगा। बेसमेटल हेतु कोर ड्रिलिंग के लिये भुगतान की दरें निम्नानुसार होगी :-

प्राप्त कोर रिकवरी	अनुमोदित दर का प्रतिशत भुगतान
90 % से 100% तक	100 प्रतिशत
80 % से 90% तक	90 प्रतिशत
70 % से 80% तक	80 प्रतिशत
60 % से 70% तक	70 प्रतिशत

❖ चूंकि बेसमेटल में Mineralised Zone 01 से 02 मी. तक ही अनुमानित पाया जाता है व कोर रिकवरी का खनिज की उपलब्धता ज्ञात करने में महत्वपूर्ण योगदान रहता है। अतः 60% से कम की कोर रिकवरी में खनिज उपलब्धता का सटीक मूल्यांकन नहीं किया जा सकता।

8. यदि छिद्रण करते हुए बोर होल अबन्दन्ड (Abandoned) हो जाता है तो उसका भुगतान नहीं किया जायेगा तथापि यदि बोर होल मिनरल बेड को क्रॉस कर लेता है एवं ऐसा अबन्दमेन्ट (Abandment) प्राकृतिक एवं तकनीकी कारणों से होता है तो निर्धारित दर का 50 प्रतिशत तक का भुगतान किया जा सकेगा जो संबंधित परियोजना प्रभारी की सत्यापन रिपोर्ट होने पर किया जायेगा।
9. बोर होल लोकेशन तक ड्रिल मशीन/ केम्प ईक्वीपमेंट ले जाने के लिए ऐप्रोच मार्ग बनाने छिद्रण के लिए पानी लाने की समस्त जिम्मेदारी/खर्च/व्यवस्था आदि ठेकेदार स्वयं की होगी।
10. छिद्रण कार्य एवं उसके परिणामों की सम्पूर्ण गोपनीयता के लिए ठेकेदार बाध्य रहेगा एवं कार्य से सम्बन्धित किसी प्रकार की सूचना संबंधित विभागीय अधिकारी के अलावा अन्य किसी को नहीं देगा।

ड्रिलिंग केम्प पर अनाधिकृत व्यक्तियों का प्रवेश वर्जित होगा। कोर की फोटोग्राफी या निरीक्षण किसी भी परिस्थिती में बाहरी व्यक्ति को नहीं करने की पूर्ण जिम्मेदारी ठेकेदार की होगी।

11. सभी बोर होल की गहराई संयुक्त रूप से परियोजना प्रभारी तथा फर्म के अधिकारी द्वारा नापी जाएगी तथा कोर रिकवरी रन वाइज नापी जाएगी।
12. किसी भी शर्त में संशोधन आदि किये जाने का अधिकार अधीक्षण भूवैज्ञानिक, खान एवं भू-विज्ञान विभाग, भीलवाड़ा, राजस्थान को होगा।
13. बोरहोल स्थान का निर्धारण वरिष्ठ भूवैज्ञानिक/भूवैज्ञानिक द्वारा किया जायेगा एवं बारेहोल स्थान में परिवर्तन पूर्ण अधिकार परियोजना प्रभारी के पास सुरक्षित रहेगा।
14. दोनों पक्षों के सहमत होने पर अनुमोदित दरों पर आंशिक/पूर्ण मात्रा का कार्य अगले वित्तीय वर्ष में भी कराया जा सकेगा।
15. टीडीएस की कटौती नियमानुसार की जायेगी।
16. GST एवं राज्य सरकार / केन्द्र सरकार द्वारा आरोपित कर नियमानुसार देय होंगे।

I/we agree to abide by all the condition mentioned in the tender document and agree to complete the work within stipulated time as per the tender terms and conditions.

Signature of tenderer with name and seal

Mobile No.-

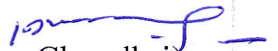
E-mail-



Pre-qualification for bidders

Bidders should have following qualifications. Bids received from the persons not having following qualifications will not be considered.

1. Should have minimum of 3 years of experience in Core Drilling (boring) for the exploration of mineral deposits. Work should be of repute. (Proof of experience and list of executed works is to be enclosed along with technical bid).
2. Should have turn over of 50 lakhs in any one of last 3 years (copy of balance sheet duly verified by chartered accountants is to be enclosed along with technical bid).


(Niteen Choudhri)
Superintending Geologist
Bhilwara

I/we agree to abide by all the condition mentioned in the tender document and agree to complete the work within stipulated time as per the tender terms and conditions.

