



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

TENDER DOCUMENT

FOR

***Providing on hire, Taxi cars with Drivers;
On Monthly basis***

Tender No. RSM/ CO / GGM (Cont)/ Cont-33/14-15 Dated 18.02.2015

***Issued by
General Manager (Contracts),
Corporate Office, RSMML, Udaipur – 313001***

Cost of Non Transferable Tender Document: Rs. 570 /- (inclusive of VAT)

Place of Sale of Tender: The office of the Sr.F.A., C.O., Udaipur or downloaded from our website.

Period of Sale of Tender: From 26.02.2015 to 23.03.2015 till 1.00 pm

Last Date of Submission of Tender: 23.03.2015 up to 3.00 pm

Place of Submission of Tender : GGM (Cont.), C.O., Udaipur

Date of Opening of Techno-commercial (Part –I): 23.03.2015 at 3.30 pm, C.O., Udaipur

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 : 0294-2428763-67,

fax 0294-2428768,2428739



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

Ref. no :-RSMM/CO / GGM(Cont)/Cont-33/2014-15

Dated: 18.02.2015

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Corporate office:-

Brief Description of work	Period of contract	Earnest Money (Rs.)
Providing on hire, 03 no. of Indigo ecs (Diesel) A.C. Taxi of model 2013 and onwards with Drivers on monthly basis.	24 Months	30000/-
Cost of tender document is Rs.570/- (inclusive of VAT), payable by D.D. in favour of “RSMM Ltd, Udaipur”		
Period & place of sale of documents: from office of the F.A., CO, Udaipur or download from our website	From 26.02.2015 to 23.03.2015 up to 1.00 pm, In case downloaded from website, tender fee to be deposited with the Techno commercial offer.	
Last Date & Time of Submission of offer	Dated 23.03.2015 up to 3.00 pm at C. O. Udaipur	
Date of opening of Techno Commercial offer	Dated 23.03.2015 at 3.30 pm at C. O. Udaipur	

Pre-qualification criteria:

1. Tenderer should have minimum turnover of Rs. 3.75 Lacs in any one of the immediate three preceding financial years i.e. 2011-12, 2012-13 & 2013-14 in tenderers 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 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 tenderer/bidder who have earlier been suspended or banned or whose contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.

The company 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 (Contracts)

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

SECTION-II

Definitions, Interpretations

- 2.1 In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 2.1.1 "**Alteration/Variation order**" means, any order given in writing by the Officer-In-Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 2.1.2 "**Approved**" shall mean approved in writing by the Company/Officer-In-Charge.
- 2.1.3 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.4 "**Commencement of work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 2.1.5 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.6 "**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.
- 2.1.7 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance /telegram awarding the work, 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.
- 2.1.8 "**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.
- 2.1.9 "**Group General Manager/General Manager (Contract)**" shall mean the Group General Manager / General Manager (Contract) of Rajasthan State Mines and Minerals Limited or his successors in office so designated by the Company.
- 2.1.10 "**ED(Admn.)**," shall mean Executive Director (Administration) for RSMML or his successor in the office so designated by the Company.
- 2.1.11 "**Kilometers**" or "km" shall mean 1000 meters.

- 2.1.12 “**Letter of Acceptance**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 2.1.13 “**Managing Director**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.14 “**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.
- 2.1.15 “**Officer-in-Charge/Engineer-in-charge**” shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company. Senior Manager (Admin.), CO will generally be the officer-in-charge, unless otherwise notified by the company.
- 2.1.16 “**RSMML**” or “**COMPANY**” shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 2.1.17 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

2.2 **INTERPRETATIONS:**

- 2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Group General Manager (Contract), RSMML, 4-Meera Marg, Udaipur, of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.

Section -III

Instructions to the Tenderer

TENDERER TO OBTAIN THE INFORMATION HIS OWN:

- 3.1 The tenderer while offering his tender, shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy him in all respect, before the submission of offer.
- 3.2 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect directly or indirectly the carrying out the works at the contract rates and to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligations. The tenderer is deemed to know and understood 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 these documents irrespective of any defect, omissions or errors that may be found in the documents.
- 3.3 The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of work.

TRANSFER OF TENDER DOCUMENTS:

- 3.4 Transfer of tender documents to other is prohibited. For submitting the offer it is essential to directly purchase the tender document from the Company or download it from our website. In case downloaded from website, tender fee is to be deposited with the Techno commercial offer, without which the offer will be rejected.

