



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

**TENDER DOCUMENT  
FOR**

“Sample analysis work at Central Laboratory of *RSMML Jhamarkotra  
Mines, Jhamarkotra, Udaipur*

Tender No. RSMML/ CO / GGM (Cont)/ Cont- 11/2014-15 Dated.01.08.2014

Issued by

Corporate Office,

RSMML, Udaipur

**Cost of Non Transferable**

**Tender Document(including VAT) : Rs 1140 /-**

**Place of Sale of Tender : Office of F.A., Corporate Office.**

**Or downloaded from website.**

**Date of Sale of Tender : From 04.08.2014 to 09.09.2014 up to 1.00 pm**

**Date of Receipt of Tender : 09.09.2014 up to 3.00 pm**

**Date of Opening of Techno-commercial Part: 09.09.2014 at 3.30 pm**

**Registered Office:**

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

**Corporate Office:**

4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2527211,2428763-67,  
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## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Ref. no :-RSMM/CO/ GGM(Cont)/Cont- 11/14-15

Dated : 01.08.2014.

### DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited from reputed Contractors for following works.

| Brief Description of work   | EMD (In Rs.)   | Contract Period |
|---|--|-----------------|
| Analysis of samples at our Chemical Laboratory of SBU-PC (RP), Jhamarkotra Mines, Jhamarkotra, Udaipur (Raj.)                                     | 40,000/-   | Two years       |
| Cost of tender document is Rs. 1140 /- (Inclusive of VAT) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur. |  |                 |
| Period & Place of Sale of documents: from FA, Corporate Office, Udaipur or download from our website  | From 04.08.2014 to 09.09.2014 up to 1.00 pm, In case down loaded from website, tender fee to be deposited with the offer |                 |
| Last Date & Time of Submission of offer   | Dt. 09.09.2014 up to 3:00 pm, at C. O. Udaipur   |                 |
| Opening of Techno-Commercial Offer  | Dt.09.09.2014 at 3:30 pm, at C. O. Udaipur   |                 |

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

1) "The tenderer should have minimum turnover of Rs. 10.00 lacs in any one of the immediate preceding four financial years i.e. 2010-11, 2011-12,2012-13 & 2013-14 in its own name".

The Tenderer should submit duly attested copy of CA certified/ audited balance sheets in support of turn-over.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The tenderers will be pre-qualified on the above criteria on the basis of documents furnished by them. Only such pre- qualified tenderers will be informed about the opening of Price Bid. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

In case of partnership firm, the offer of partnership firm will be evaluated subject to the condition that, partnership firm is in vogue prior to issuance of NIT of this tender (date of the NIT shall be considered as the date of issuance of NIT). It is to be noted that the experience and turnover of the tenderer shall only be considered.

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

**General Manager (Contract)**

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

## Section-II

### DEFINITIONS

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

- 2.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.2 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.3 **“Officer-in-Charge”** shall mean any officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2.4 **“Contractor or Agency”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 2.5 **“Tender”** shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- 2.6 **“Letter of Acceptance”** shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter.
- 2.7 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as applicable to the Contractor for execution /performance of all contractual obligations as per terms of this contract.
- 2.8 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.

## Section-III

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 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.

- 3.2. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Officer-In charge whose decision shall be final and binding. 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.
- 3.3. The tenderer can visit the Central Laboratory, Jhamarkotra Mines during office hours for guidance and contract administration deptt. for obtaining the details of work to be attended.

#### 3.4. Submission & Opening of Tender:

Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.

Both the envelopes should be kept in a sealed envelope addressed to GGM(Contract) RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.

The sealed offers should be submitted in the office of the Chief (P&A), RSMML, Corporate Office, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

- 3.5. **Part – 1 " Techno – commercial Bid "** should contain the detailed technical offer and copy of tender document (including addenda/corrigendum if any) duly signed and sealed alongwith all its Annexure, Earnest Money Deposit. 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 "

Following documents to be furnished alongwith Part I of the offer

- i) Form '1' with General information about the tenderer.
- ii) Details of Experience and current commitments of the tenderer necessarily supported by attested copies of Work orders, Completion Certificates and Experience Certificates& other appropriate proof i.e TDS certificates. The attestation should be by Notary Public/1st class Gazetted officers., if any

- iii) Covering letter on the letter head of the tenderer with details of Earnest Money Deposit duly filled in & Demand Draft in favour of Rajasthan State Mines & Minerals Ltd. for requisite Earnest Money Deposit.
- iv) One set of tender documents alongwith conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions
- v) PF Account No. in Form '1' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
- vi) Attested Copy of Balance Sheets and Profit & Loss Account in support of turnover preferably audited/ CA Certified.
- vii) Copy of PAN Card & Service Tax registration Certificate.
- viii) Undertaking as per Annexure-II & V of tender document.

