



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

**e-TENDER DOCUMENT  
FOR**

**“Hiring of services for various jobs/works ( Gardening, sweeping & helper /  
beldari work ) through service provider for RSMML Corporate office &  
other places at Udaipur”**

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 11/16-17 Dated 20.10.2016**

**- Issued by**

**Corporate Office,**

**RSMML, Udaipur**

**Cost of Non Transferable Tender Document(including VAT) : Rs 1145 /-**

**Date of downloading of Tender: From 25.10.2016 To 24.11.2016 till 1.00 PM**

**Last Date of Submission of online Tender: 24.11.2016 up to 3:00 PM**

**Date of Opening of Techno-commercial Part (Part I): 25.11.2016 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,

Fax :0294- 2428794,2428793



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,  
Phone : 0294-2803519, 2428763-67, fax 0294-2428768,2428739

Email id: [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)

Ref. no :-RSMM/CO/ GGM(Cont)/Cont-11/16-17

Dated: 20.10.2016

### **e-DETAILED NOTICE INVITING TENDER**

Tenders are invited for following work from reputed contractors through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in):-

Brief Description of work	EMD (In Rs.)	Contract Period
Hiring of services for various jobs/works ( Gardening, sweeping & helper / beldari work ) through service provider for RSMML Corporate office & other places at Udaipur”	Rs. 53,300/-	Two year
Cost of tender document is Rs. 1145/- (Inclusive of VAT) by Demand Draft/Pay Order/Banker’s Cheque, in favour of “RSMM Ltd.” Payable at Udaipur.		
Processing Fee	Rs. 500/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of documents	From 25.10.2016 to 24.11.2016 up to 1.00 pm,	
Last Date & Time of online Submission of offer	Dated 24.11.2016 up to 3.00 pm	
Date of opening of Techno Commercial offer	Dated 25.11.2016 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. 6.67 lacs in any one of the immediate preceding four financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in its own name”.

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

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

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

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

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

**General Manager (Contracts)**

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

## Section-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 **“Service provider/ Contractor”** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 2.3 **“Statutory obligations(s)”** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 2.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 2.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 2.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.7 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 2.8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 2.9 **“Engineer-in-Charge”** shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2.10 **“Group General Manager (contract)/General Manager (Contract)”** shall mean the Group General Manager/ General Manager for contract division of RSMML or his successors in office so designated by the company.
- 2.11 **“ED(Admn.)”** shall mean the Executive Director(Administration) of RSMML or his successors in office so designated by the company.
- 2.12 **“Letter of acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.

- 2.13** “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 2.14** “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 2.15** “**Tender**” shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

## **Section-III**

### **3.1 Instructions to the Tenderer & General Conditions**

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-B & D of tender document should be kept in a sealed envelope addressed to General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission date of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of

the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

- viii. 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.

### **3.2 Tender Procedure**

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

### **3.3 Tender Document Fee**

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

### **3.4 e-tendering processing charges**

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD

RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.

- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

### **ONE BID PER TENDERER**

- 3.5** Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited Company or a co-operative society.

### **COST OF BIDDING**

- 3.6** The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

### **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

- 3.7** All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 3.8** Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.9** Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.10** Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.11** The Company takes no responsibility for delay, loss or non-receipt tender fees & other documents as required sent through post/courier service.

### **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- 3.12** Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer



and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.

- 3.13** The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.
- 3.14** Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

### **ADDENDA/CORRIGENDA**

- 3.15** Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.16** Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

### **CURRENCIES OF THE BID AND PAYMENT**

- 3.17** The unit rates and prices shall be quoted by the tenderer entirely in Indian Rupees.

### **SUBMISSION OF TENDERS**

- 3.18** The tenders shall be submitted online as prescribed above in the tender document. The bidder are required to upload the following documents as “*Techno – commercial Bid*” with their bids :
- (a) Earnest Money Deposit as per NIT.
  - (b) Power of Attorney in favour of the authorised representative signing the tender.
  - (c) Certificate of Incorporation/Memorandum of Association & Article of Association /Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be.
  - (d) Copy of PAN & Service tax registration number
  - (e) Copy of the audited Balance Sheet/ duly certified by Chartered Accountant/Audited, of preceding three financial years i.e. 2013-14, 2014-15 and 2015-16.
  - (f) Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer
  - (g) “Exceptions & Deviations statement” to be submitted by the tenderer in form 3
  - (h) Provident Fund Account Number of establishment and its effective date or undertaking as per annexure I
  - (i) Undertaking/affidavit as per annexure II & IV given in tender document.
- 3.19** Tenderer must uploaded the photocopies of documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be

considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

### **3.20 PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online in the prescribed format available on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The tenderer is to quote the rate online in the prescribed BOQ only failing which the bid will be rejected. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at "Form-4" for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the BOQ format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

### **DEADLINE FOR SUBMISSION OF BIDS**

- 3.21** The Company may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

### **LATE BIDS**

- 3.22** No bid will be accepted by the Company after the deadline prescribed in NIT due to any reason whatsoever.