COST OF BIDDING:

- 3.5 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

- 3.6 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialed at the lower right hand corner and signed wherever specified in the tender papers by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender. All papers should also bear the stamp of the tenderer.
- 3.7 The tender shall contain the name of the tenderer, details of ownership of the taxis, and shall be signed by the tenderer with his usual signature. Partnership Firms shall furnish the full particulars of all the partners, Partnership deed in the tender. The tender should be signed either by all the partners or by any one partner duly authorised by all other partners of the firm. Tender by a Corporation/Company shall be signed by an authorised

representative and a power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf to enclose the tender.

- 3.8 Tenders containing corrections and alterations are liable to be rejected. Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date.
- 3.9 The tender should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderer will be ignored.
- 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 of tenders sent through post/courier service.
- 3.12 Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 3.13 In case an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least 15 days in advance of the last date fixed for submission of tenderer or as otherwise prescribed in S.C.C.(Special Conditions of Contract) Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.14 The Company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent, who is not authorised to do so.
- 3.15 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

ADDENDA/CORRIGENDA

- 3.16 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.
- 3.17 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the bid.

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

- 3.19 The tenders shall be submitted in the office of Group General Manager (Cont), Rajasthan State Mines and Minerals Limited, C.O. Udaipur (Rajasthan). The last date of submission of tenders is as mentioned in NIT.
- 3.20 Tender along with covering letter (as per Form 1) and information to be included in the tender shall be submitted along with the offer itself.

Tender should be submitted in two parts viz. Part I and part II in separate double sealed envelopes super scribed in following manner.

1st inner sealed envelope containing Part I in 1 (one) copy will be marked as -
“Part I-Techno-Commercial for Tender Reference No. _____”
2nd inner sealed envelope containing Part II in 1 (one) copy will be marked as -
“Part II - Price Bid for Tender Reference No _____”.

Outer Sealed envelope containing above two sealed envelopes, will be marked as
“Bidding Documents for “Providing on hire, Taxi cars with Drivers; On Monthly basis
for , RSMML Corporate office. ”

Tender Reference No. _____ Do not open before 15:30 Hrs IST on.....
The inner envelopes placed in outer envelope to super scribe “DO NOT OPEN BEFORE
15:30 HRS IST” on _____ & shall be addressed to the Company at the
following address:

Group General Manager (Cont),
Rajasthan State Mines and Minerals Limited,
Corporate Office. 4, Meera Marg, Udaipur - 313 001. (Rajasthan)

Further, the full name, postal address, telegraphic address/fax number of the tenderer shall be written on the bottom left hand corner of each of the sealed envelopes by tenderer duly identifying the tenderer

- 3.21 If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the Bid.
- 3.22 The Part – I “Techno – commercial Bid” should contain the detailed technical offer and copy of tender document (including addenda/corrigenda, if any) duly signed and sealed along with 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”
- i) One complete tender document as issued by Company duly filled in, signed and stamped on each page by the tenderer/authorised representative of the tenderer, as prescribed in different clauses of the tender document in token of the acceptance of the terms and conditions of this tender. In case tender document is downloaded from website, tender fee is to be deposited with the Techno commercial offer in form of DD, without which the offer will be rejected.
 - ii) Earnest Money Deposit in the manner specified in NIT.
 - iii) Power of Attorney in favour of the authorised representative signing the tender.
 - iv) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/Gazetted Officer/Notary officer as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.

- v) copy of PAN No.
- vi) copy of Service Tax Registration Number
- vii) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turn over.
- viii) Undertaking that no condition is mentioned in Part II 'Price Bid' and confirmation 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.
- ix) An Undertaking of availing/ Non availing the service tax abatement benefits.
- x) "Exceptions & Deviations statement" to be submitted by the tenderer in tender format.
- xi) Provident Fund Account Number of establishment and its effective date.
- xii) Tenderer should submit an undertaking on Non-Judicial Stamp Paper that there is no case /litigation is pending against him with the company & other companies in relation to the work. In case there is any litigation with RSMML or any other company related to work, the details of the case should be informed. An undertaking that such litigation will not restrict the tenderer in smooth execution of tendered work shall also be provided.
- xiii) Duly attested copies of all such other documents as referred in the tender document.
- xiv) The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.
- xv) Tenderer should submit an undertaking on non-judicial stamp paper that required number & type of car of model as mentioned in the tender document shall be arranged by them and deployed for work within 30 days from the date of issue of LOA duly notified.
- xvi) Tenderer have to declare that whether they are coming under MSMED act or not. If yes, than give the registration number of the same.

3.23 Tenderer shall submit copies 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 submitted, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The 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.

3.24 **PART II 'Price Bid'**

The "**Price Bid**" shall be submitted in one copy. The tenderer is to quote the rate only in the format provided in this tender document.

While quoting the rate under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of **work as described in the tender document** and as required to be executed for site requirement.

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 each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed, sealed and dated by the tenderer. The rates shall be quoted on firm basis.