**3.6. PRICE OFFER**

The tenderer are required to furnish their 'price bid' in the prescribed "Price" format "Form-2". The quoted rates by the tenderer shall be for total scope of work & inclusive of taxes of all nature, duties, levies etc., including service tax.

The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for work in such a way that insertion and/or interpolation is not possible. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer. The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

**3.7. Validity of offers :**

Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120 days 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, canceling, 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.

**3.8. LATE BIDS/DELAYED BID:**

1. Any Bid received by the Company after the deadline prescribed in NIT due to any reason whatsoever will not be accepted.
2. Any Bid received by the Company after the schedule time of receipt of the tender, but before due time of opening of the tender in such cases tenderer has to deposit the tender in the receipt section where time of receipt shall be recorded by the staff and same shall be marked as a delayed tender.

### **3.9. TAXES:**

The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes payable at present by the Central or State Government authorities, for execution of the works under the contract. The rates quoted by the contractor shall be inclusive of all applicable taxes & duties including service tax as on the date of submission of the tender. Any variation/withdrawal 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 as per available information present rate of service tax is @12.36 on total value of work.

### **3.10 RATES & TAX DEDUCTION AT SOURCE:-**

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.

### **3.11 EARNEST MONEY:**

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 Nationalised/Scheduled 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 to 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: -**

- If the tenderer withdraws or modifies or alter the offer on its own after its submission to the RSMML.
- If the tenderer does not submit the prescribed Demand Draft/bank guarantee as security deposit within 21 days of the date of DLOA/LOA (Acceptance of tender) issued in favour of tenderer.
- If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
- If the tenderer does not commence the work within the time allowed.

### **3.12 SECURITY DEPOSIT**

The successful tenderer shall furnish a Security Deposit (interest free) @ 10% of the Total Contract value. The amount of SD is to be deposited through Demand Draft/Bank Guarantee in favour of RSMML, Udaipur, within 21 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for

due fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU/ICICI/HDFC/Axis Bank having its branch at Udaipur on non judicial stamp paper of value 0.1% of BG amount or Rs. 200/- whichever is higher. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.

The entire Security Deposit shall be refunded after six months of the expiry of contract after satisfactory completion of the work/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” and indemnity bond to the Company.

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

### **3.13 PROVIDENT FUND**

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.

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.

The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure-I) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.

However, each running account bill / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employee s 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 Officer-In-Charge.

### **3.14 NEGOTIATION :**

- 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.

### **3.15 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1:**

The price bids of the techno-commercially acceptable tenderer will be evaluated. The tenderer with the lowest offered total amount in Form-2 for the tendered work shall be decided as L-1 tenderer.

### **3.16 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/ EMPLOYEES**

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

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

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

### **3.17 INSURANCE:**

Under the insurance scheme the contractor shall be required to get all the cleaning persons/ employees insured by Insurance Company to meet the liability arising out of workman compensation Act or any other legal responsibility. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the Management on this account. Insurance Policy shall be valid including extended period, if any.

### **3.18 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other



reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

### **3.19 COMPLIANCE IN RESPECT OF VARIOUS ACTS**

The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable on the work during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to the contractor including his employees, All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

### **3.20 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 notice/s from 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 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.

### **3.21 TERMINATION:**

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

or demand for compensation, loss of profit and/or damages and /or losses or costs by reason of such earlier termination on any ground whatsoever.

- iv. In the event the supplier's services are found to be unsatisfactory, the Company shall have the right to immediately terminate the contract, without any liability or compensation to the supplier.
- v. Upon termination of the contract for any reason whatsoever, the contractor shall immediately remove its materials, equipments .

### **3.22 APPEALS:**

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

### **3.23 DISPUTE, JURISDICTION**

- i. The place of the contract shall be Udaipur(Rajasthan). In case of any difference, the same shall be resolved by mutual discussions & agreement. However, the decision of Executive Director (Administration) shall be final & binding.
- ii. No courts other than the courts located at Udaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

## Section-IV

### SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

#### **4.1. Scope of work:**

##### **4.1.1 : Manpower**

The contractor will deploy 08 nos. of Analyst i.e. 02 nos. in each shift throughout the week and 2 nos. reliever having minimum qualification of B.Sc.(Chemistry). In addition to this, the contractor will also deploy 02 Helpers in general shift who will work as per job provided to them by the officer-in-charge. .