### **OPENING OF THE TENDER**

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

### **EXCEPTIONS AND DEVIATION**

- 3.24** Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form -4. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

## **BID SECURITY**

- 3.25** The tenderer must pay Bid Security/ Earnest Money as per DNIT (having validity of three month) in the form of crossed demand draft in favour of “RSMML” and drawn on any bank at Udaipur and the same shall be submitted as detailed above in original, 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 bid is 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 to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- 3.26** The earnest money of a tenderer shall be forfeited in the following cases:-
- i If the tenderer withdraws or modifies the offer after submission of the tender.
  - ii If the successful tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
  - iii If the successful tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
  - iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
  - v If the work is not commenced within the prescribed time period

## **VALIDITY**

- 3.27** Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120days is liable to be rejected. The tenderer on its own shall not during the said period of 120days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.
- In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer’s responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

## **EVALUATION OF TECHNO-COMMERCIAL BID**

- 3.28** The techno-commercial bids of substantially responsive tenderer’s will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that

he has required level of technical, financial & managerial competence & experience before submitting the tender.

- i. If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- ii. The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- iii. Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

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

- 3.29** The price bids of the techno-commercially acceptable tenderers will be evaluated. The Lowest sum total contract value of the work shall be the criteria for deciding lowest tenderer after adding the effect of applicable Service Tax.

### **NEGOTIATIONS**

- 3.30** 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.
- 3.31** 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.
- 3.32** 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

### **3.33 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 procurement , whichever is less.

### **RIGHTS OF COMPANY**

- 3.34** The Company reserves the right –
- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,

- ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) to further split the work amongst more than one contractor if considered expedient at the sole discretion of the Company.
- iv) to increase / decrease the quantity and period of contract, without any additional obligation on it.
- v) not to carry out any part of work.
- vi) to reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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

### **REFUSAL / FAILURE**

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

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**4.1 INTERPRETATION OF CONTRACT DOCUMENT**

Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-Incharge 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.

**4.2 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 bank(except SBI) /ICICI/HDFC/Axis Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.

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.

**4.3 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.

#### 4.4 **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 excluding 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.

#### **SERVICE TAX :**

The tenderer shall quote the rates exclusive of service tax. If deposition is responsibility of contractor then the applicable service tax shall be deposited by the tenderer; and the same shall be reimbursed by the Company subject to submission of documentary proof of deposition of service tax with the Government. Otherwise company shall deposit directly without deductions from bills. Tenderers are requested to quote accordingly

#### 4.5 **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.

4.6 **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.

4.7 **INSURANCE:**

The contractor shall be required to get all the personnel's/employee 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.

4.8 **NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

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

4.9 **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,

4.10 **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.

#### 4.11 **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 .

#### 4.12 **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

#### 4.13 **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

#### **5.1 Pre-qualification Criteria:-**

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

- i) The tenderer should have minimum turnover of Rs. 6.67 lacs in any one of the immediate preceding four financial years i.e. 2012-13, 2013-14, 2014-15 & 2015-16 in its own name”.

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

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

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

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

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

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

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

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

**5.2 Scope of work:** The scope of work for the work of Hiring of services for various jobs/works through service provider for RSMML Corporate office & other places at Udaipur generally shall include but not limited to the following.

- A. Providing services for Gardening Work**
- B. Providing services for Sweeping work**
- C. Providing services for Helper / Beldari work**