If the tenderer is quoting for both the options, then he should fill both the “Form 4” & “Form 5-A& 5-B” separately and duly filled up ‘price formats’ should be placed in one single envelope marked as Part – II and as described above

DEADLINE FOR SUBMISSION OF BIDS

- 3.25 In the event of specified date for the submission of bids being declared a holiday for the Company, the Bids will be received up to the same time on the next working day.
- 3.26 The Company may extend the deadline for submission of Bids by issuing an amendment in accordance with tender Clause, 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 / DELAYED BIDS

- 3.27 Any Bid received by the Company after the deadline prescribed in NIT due to any reason whatsoever will be considered as late bid and will not be accepted.
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 and can be considered at sole discretion of Management.

OPENING OF THE TENDER

- 3.28 The envelop containing Part I – Techno-Commercial Bid of the offer will be opened in the office of the Group General Manager (Cont), C.O. RSMML, Udaipur as per NIT. The authorised representative/s of the tenderers is at liberty to be present at the time of the opening of the tender.
- 3.29 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

- 3.30 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 ‘**Form 3**’. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY

- 3.31 The tenderer is to pay **Earnest Money as per NIT** in the form of A/c payee demand draft /Banker’s cheque having **validity of 3 months** in favour of the Company payable 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 tenderers 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 by the 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 in stipulated period and/or fails to commence the work within a period of 30 (Thirty) days from the date of issue of intimation regarding acceptance of tender (LOA/DLOA).

- 3.32 The earnest money of a tenderer shall be forfeited in the following cases:-
- i. If the tenderer withdraws or modifies the offer himself after submission of the tender.
 - ii. If the tenderer does not submit the prescribed Bank Guarantee/D.D. as security deposit within **30 (Thirty) days** from the date issuance of LOA/DLOA issued in favour of tenderer.
 - iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of issue of LOA in favour of tenderer.
 - iv. If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.

VALIDITY

- 3.33 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 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.

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.

EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 3.34 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) meets the eligibility criteria ;
 - ii) has been properly signed;
 - iii) is accompanied by the required securities; and
 - iv) is as per the requirements of the Bidding documents.

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.35 The techno-commercial bids of substantially responsive (as detailed in clause 3.34) 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 otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 3.36 If a Bid is not substantially responsive, it may be rejected by the Company at its sole discretion.
- 3.37 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.
- 3.38 **NEGOTIATIONS:**
- i. Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the

second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

- ii. In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii. In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

3.39 CORRECTION OF ERRORS:

Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- a) where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- 3.40 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

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

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.43 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- 3.44 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses, below would be the formalization of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

3.45 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

3.46 The contract agreement shall consist of –

- An agreement on non-judicial stamp paper of appropriate value
- Tender document, along with the addend/corrigenda, if any.
- Letter of Acceptance &/or Detailed Letter of Acceptance.
- Agreed Variation, if any,
- Any other document as mutually agreed.

RIGHTS OF COMPANY

3.47 The Company reserves the right -

- i) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
- iii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iv) to increase / decrease the number of vehicles 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.

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

3.48 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 so deposited.

INTERFERENCE WITH PROCUREMENT PROCESS

3.49 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.

Section- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

- 4.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2 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.
- 4.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

SECURITY DEPOSIT:

- 4.4 The security deposit shall be 10% of awarded contract value. The successful tenderer shall have to furnish a Security Deposit @ 5 % value of the total contract value for the contract work within 21 days from the date of issuance of LOA/DLOA by DD/BG in favor of RSMML, Udaipur from any public sector bank (Except SBI) /ICICI/Axis/HDFC having branch in Udaipur. The BG should be in approved format of RSMM on non-judicial stamp paper of 0.1% of BG amount subject to minimum of Rs. 200/- . Balance 5 % SD shall be deducted from their running bills. EMD can also be adjusted in SD, if so desired by the contractor.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company along with indemnification in favor of RSMML on non-judicial stamp paper.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract due to the fault of the contractor, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

PROVIDENT FUND

- 4.14 The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.15 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.16 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-C) 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.
- 4.17 However, each bill must be submitted alongwith the name of the Driver deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the Driver and employer's contribution, amount deposited in RPFC office/Trust against each driver'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 bill submitted by the contractor to the Officer-In-Charge.

SUB-LETING OF WORK:

- 4.18 The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/EMPLOYEES

4.19 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid 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.

TAXES:

SERVICE TAX :

4.20 The tenderer shall quote the rates exclusive of service tax.

In case the tenderer (other than a company) is availing any abatement, then the entire service tax payable & applicable i.e. 40% of value will be deposited by the Company. An Undertaking of availing service tax abatement shall be submitted by the tenderer with part-I of the tender. In case of non submission of same it will be considered that the tenderer is not availing abatement of service tax and lowest bidder will be determined considering additional service tax liability on the service provider.