Signature of tenderer with name and seal


Mobile No.-

E-mail-

INSTRUCTION FOR THE BIDDERS

1. Before filling up the tender, tenderers (bidders) are requested to read carefully tender document which comprises of e-tender notice, scope of work. Pre qualifications for bidders instructions to bidders, technical bid, financial bid, general terms & conditions of the contract. Annexure A.B.C.D Please ensure that the tender document is completely received by you.
2. Tenderer has to submit tender fee, processing fee and earnest money which is Rs. 1000/- Rs 500/- and Rs. Sixty thousand respectively. .
3. Note:
 - a) Bank e-Gras Challan for tender fee (in head-0075-00-800-52-01) and processing fee in favour of RISL (in head-8658-00-102-16-01) and earnest money should be made in favour of "Superintending Geologist, Bhilwara" payable at Bhilwara through Demand Draft/ Bankers Cheque. Receipt to be submitted in the office of Superintending Geologist, Bhilwara upto time 9:00 am of date 18.02.2022.
 - b) The Central Government and Government of Rajasthan undertaking need not to furnish earnest money.
 - c) Tender fee and processing fee will be non-refundable. Earnest money shall be refunded soon after the declaration of tender result.
 - d) Selected bidder will have to deposit performance security @5% or as per privilege rule of tendered amount within 7 days of receipt of order. Earnest money will be adjusted and only difference amount for security is to be deposited. Performance security may be furnished in the Form of Demand Draft/ Bankers Cheque/FDR should be made in favour of "Superintending Geologist, Bhilwara" payable at Bhilwara
 - e) In case selected bidder fails to submit performance security or fails to execute contract on non-judicial stamp paper (worth Rs, 1000/-), the earnest money shall be forfeited.
4. Work will have to be completed as per work order and the agreement signed by you (contractor). If contractor has any doubts as to the meaning of any portion of these procedures or of the specification, etc., he shall get it clarified from Superintending Geologist, Bhilwara.
5. Tenderer should not mention in the technical bid anything about his financial bid otherwise his tender will not be considered. Technical bid will be opened first, successful bids will be selected and then financial bid of those successful bidders will be opened.
6. Following documents should be enclosed (to be uploaded online):-
 - (a) GST Tax Registration is mandatory under the SGST/CGST act and GST, Clearance Certificate upto 31.03.2021 and onwards.
 - (b) Partnership deed and firm registration certificate if tenderer is a partnership firm.
 - (c) Memorandum and article of association, certificate of incorporation if tenderer is a company.
 - (d) Power of attorney if tender is not signed by every partner/director of the firm/company.
 - (e) Scanned copies of Bank Draft/Bankers Cheque for tender fee, processing fee and bid security.
 - (f) Annexure A, Annexure B and Annexure D (supplied with tender document) duly signed (giving consent) by the tenderer.
 - (g) e-tender notice, scope of work, prequalification's for bidders, instructions to bidders,

- general terms & conditions of the contract additional terms & conditions, (supplied with tender document) duly signed on each page means (giving consent) by the tenderer.
- (h) Documents about experience and financial capability to justify pre-qualification of tenderer.
- (i) Examples of successful execution of such work specially in Govt. departments.
- (j) Any other document which the tenderer want to attach.
7. If there is holiday on the opening day for tenders, which is also last day for receiving Bank Drafts/Bankers Cheques, then the tenders will be opened on the next working day and Bank Drafts/Cheques will be received upto 1 pm on that day.
8. Tender rates quoted by the tenderer should be valid up to 3 months from the date of opening of the tender when the tenders are finalized and there after work has to be completed at the quoted rates.
9. Tenderer shall quote rates inclusive of GST /Other tax. Taxes will have to be deposited by the tenderer to whom work is assigned. It shall be his sole responsibility of tenderer.
10. Government is not bound to accept the lowest tender rate and may reject any tender or tender process without assigning any reason.
11. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
12. Incomplete tenders and conditional tenders will not be considered.
13. No advance payment for the work will be made in any case
14. No amount of interest will be paid if there is any delay in payment of bill.
15. In case of any dispute, jurisdiction will lie to the civil courts of Bhilwara.
16. Payment against supply of work/services shall be made only after satisfactory report of officially project incharge of the office Superintending Geologist, Bhilwara
17. In the event of accident or the formation of any other contingency, the liability of the approved tenderer shall be.
18. In order to accept any tender it will not be necessary that the lowest tender Cancellation of any tender or all tender without assigning any reason reserves all the right to accept or accept one or more tenders to the head of the Superintending Geologist, Bhilwara office.
19. Tenderer is abidely GF&AR Rules/Circulars, RTTP Rules 2012-13.