4.1.2 The details of the services required to be provided by the agency under above mentioned services is as under:

##### **4.1.3 Sample analysis :**

1. To carry out analysis of samples as provided to them at the beginning of the shift by the officer-in-charge.
2. The contractor shall be responsible for quality work without any damage or harm to RSMML's property. In case of any damage same shall be replaced/repared by the contractor at its own risk & cost.
5. The staff to be deputed for analysis work must possess the requisite qualification and experience as mentioned above.

**4.1.4 Required Service level:** Analysis of samples provided to them at the binging of each shift and shall be responsible to get the task completed in time.

##### **4.1.5 Duties: Behaviour: Staff Requirement etc.**

- i. The agency shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- ii. The agency's staff shall not disturb the employees of the RSMML in the premises.
- iii. The agency's workers shall be polite, courteous, well behaved and honest.
- iv. The agency shall be fully responsible for any theft, burglary fire or any other mischievous deed done by its workers.
- v. The antecedents of all the workers would be got verified from police by the agency before deployment for work.
- vi. The RSMML shall have the right to impose cash penalty on the agency or deduct such amounts from its security deposit in case the building/property is put to any financial loss directly or indirectly by any act of omission on the part of the Agency's workers..
- vii. The agency shall be directly responsible for the payment of wages, which should not be less than minimum wages prescribed by Govt. of Rajasthan . Provident fund or any other benefits available under the rules be given to its employees. RSMML shall not entertain any such claim of the persons employed by the Agency.

- viii. During the execution of work for the contract period or extension if given, it will be the responsibility of the agency to get the insurance of the persons deployed & for any accident or mishappening.
- ix. All the workers of the agency shall be free from infectious diseases.
- x. The agency will ensure to obtain proper license/ permission from the concerned
- xi. The agency shall in no case transfer the services; it is required to perform under this agreement to any other agency or person.
- xii. The agency shall submit the copies of the monthly payment registers as well as the deduction made on account of CPF, ESI. alongwith the bills /or payment.
- xiii. The Agency shall replace any worker from service who is found unfit or unsuitable.
- xiv. The person deployed on work while on duty should not be found in intoxicated condition. Smoking by them is also not allowed in the Company premises/duty places.
- xv. Uniform Apron and safety shoes shall be provided by the contractor to their employees. The employees shall wear the uniform while on duty. Agency will have to replace the staff/employee deployed by them for execution of works in case their behaviour/performance is not found satisfactory by O.IC.
- xvi. Central Laboratory of RSMML, Jhamarkotra Mines is ISO 9001:2008 certified, hence the contractor will be required to comply with the norms of aforesaid ISO.
- xvii. Conveyance facility shall be provided by the contractor to its employees.

#### **4.1.6 Special conditions**

**Maintenance of Registers and Records:** The contractor shall be required to maintain following registers which should be available at duty place/room at every times for inspection:

- (i) Attendance, salary register of all employees
- (ii) Any other records, registers, documents are required to be maintained under applicable act statutory & provisional or Govt.
- (iii) The contractor shall allow the weekly day of rest to their employees for which no extra payment will be made to the contractor. Analysis work is carried out on all the 365 days of the year.
- (iv) The contractor will submit daily/weekly/monthly report on Performa approved by Officer In-charge.

#### **4.1.7 Age of employee:**

The age of persons deployed should not be below 18 years and not exceed 60 years. Proof of age certificate is to be enclosed before deployment of each person.

#### **4.1.8 Emergency work**

The company may assign other related jobs of chemical analysis in emergency at any time and the contractor has to perform the same and no extra payment will be made to the contractor for such work.

#### **4.2. Pre-qualification Criteria:-**

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

- 1) "The tenderer should have minimum turnover of Rs. 10.00 lacs in any one of the immediate preceding four financial years i.e. 2010-11, 2011-12, 2012-13 & 2013-14 in its own name".

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.

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.

#### **4.3. Period of contract & Commencement:**

The contract period shall be Two year 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) or commencement of the work of Collection and preparation of Samples at Jhamarkotra whichever is later.