In case the tenderer (other than a company) is not availing abatement on service tax, then 60% value of service tax will be deposited by the contractor & later reimbursed by the Company subject to submission of documentary proof. Remaining 40% of service tax will be deposited directly by the Company. The present applicable rate of Service Tax is @ 12.36%.

However, it is to be noted that in case of bidders in the capacity of a company, the entire liability of deposition of service tax shall lie with the service provider, and therefore, the same shall be reimbursed by the Company subject to submission of documentary proof.

Tenderer are requested to quote accordingly.

4.21 **OTHER TAXES**

The rate quoted by the contractor will be inclusive of all taxes (except Service Tax), duties, levies as applicable on this contract (up to the last date of submission of bids). The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on whatsoever ground.

Any fresh imposition / variation in statutory duties, taxes or levies, made by statutory authorities after the last date of submission of bids will be reimbursed to contractor or recovered by the Company as the case may be. The reimbursement/ recovery from the contractor will be made against submission of supporting documents for only such taxes/ duties/ levies that are directly applicable to the contract and reflected on his running bills.

The company shall fully entitle to deduct income tax and /or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

INDEMNITY:

- 4.22 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Officer-in-charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.23 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.24 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, The payment of Workmen's Compensation Act 1923, Motor Vehicles Act, 1988 and other Acts/Rules applicable on the awarded work to the contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

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

CHANGE IN CONSTITUTION:

- 4.26 The Contractor shall inform in writing the Company if any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors at the earliest.
- 4.27 Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

COMPENSATION AND LIABILITY:

- 4.28 Insurance shall be effected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract.
- 4.29 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act etc. applies it shall be lawful for the Officer-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Officer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Officer-in-charge.

- 4.30 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

LIABILITY FOR ACCIDENT TO PERSONS:

- 4.31 Besides the liabilities of the Contractor under the “Workmen’s Compensation Act”, Fatal Accident Act, M.V. Act, all other relevant Acts shall also apply to the Contractor.
- 4.32 On the occurrence of any accident resulting in death or bodily injury to a personnel employed/engaged by the contractor/ RSMML, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Officer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen’s Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

FORCE MAJEURE:

- 4.33 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of work, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. 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.

TERMINATION:

- 4.34 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the contractor:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work.

- (b) Without determining the contract, complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such action
- 4.35 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.36 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid.
- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of four calendar months reckoned from the date of determination of contract or getting it complete at the risk & cost of the contractor.
- 4.37 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of seven days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.38 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

DISPUTE, JURISDICTION

- 4.39 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the ED(Administration) of the company shall be final and binding.
- 4.40 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.
- 4.41 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

APPEALS:

- 4.42 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.

Section-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

APPLICABILITY

- 5.1 These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

Chapter 1 - SCC

Special Instructions for the Tenderers

5.2 PREQUALIFICATION CRITERIA :

1. Tenderer should have minimum turnover of Rs. 3.75 Lacs in any one of the immediate three preceding financial years i.e. 2011-12,2012-13 & 2013-14 in tenderers name.

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

The company 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.

- 5.3 The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.
- 5.4 The Company may reject any tender based upon the past performance record of the tenderer (or of the business firm, companies, concerns, Societies with which the tenderer are associated) with the company.
- 5.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has :
- made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
 - it is established from our records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

ELIGIBILITY FOR FILLING THE TENDER

- 5.6 A bidder, who is having required turnover as specified in the Pre qualification Criteria, shall be eligible to submit the tender by quoting rates in the relevant prescribed price format only.

DEPLOYMENT OF TAXI- FOR WORK EXECUTION

- 5.7 On award of work, within 30 days from the date of issue of LOA/DLOA, tenderer should deploy the Taxis of required model as per details mentioned in scope of work.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1 BIDDER

- 5.8 The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder for the tendered work.
- 5.9 **L1 determination clause**

For determination of L-1 bidder for taxi on Monthly basis rates given at Serial no. 1 of form "4" will be considered.

The tenderer whose quoted rates are resulting into the lowest financial outgo for the company considering the liability of Service tax (abatement/ non-abetment basis under reverse charge mechanism of the Service Tax Act w.e.f. 01.07.2013) will be considered as L1 bidder.

- 5.10 However, the L -1 tenderer will be required to match /rationalize the lowest L-1 price given by the other tenderer for extra Kms. & extra hours quoted at S. No. 2 & 3. The rates mentioned by the tenderer for extra Kms & extra hours at S. No. 2 &3 of "Form -4" will not be taken into consideration for determination of L-1 bidder.