## **JOB WORK A :- SERVICES OF GARDENING WORK**

- i. The service provider shall keep the garden maintained during the entire contract period for the area upto 10000 Sqm( approx).
- ii. Proper cutting (uproot, clean & remove weeds, unwanted shrubs, stone & garbage from the lawn plots and trenched area) of lawn timely/ as per instruction of Engineer in Charge . All required Garden tools & Implements etc. for this will be arranged by contractor at his own cost (Once in a week in the rainy & summer Season and once within 10- 12 days in winter Season).
- iii. Maintaining the Plants, Grass, Trees, Shrubs, Hedge, Climber plants, Fixtures of the Garden in proper/ alive/working conditions.
- iv. The contractor shall be required and liable to upkeep the garden in neat & clean condition & shall also dispose the garbage/ waste material/ rubbish like grass, falling leaves, weeds or of any variety etc. in a garbage box installed nearby by the municipality.
- v. The contractor shall do watering of the garden timely to ensure survival any damage of the plants, grass, trees, shrubs, hedge, climber plants etc.
- vi. The required fertilizers (Chemical/ Organic) , Manure, Good earth, Insecticides, all types of major tools to upkeep of garden shall be provided by the Company.
- vii. The new trees /plants/ shrubs / climber plants etc. provided by the company according to season to maintain the aesthetic look of garden shall be planted by the contractor at no additional cost.
- viii. The required minor gardening tools and tackles will be arranged by the service provider whereas the major tools and material required shall be supply by the Company.
- ix. Besides above the service provider shall also be required to carried out relevant work as assigned by the EIC/Company from time to time at no additional cost.

The service provider shall provide the desired services at the following premises :

- 1) RSMML Corporate office, 4, Meera Marg, Udaipur-Rajasthan-1 no.
- 2) MD office cum residence at Tiger hills, Udaipur-Rajasthan. -1 no.
- 3) 2 Nos Din Dayal Park , Goverdhan Villas Colony Sec., 14, Udaipur -2 no.

For attending the requirement the service provider shall depute minimum one number gardener at Corporate office, one number gardener at MD office cum residence at tiger hills, 2 nos. at Din Dayal Park, Sector, 14 Goverdhan Villas Colony, Udaipur during 09:00 AM to 07:00 PM throughout the year (365) . The service may also be required beyond schedule time as above as per direction of OIC.

## **JOB WORK B :- SERVICES OF SWEEPING**

- i. The service provider shall provide service for Sweeping, cleaning of rooms, Toilets indoor as well as outdoor premises on daily basis at Tiger Hill Office/Res. And shall upkeep the premises in neat & clean condition & shall also dispose the garbage/ waste material in a garbage box installed nearby by. The required tools and tackles will be arranged by the service provider whereas the material required shall be supplied by the Company.
- ii. Besides above the service provider shall also be required to carry out relevant work as assigned by the EIC/Company by time to time at no additional cost.

For attending the requirement the services provider shall depute minimum one number sweeper at MD office cum residence at tiger hills. Sweeper will make himself available for his work from 07:00 AM to 5:00 PM on daily basis (including Saturdays and Sunday) throughout the year for discharging services and completion of assigned work. The service may also be required beyond schedule time as above as per direction of OIC.

**JOB WORK C :- SERVICES OF HELPER / BELDARI work**

- i. To do miscellaneous unskilled job and to do manual work and to render help in all the daily nature jobs/ service in general for maintenance work or Any other duty assigned by the EIC/Company.
- ii. Besides above the service provider shall also be required to carry out relevant work as assigned by the EIC/Company by time to time at no additional cost.

For attending the requirement the service provider shall depute maintained 03 number helper / beldar at Corporate office & 06 number helper / beldar at MD office cum residence at tiger hills, during 09:00 AM to 07:00 PM throughout the year. The service may also be required beyond schedule time as above as per direction of OIC.

**Requirement :-**

5.3 The Company shall identify the requirement of personnel and equipment to be deployed by the agency. However the present requirement based on past experience is as under:-

- i) **For Gardening Work: 04nos.**
- ii) **For Sweeping work ; 01 nos.**
- iii) **For Helper / Beldari work : 09 nos.**

Company reserve the right to increase or decrease the number as specified above, and proportionate payment/recovery would be admissible.

**5.4 Duties: Behaviour of agencies Staff etc.**

- i. The service provider shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- ii. The service provider's staff shall not disturb the employees of the RSMML in the premises.
- iii. The service provider's workers shall be polite, courteous, well behaved and honest.
- iv. The service provider 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 service provider before deployment for work.
- vi. The RSMML shall have the right to impose cash penalty on the service provider 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 Service provider's workers..
- vii. The service provider shall be directly responsible for the payment of wages as per applicable laws prescribed by Govt. of Rajasthan/any other statutory authority. Provident fund or any other benefits available under the rules and law be given to

- its employees by the service provider at his own cost. RSMML shall not entertain any such claim of the persons employed by the Service provider.
- viii. During the execution of work for the contract period or extension if given, it will be the responsibility of the service provider to get the insurance of the persons deployed & for any accident or mishappening.
  - ix. All the workers of the service provider shall be free from infectious diseases.
  - x. The service provider will ensure to obtain proper license/ permission from the concerned.
  - xi. The service provider shall in no case transfer the services; it is required to perform under this agreement to any other service provider or person.
  - xii. The Service provider shall replace any worker from service who is found unfit or unsuitable.
  - xiii. 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.
  - xiv. Service provider 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.