(Niteen Choudhri)
Superintending Geologist
Bhilwara

I/we agree to abide by all the condition mentioned in the tender document and agree to complete the work within stipulated time as per the tender terms and conditions.

Signature of tenderer with name and seal
Mobile No.-
E-mail-



GENERAL TERMS & CONDITIONS OF CONTRACT

Terms & Conditions

Clause No

1. Scope of work (technical specifications), supplied with tender document, shall be part of terms and conditions of the contract.
2. (i) Any change in the constitution of the firm, etc., shall be informed forthwith by the contractor in writing to the Superintending Geologist, Bhilwara, and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
(ii) No new partner/partners shall be included in the firm by the contractor in respect of the contract unless he/they agree to abide by all the terms & conditions of the contract. A written agreement to this effect shall be submitted to the Superintending Geologist, Bhilwara. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
3. **VALIDITY:** Quoted rates remain valid for final decision upto 3 months, once agreement is executed (deal is finalised).
4. The approved tenderer shall be deemed to have carefully examined the procedures and Specifications of the work & Services to be provided. If contractor has any doubts as to the meaning of any portion of these procedures or of the specification etc., he shall get it clarified from Superintending Geologist, Bhilwara.
5. The contractor shall not assign or sub-let his contract or any part thereof to any other agency.
6. **SPECIFICATIONS :** (i) All Service/Work shall strictly confirm to the scope of work and shall be performed in a workman like manner.
7. **INSPECTION:**
 - (a) The Superintending Geologist, Bhilwara or his duly authorized representative shall at all reasonable time have access and power to inspect and examine Work/Services.
 - (b) The tenderer shall furnish complete address of the premises of his office, and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
8. Income tax and other government taxes to be deducted from the bill submitted by contractor as per rules.
9. The location of drilling Bore-holes and there depth will be decided by the Superintending geologist office, Bhilwara and supervised by officer incharge geologist.
10. **REJECTION:**
 - (a) Work/Service not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Superintending Geologist, Bhilwara.



- (b) If however due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible. The Superintending Geologist, Bhilwara after giving an opportunity to the tenderer of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates, The deduction so made shall be final.

11. Change in quantity of work

- (a) If the orders are placed in excess of the quantities shown in tender notice, the tenderer shall be bound to meet the required work on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally quoted.
- (b) If the Superintending Geologist, Bhilwara give work less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

12. (1) AGREEMENT AND SECURITY DEPOSIT:-

- (a) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order after depositing performance security equal to 5% of the tender amount.
- (b) The Bid security money deposited at the time of tender will be adjusted towards security amount.
- (c) No interest will be paid by the department on the performance security money.
- (d) The performance security money shall be refunded within one month of the completion of work to the satisfaction of Superintending Geologist, Bhilwara if there are no dues outstanding against the tenderer.
- (e) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

(2) FORFEITURE OF SECURITY DEPOSIT:- Security amount in full of part may be forfeited in the following cases:-

- (a) When any terms and conditions of the contract is breached.
- (b) When the tenderer fails to make complete or part of the work/service satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Superintending Geologist, Bhilwara in this regard shall be final.
- (d) The expenses of completing and stamping the agreement shall be paid by the tenderer and the original copy of agreement shall remain with the department.

13. INSURANCE:- The Service/Work will be delivered at the destination go down in perfect condition. The contractor/tenderer if he desires, may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The

insurance charge will be borne by the contractor/tenderer and State will not be required to pay such charges, if incurred.

14. PAYMENTS:

- (a) Payments will be made monthly on submission of bill in proper form by the tenderer to the Superintending Geologist, Bhilwara in accordance with G.F.&A.R. All remittance charges will be born by the tenderer.
- (b) In case of disputed items, 10 to 25% of the amount shall be with held and will be paid on settlement of the dispute.
- (c) Payment in case of those services which need verification shall be made only when such tests have been carried out, verification results received conforming to the prescribed specification.

15. Targets for timely completion of work:

LIQUIDATED DAMAGES:

- (a) The time specified for completion of work in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange services within the period on receipt of the firm order from the Superintending Geologist, Bhilwara.
- (b) In case of non completion of work even beyond the stipulated date of work completion.