ARRANGEMENT FOR DIESEL (Fuel)

- 5.11 The Contractor has to make its own arrangements for Diesel (Fuel) procurement.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

- 5.12 Following details are required to be furnished by the successful tenderer to the Officer-in-charge at the time of commencement of work at mines;
- i) Attested copy of Letter of Acceptance for the work.
 - ii) Details of the personnel who will be engaged for execution of the work alongwith attested copy of valid driving license.
 - iii) List of the Taxis along with its technical specification, purchase invoices, Registration Certificates and copy of valid comprehensive Insurance policy.
 - iv) Security deposit as per provisions of tender.

Chapter 2 – SCC

6.1 SCOPE OF WORK:

6.1.1 Taxi on Monthly basis 3 No. Indigo ecs (Diesel) A.C Taxi

Scope of work includes providing 03 no. taxi permit ‘**Indigo ecs (Diesel)**’ cars of model 2013 and onwards with air conditioner along with Drivers, to be operated for 12 hours daily with **one weekly day of rest**. The approx Km per month will be around 1500 KM. for each taxi. The vehicle will be utilized to commute anywhere in Rajasthan or out of the state as and when required. The weekly day of rest can be altered as per the work requirement by the officer under whom the vehicle works.

6.2 SPECIAL CONDITIONS:

DEPLOYMENT OF VEHICLES

- 6.2.1 Besides the scope of work described above, the contractor shall be responsible to carry out all allied works required to complete the job.
- 6.2.2 Contractor has to engage valid license holder, competent, disciplined and physically fit drivers on each vehicle.
- 6.2.3 The driver shall always keep his driving license, relevant papers of taxi, permits, its valid insurance etc with him while on duty and shall produce the same on demand by the authorized officer.
- 6.2.4 The Contractor shall ensure that always the vehicles are to be maintained in good condition and should be deployed in clean and tidy condition with proper house keeping, without any defect and discomfort to company’s executives. In case if the vehicles are required maintenance then, the contractor shall inform the user well in advance and make suitable alternative arrangement by providing another vehicle of same model without any discomfort to the user and without any extra cost.
- 6.2.5 Contractor shall ensure that the Vehicle provided for deployment should have sufficient quantity of Diesel (fuel) required to undertake the journey of at least for 300 Kms at a time.
- 6.2.6 The time schedule and number of vehicles as indicated is tentative and the Company in its sole discretion reserves the right to alter the same without giving any prior notice.
- 6.2.7 For the purpose of calculation of distance covered in the services, zero point would be considered as the contractor office in Udaipur city, from where the service is to be provided for monthly basis vehicles. Contractor has to submit his Udaipur office address to the company in the techno commercial offer. The Contractor shall maintain an office at Udaipur city with telephone facilities which is normally open during working hours.
- 6.2.8 Minimum guaranteed Kms. per month: The minimum guaranteed Kilometer per month for providing of 3 no. of Indigo ecs (Diesel) A.C. Taxi of 2013 and onwards model on hire, with Drivers on monthly basis are given below:

No. of Taxi to be operated	Specified Hours of operation	Description of running	Minimum Kms. Run/month/vehicle
3 No	12 Hrs	with one weekly rest day	1500

The contractor shall be paid on the basis of actual Kilometer covered or on the basis of minimum guaranteed kilometer / month whichever is higher. In case the

vehicle operates more than the prescribed kilometer, payment for extra Kms run shall be made on the rates as per price schedule. However, the minimum guaranteed kilometer/month would be proportionately reduced in case of Force Majeure conditions. No detention charges are payable. Payment for extra hours operation beyond 12 hrs shall be made in addition to minimum monthly remuneration.

- 6.2.9 In case the vehicle is deployed on monthly basis with weekly rest day, the payment for same shall be made for monthly basis, as mentioned in the contract.
- 6.2.10 Insurance: Comprehensive Insurance of the taxi will be the contractor's responsibility. The contractor is required to take comprehensive insurance policy at his own cost. The insurance policy is to cover the claims towards the injury caused to the persons & property of the company and injury to any third person /property. The contractor shall make available attested copy of valid insurance policy to the Officer in charge at the time of commencement of work and also after its renewal every time till the end of contract period.

Chapter 3 – SCC

7.1 Period of Contract, Working Hours & Compensation for Failure to Commence the Work and/or Delayed Operation etc.

PERIOD OF CONTRACT

- 7.1.1 The period of the contract shall be for Two years (24 months) from the date of issue of Letter of Acceptance (LOA)/Detailed letter of Acceptance (DLOA). A period of 30 days is allowed to mobilize the required type & model of taxi. The contractor shall have to execute the work to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Company given to the contractor time to time.
- 7.1.2 The contractor shall use these 30 days for mobilizing the specified type & model of Taxi-required. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.
- 7.1.3 The Contractor shall commence the work immediately but not later than 30 days from the date of issuance of Letter of Acceptance.