#### **5.5 Period of contract & Commencement:**

Initially the contract shall be for a period of 02(two) year from the date of issuance of DLOA. The service provider shall have to commence the work within 15 days from the date of issuance of LOA (Letter of acceptance)/DLOA (Detailed Letter of acceptance).

**5.6 Terms and condition of payment:** RSMML shall pay the agreed amount to the service provider on monthly basis after completion of the month and submission of a bill along with other details.

#### **5.7 Inspection:**

The service provider will be responsible for the services and 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 completion of different works specified under the scope of work

#### **5.8 Compensation.**

- i) In case it is found that the specific work as assigned is not carried out in the manner as specified in the Scope of work (for each job) of tender document by the Contractor's then the Company will recover a pre-determined amount of Rs. 500/- each day as compensation for each job separately.
- ii) In case of no work or insufficient services is carried out by the contractor no payment will be made for that day in addition to it a sum of Rs.1000/- will also be recovered as compensation for each job. Beyond this the company reserves its right to cancel & terminate the contract and forfeiture of Security deposit at any point of time if the performance of contractor is not found satisfactory.
- iii) 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.

**5.9 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.

**5.10 Signing of Agreement:**

The signing of agreement shall constitute the award of the contract on the bidder and it must be signed within a period of 30 days from the date of issue of LOA/DLOA.

**5.11 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)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/2016-17 Dated. 20.10.2016

**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 four Years. \_\_\_\_\_

SN.	YEAR	TURN OVER
1	2012-13	
2	2013-14	
3	2014-15	
4	2015-16	

- 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**

**BANK DETAILS OF TENDERER FOR RTGS/NEFT/ONLINE REFUND OF  
EMD**

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
1	Name of Tenderer	
2	e-mail ID	
3	Mobile Number(For SMS)	
4	Bank Account Number	
5	Bank Details; a)Name b)Branch Number c)Address	
6	Type of A/c: Saving/Current/CC/any other	
7	IFSC Code	

**Signature of Tenderer(s) with Seal****Date:****Place:**



**RAJASTHAN STATE MINES AND MINERALS LIMITED****(A Government of Rajasthan Enterprise)****EXCEPTIONS AND DEVIATION**

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/2016-17 Dated. 20.10.2016

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

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

**Signature of tenderer(s)****With the seal**

## PERFORMA OF PRICE OFFER

(To be submitted online only in the prescribed BOQ format available for downloading on <https://eproc.rajasthan.gov.in>)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/2016-17 Dated. 20.10.2016

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

SN	Description of work	Total Amount (Rs. Per calendar month)	
		In Figure	In words
i	Hiring of services for various jobs/works through service provider for RSMML Corporate office & other places at Udaipur for Providing services as per scope of work of tender document.		
A	<b>FOR GARDENING WORK,</b>		
B	<b>FOR SWEEPING WORK</b>		
C	<b>FOR HELPER / BELDARI WORK</b>		
	<b>Total (A+B+C)</b>		

Note:-

- i) Unit rate quoted by the tenderer shall be inclusive of all taxes, duties & levies but **excluding service tax**. 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.
- ii) The rate must not be below as notified in Rajasthan Gazette by Labour department dt. 17<sup>th</sup> Dec., 2015.

Dated: -----

(Authorised Signatory)

Place: -----

Name  
Designation

**AFFIDAVIT**

**(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)**

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-11/2016-17 Dated. 20.10.2016

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.

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

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector Bank (except SBI) /ICICI/Axis/HDFC having its Branch office at Udaipur on non-judicial stamp paper appropriate value as per stamp duly act)

B.G. \_\_\_\_\_ Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called ‘the company’).

Whereas the Company having agreed to exempt M/s. \_\_\_\_\_ a company/partnership firm \_\_\_\_\_ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called ‘the Contractor’) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor and agreement dated \_\_\_\_\_ entered into between RSMML and M/s. \_\_\_\_\_(Contractor), hereinafter called ‘the said letter of Acceptance/agreement’ which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_( Rs. \_\_\_\_\_) being equivalent to \_\_\_\_\_% of Contract value of Rs. \_\_\_\_\_.

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

1. We, \_\_\_\_\_(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor’s failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank’s liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and

accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or E.D. or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore balance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_SON OF \_\_\_\_\_  
(designation) \_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_this the \_\_ day of \_\_\_\_\_