LD charges may be imposed as follows :-

- (i) Not completing projected work upto 20% in 10 days of the total target from work order/agreement date - amount of liquidated damages shall be 2.5% of total contract amount.
- (ii) Not completing upto 40% of the total projected work in 18 days- amount of liquidated damages shall be 5% of total contract amount.
- (iii) Not completing upto 70% of the total projected work in 25 days - amount of liquidated damages shall be 7.5% of total contract amount.
- (iv) Not completing full work in given last date of completion of work of the total target - amount of liquidated damages shall be 10% of total contract amount.

However on request of contractor before the completion date of the work, the period of work completion may be extended by Superintending Geologist, Bhilwara with or without liquidated damage depending on genuineness of the grounds.

- 16. RECOVERIES:** Recoveries-of liquidated damages, short supply, on poor services, breakage, rejected samples shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the tenderer along with amount of liquidated damages shall be recovered from his dues and security deposit available with the



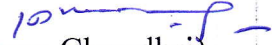
department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

17. Debarment of bidding

- (a) A bidder shall be debarred by the state government if he has been convicted of an offence
 - (i) Under the prevention of corruption act, 1988 (Central Act No. 49 of 1988) or
 - (ii) Under the Indian penal code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force for causing any loss of life and property or causing a threat to public health as part of execution of a public procurement contract.
 - (b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
 - (c) If the Department finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
 - (d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be of a bidder has been forfeited by a Department in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the Department for a period not exceeding three years.
18. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by Superintending Geologist, Bhilwara.
19. The Superintending Geologist, Bhilwara reserves all the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/supplier.
20. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Superintending Geologist, Bhilwara who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
21. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Bhilwara, (Rajasthan).
22. After opening of bids by opening committee for bids, evaluation committee will evaluate the bids on the technical and financial basis.



23. Bids for work/service in part will not be accepted.
24. Approved contractor has to follow all legal provision of labour law, and provisions as prescribed by government and revised from time to time.
25. During the contract period while execution of field work if any accident happens, dispute arises between persons employed for the work all liability will be of the contractor.
26. As per circular 3/2013, dt 4/2/2013 of finance department required annexure A, B, C & D are enclosed for needful, conditions/declaration in annexure A, B, D shall form part of the agreement.
27. All relevant provisions of GF&AR, Rules RTP Act, 2012 and RTTP Rules 2013 made there under will ipso-facto deemed part of this tender document and tenderer is abide.


(Niteen Choudhri)
Superintending Geologist
Bhilwara

I/we agree to abide by all the condition mentioned in the tender document and agree to complete the work within stipulated time as per the tender terms and conditions.

Signature of tenderer with name and seal
Mobile No.-
E-mail-



Annexure A: 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 correction 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 purpose of the Bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision 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 specification of the Goods, Works or Service 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.

Signature of tenderer with name and seal
Mobile No.-
E-mail-



Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of.....in response to their Notice Inviting Bids No.....DatedI/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 specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Signature of tenderer with name and seal

Mobile No.-

E-mail-



Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is Additional Director Udaipur Zone, Udaipur

The designation and the address of the second Appellate Authority is Directorate of Mines & Geology, Udaipur.

(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:

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing 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 filled 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 the 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 Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder 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 procurement;
- (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 Filling Appeal

- (a) Fee for first appeal shall be 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 a 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 issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix 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.

Signature of tenderer with name and seal

Mobile No.-

E-mail-



FORM No.1
(See rule 83)

Memorandum of Appeal under the Rajasthan Transparency in public Procurement Act,2012
Appeal No.....of.....

Before the(First/Second Appellate Authority)

1. Particulars of appellant:

- a). Name of the appellant:
- b) Official address, if any:
- c) Residential address:

2. Name and address of the respondent:

- I.
- II.
- III.

3. Number and date of the order appealed against and name
and designation of the officer/authority who passed the order
(enclose copy), or a statement of a decision, action or omission
Of the Procuring Entity in contravention to the provision 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. Grounds of Appeal.....

.....(Supported by an affidavit)

7. Prayer.....

Signature of tenderer with name and seal

Mobile No.-

E-mail-



Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that 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 Deceleration 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 price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the



date of expiry of last supply. If the Supplier fail to do so, the Procurement 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.

3. Dividing quantities among one than more Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of tenderer with name and seal

Mobile No.-

E-mail-