COMPENSATION

- 7.1.4 During duty period, if unauthorized persons are found traveling in vehicle/s, the contractor shall pay to the Company an agreed compensation of Rs. 200/- per incidence.
- 7.1.5 If the deployed vehicle is below the specified make & model as mentioned in the tender document then compensation of Rs 1000-/per day will be imposed.
- 7.1.6 If the requisite model is replaced by any other vehicle without prior permission of the Authorized officer and /or such replaced vehicle/s is/are found without taxi permit, compensation of Rs. 500/- per trip /per day will be imposed.
- 7.1.7 In case the contractor fails to provide vehicle for any day as per terms of contract no payment shall be made for the particular day on pro-rata basis excluding weekly day of rest. In addition the contractor shall be liable to pay compensation @ Rs. 750/- per vehicle or difference of arranging the same from other sources at the risk and cost of the contractor whichever is higher.
- 7.1.8 In event of failure to deploy valid license holder driver on each vehicle, the contractor shall be liable to pay compensation @ Rs. 300/-per day.
- 7.1.9 In event of failure to maintain the tidy and good condition of vehicle, the contractor shall be liable to pay compensation @ Rs. 150/-per day.
- 7.1.10 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, besides initiating any other action against the contractor as it may decide alongwith a compensation of Rs. 300/- per such occasion.
- 7.1.11 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.

RIGHT TO REVIEW PERFORMANCE

- 7.1.12 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.
- 7.1.13 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 2 days.

RISK & COST

- 7.1.14 In the event of failure on the part of the contractor to deploy & operate the taxis as per time schedule prescribed in this behalf by the Company from time to time on any particular day or on any particular trip, the Company shall be entitled to engage/hire/deploy other outside taxis at the risk & cost of the contractor. The amount of such expense/damages shall be adjusted by the Company from the monthly bills of the contractor and any other amount payable to the contractor under this contract. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations.

Chapter 4 - SCC

Payments to the Contractor

CONTRACTOR'S REMUNERATION & TERMS OF PAYMENT:

- 8.1.1 The contractor shall raise bill on monthly basis for taxi cars hired on alongwith a copy of relevant log book of the vehicle duly signed by the user shall be annexed with each bill for the taxi hired on monthly basis. A copy of RC of hired vehicle duly certified by OIC and counter signed by the user for make and model shall also be annexed with each bill for release of payment.
- 8.1.2 The above bills to be submitted to the Authorized officer (OIC) of the Company for work done under this contract. Bills duly counter signed by the user shall be submitted by the contractor once in a month, which will ordinarily be paid by the **Company after scrutiny within a period of 15 days of receipt of bills if there is no dispute therein and after making statutory deductions** and compensation /penalties as applicable
- 8.1.3 If the vehicle hired on monthly basis runs more than 1500 km in a month ,then payment for extra km is payable and if the vehicle is used beyond 12 hrs in a day, payment for extra hour is payable if any.
- 8.1.4 During the journey the toll tax and special road tax, if any shall be paid by the contractor & the same will be reimbursed by RSMML on production of original receipt. It is expressly agreed and understood that the contractor shall not be entitled to raise any claim on account of idle hours or any other ground whatsoever during the currency of this contract. The contractor shall be entitled to claim hire charges of the vehicles actually deployed and used for RSMML at the agreed contract rates only. In case of journey outside the Rajasthan (as required by the Company) the other state tax if deposited by Contractor for particular journey the same shall be reimbursed by Company on production of documentary evidence.

PRICE VARIATION (ESCALATION/DE-ESCALATION)

- 8.1.5 The rates quoted by the contractor and finally accepted by the company shall remain firm & fix for the period of this contract. Only variation on account of change in the market price of diesel (HSD) as announced by Government or IOCL will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The diesel escalation/de-escalation will be applicable on the date of change in price of diesel(HSD)
- 8.1.6 **For the purpose of price variation, the average consumption of diesel for all type of vehicles shall be taken as under –**

s.no.	Type of vehicle	Average kms/litre
1	Indigo ecs	20 kms

- 8.1.7 **The actual kilometers covered will be considered for the calculation of the kilometers for this purpose. For the purpose of calculation of distance covered in the services, zero point would be considered as the contractor office in Udaipur city, from where the service is to be provided. Contractor has to submit his Udaipur office address to the company.**
- 8.1.8 The prevailing price of diesel (HSD) of IOCL ex-Udaipur i.e **Rs. 51.31 (as on dated 20.02.2015)** per liter shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed.
- 8.1.9 The actual kilometer covered will be considered for the calculation of the kilometers for this purpose.