#### **4.4. Terms and condition of payment:**

The RSMML shall pay the agreed amount to the agency on monthly basis after completion of the month and submission of a bill along with copies of challan of PF deposition & other details duly verified by EIC.

#### **4.5. Supervision/Inspection:**

The agency's supervisor will be responsible for completion of sample analysis work and he will report to the Officer-in-charge of the work on day to day basis. The OIC/authorised persons will be final authority to assess the different works specified under the scope of work

#### **4.6. Compensation.**

In case the Contractor fails to commence the work within the stipulated / extended period, the company shall recover a pre determined and agreed compensation @ 0.5% of the annual contract value on fortnightly basis from the contractor. In the event the compensation exceeds 2% of annual contract value, provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company

In case of non deployment of 02 nos. of analyst in each shift a predetermined compensation @ 1000/- Per personnel/ Shift will be recovered from contractor and non deployment of 02 nos of helper in each shift a predetermined compensation @ 700/- Per personnel/ Shift will be recovered from contractor and proportionate payment will be made.

In addition to this in case of non- satisfactory performance as per instruction of EIC/ as specified in the scope of work due to contractor's fault compensation @1000/- per day will also be recovered as compensation, proportionate payment will be made.

The compensation so paid and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

**4.7. Indemnity :** Except where arising from the negligence of RSMML or RSMML's employees, the contractor shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the contractor or contractor's personnel or claims made against RSMML by third parties in respect thereof.

**4.8. Signing of Agreement:**

The signing of agreement shall constitute the award of the contract on the bidder and it must be signed within a fortnight of submission of security deposit.

**4.9. 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.

**4.10. RISK AND COST**

In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

I/We have studied the above terms and conditions and have understood them fully, hereby convey our acceptance thereof.

Seal & Signature of Tenderer  
Name & Address

Place:

Dated:

**RAJASTHAN STATE MINES AND MINERALS LTD.**  
(A Government of Rajasthan Enterprise)

Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/14-15 Dated.01.08.2014

**General Information about the Tenderer (to be filled by the tenderer and submitted alongwith Techno-commercial part of tender )**

- i) Name of the agency:- .....  
Office Address and Telephone Nos:- .....  
.....  
.....
- ii) Labour Licence No. & Registration details:-  
.....
- iii) P.F. A/c No or Undertaking: - ..... .
- iv) PAN No:- ..... .
- v) Service Tax Registration number:- . .....
- vi) ESI Code No.:- .....
- vii) Annual turnover last three Years. \_\_\_\_\_

| SN. | YEAR    | TURN OVER |
|-----|---------|-----------|
| 1   | 2010-11 |           |
| 2   | 2011-12 |           |
| 3   | 2012-13 |           |
| 4   | 2013-14 |           |

- viii) Particulars of D.D as earnest money: ?
- ix) Amount Rs. :.....DD/PO No.:\_.....  
Issuing Bank with .....Date of Issue: .....
- x) Declaration: I/We hereby undertake that all terms and condition as mentioned above in the tender document are acceptable to me/us.

**(Signature of the Tenderer)**

**With complete address and seal**

**(On the letter head of the tenderer)****PROFORMA FOR 'PRICE BID'**

Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/14-15 Dated.01.08.2014

Name of Tenderer \_\_\_\_\_

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

| SN | Description of work  | Amount (Rs. Per calendar month) |          |
|----|--|---------------------------------|----------|
|    |  | In Figure                       | In words |
| i  | Sample analysis work of RSMML Central Laboratory, SBU-PC (RP),Jhamarkotra Mines, Udaipur as per scope of work. |                                 |          |

Note:-

- i) Rates must be entered in figures & words.
- ii) In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- iii) Unit rate quoted by the tenderer shall be inclusive of all taxes, duties & levies including service tax. The rates shall be inclusive of weekly day of rest. The month will be counted for the days of the relevant month.
- iv) 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.

Dated: -----

(Authorised Signatory)

Place: -----

Name  
Designation



**Annexure - I**

**AFFL.DAVIT**

**(On non-judicial stamp paper of appropriate value )**

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)

**UNDERTAKING**

**(To be typed on Non Judicial stamp paper of appropriate value)**

Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/14-15 Dated.01.08.2014.

Name of Tenderer .....

I.....S/o Shri.....aged.....

Years, resident of.....on behalf of the tenderer i.e. M/s.....hereby undertake oath and state as under:-

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM 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)

(Authorised Signatory)

With seal

Place:

Date:

### **Compliance with the Code of integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with 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

Signature of bidder

Place

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