8.1.10 The formula for computing the effect of change in diesel price shall be as under :

$$\frac{(\text{New rate of Diesel (HSD)} - \text{old rate of diesel (HSD)}) \times \text{Actual Distance in kms}}{\text{Average consumption of Diesel i.e. 20 kms per liter}}$$

8.1.11 Prevailing rate of diesel (HSD) shall be the rate as prevailing for IOCL Depot at Udaipur. Contractor shall furnish rate certificate of diesel(HSD) from IOCL Depot of Udaipur with every monthly bill.

8.1.12 No other escalation on any other ground shall be payable to the contractor.

8.1.13 The contractor shall not be entitled to raise any claim and/or demand and /or any dispute account of escalation or raise or increase into the price of any other items or element whether in respect of oil, lubricants, tyres, tubes spares, wages or minimum wage of workmen either statutory or contractual under any settlement or award or otherwise or on any other ground/reason whatsoever.

DETERMINATION OF VARIOUS PARAMETERS

8.1.14 For the purpose of this contract the determination of various parameters, viz. distance in kilometers of taxis, time schedule for operations of Taxis, condition of taxis, required skills of drivers and any other parameter whose determination is required in terms of contract etc., as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Contractor.

CLOSING OF THE CONTRACT

8.1.15 On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction, are required to be submitted to the Officer-In-Charge.

- i) Month-wise details of work executed by the contractor,
- ii) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- iii) Details of PF deposited by the contractor,
- iv) No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
- v) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

8.1.16 On receipt of last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducing all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

Chapter 7 – SCC

UNDERTAKING

I/We have carefully gone through & fully understood all above special terms and conditions dealt in various chapters of this section of tender spelt out in various chapters, clauses, sub-clauses etc. and these are acceptable to we/us.

For and on behalf of the Tenderer
(Authorized Signatory)Seal & Date

(On the letter head of the tenderer)

FORM"1"

LETTER OF SUBMISSION OF TENDER

DATE:

FROM

To:

The Group General Manager (Cont.),
Rajasthan State Mines & Minerals Ltd.,
Corporate Office -4, Meera Marg,
Udaipur - 313 001.(Rajasthan)

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont- 33/2014-15 Dated 18.02.2015

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
 2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
 3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
 4. I/We have deposited **Earnest Money** in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
- | D.D. /Pay Order No &Date | Name and Address of Bank | Amount |
|-------------------------------------|---------------------------------|---------------|
|-------------------------------------|---------------------------------|---------------|
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
 6. I/we enclose documentary proof of requisite document as specified in the tender documents.
 7. In the event of acceptance of my/our offer I/we agree to deploy required number & type of Taxis of model mentioned in the scope of work, for the work within 30 (thirty) days from the date of issuance of Detailed Letter of Acceptance (DLOA). In this respect, an undertaking on non-judicial stamp along with supportive document is enclosed.
 8. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
 9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
 10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
 11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _____ day of, _____ 2015.

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

Witness:
Name & Full Address

(On the letter head of the tenderer)

FORM"2"

Check list to be enclosed with 'techno-commercial (part-I) bid'

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont- 33/2014-15 Dated 18.02.2015

Name of Tenderer _____

The Check List should be submitted' alongwith TECHNO-COMMERCIAL (PART-I) BID' in the proforma as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
3.0	Telephone Number & Fax number	
4.0	Status of the tenderer: Individual/ Partnership firm /Proprietorship firm/ Co-operative Society registered under RCA/ Private Limited Company/ Public Sector undertaking /any other NB: Attach supporting documents (partnership deed, certificate of registration of firm etc.) duly attested in support of your status	
5.0	Power of attorney / Board Resolution in favour of the authorised representative signing the tender	Enclosed /Not Enclosed
6.0	Turn over during last financial years. 2011-12 2012-13 2013-14	
7.0	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
8.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
9.0	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement
10.0	Tenderer should submit an undertaking on non-judicial stamp paper that there is no case / litigation is pending against him with the company & other companies, in relation to the work. If any, give details.	Yes /No.
11.0	PF account No. with Copy of P.F. registration certificate or affidavit as per annexure-C	
12.0	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
13.0	Undertaking on non-judicial stamp paper that required number & type of Taxis of model as mentioned in tender document shall be arranged and deployed for work within fifteen days from the date of issue of LOA.	Yes /No.

14.0	Details of Earnest money deposited Demand Draft /Pay order.	No. & Date. Name of Bank Payable at
15.0	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
16.0	PAN No.	
17.0	Service Tax Registration Number	
18.0	Status of registration under MSMED Act along with copy of certificate	

1. If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may not be opened, for which, the Tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. The Tenderer shall enclose the required document **strictly** in the sequence/order as listed above and shall be flagged by super scribing the concerned S. No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tenderer.
3. Before enclosing the document read carefully the tender document conditions/stipulations and encloses the requisite documents only.
4. Photocopies of the documents shall be attested by the gazetted officer or Notary public

(Authorised Signatory)

Name of the Tenderer: -----

Designation/ Relationship of
the Authorised Signatory with the tenderer:

Date: -----

Place: -----

(On the letter head of the tenderer)

FORM"3"

EXCEPTIONS AND DEVIATION

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont- 33/2014-15 Dated 18.02.2015

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 with office seal

(On the letter head of the tenderer)

FORM "4"

PRICE BID FOR Indigo ecs

Rajasthan State Mines & Minerals Limited

(A Govt. of Rajasthan Enterprise)

RATES FOR VEHICLE TO BE HIRED ON MONTHLY BASIS

Tender No. RSMM/ CO / GGM (Cont)/ Cont- 33/2014-15 Dated 18.02.2015

RATES FOR INDIGO ECS

S. No. (A)	Particulars of destinations (B)	No. of Taxi (C)	Rate (Rs./month/taxi) (D)	Total (C x D)
1.	Hire Charges of Indigo ecs (Diesel) A.C (Model-2013 & onwards).taxi car for 12 hours daily with minimum 1500 Kms, per month with one weekly day of rest for running within Udaipur and Rajasthan	3		
2	Rate for extra Kms.		Rs. per Km	NA
3	Rate for extra Hrs.		Rs. per hour	NA

Note:

1. The rates quoted are inclusive of all expenditure, taxes duties, and levies **except service tax and** will remain firm & fixed through out the contract period except Diesel escalation/de-escalation & other variation as provided in tender document.
2. In case of difference between the quoted rates in figures and words, the lower of the two shall be considered.
3. The Diesel price (HSD) of **Rs 51.31 per Ltr** is considered as base price for this work
4. All incidental or contingent works required for performance of work shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.

(Signature of Tenderer with Seal)

Dated _____

Place _____

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 of value 0.1% of BG amount subject to minimum of Rs. 200/-)

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 CPA 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 _____2008.

DECLARATION BY THE CONTRACTOR

- 1) I/We undertake that I/we have not enclosed / mentioned any additional condition and any deviation from the above tender document.
- 2) I/we have also ascertained all information, whether technical/commercial or otherwise.
- 3) I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
- 4) I/We do hereby agree and undertake, not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

Place: -----

(Authorised Signatory)
Name of the Designation/ Relationship of the
authorised Signatory with the tenderer

Affidavit for PF declaration in support of tender

(To be typed on Non Judicial stamp paper of Rs.10/-)

I _____ S/O _____

aged _____ Years _____ Resident of _____

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

Hereby take oath and state as under:

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

Deponent
(Authorised signatory)

Verification

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

Deponent
(Authorised signatory)

UNDERTAKING

(To be typed on Non Judicial stamp paper of Rs.10/-)

Ref: Tender No. RSMM/ CO / GGM (Cont)/ Cont- 33/2014-15 Dated 18.02.2015

Name of Tenderer.....

IS/oage.....years, residence ofon behalf of(name of tenderer),hereby undertake that:

- 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 condition/s found, those would be ignored at the risk & cost of us.
- 5) That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- 6) I/We will deploy the required number & type of car of model as mentioned in the tender document for work within 30 days from the date of issue of LOA
- 7) 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.
- 8) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us

Signature of Tenderer(s)

With Seal

Date: -----

Place: -----

UNDERTAKING

(On the letter head of the tenderer)

Tender No. RSMM/ CO / GGM (Cont)/ Cont- 33/2014-15 Dated 18.02.2015

Name of Tenderer.....

**IS/oage.....years, residence
ofon behalf of(name of tenderer),hereby undertake
that:**

I/we hereby undertake that our firm is availing the Service Tax abetment benefits.

or

I/we hereby undertake that our firm is not availing the Service Tax abetment benefits.

(Strike out whichever is not applicable)

Signature of Tenderer(s)

With Seal

Date: -----

Place: -----

Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD

Sl.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c : Saving / Current / CC/ any other	
6	IFSC code	

Signature of contractor with address.

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date
Place

Signature of bidder
Name:
Designation:
Address:

The designation and address of the First Appellate Authority is –

Mines Department
Government of Rajasthan,
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department
Government of Rajasthan,
Jaipur

(1) **Filing an appeal**

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- (a) determination of need of procumbent;
 - (b) provisions limiting participation of Bidders in the bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;

(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal :
.....
.....(Supported by an affidavit)

7. Prayer:
.....
.....

Place
Date
Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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