



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Tender No. RSMML/SBU-PC LIGNITE /Contract/2015-16/01

Dated : 27.04.2015

TENDER DOCUMENT

FOR

PLANTATION WORK AT GIRAL LIGNITE MINES AREA, BARMER

Issued: On behalf of SBU-PC LIGNITE

**By
Manager (Contract)**

Estimated cost of Work	:	Rs. 3.84 Lacs ,
Earnest Money Deposit	:	Rs. 7680/-
Cost of Tender Document	:	Rs.570 /- (Non refundable) including VAT
Place of sale of Tender Document :		1. Office of The Manager (Contract), RSMML Limited, SBU & PC Lignite, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur 302005 2. Office of the DGM(MINING), Giral Lignite Project, BARMER

DATE OF SALE OF TENDER	:	From 08.05.2015 to 01.06.2015 up to 1.00 PM
LAST DATE OF SUBMISSION	:	01.06.2015 Up to 3.00 PM
DATE OF OPENING OF PART-I	:	01.06.2015 AT 3.30 PM
PLACE OF SUBMISSION AND OPENING OF TENDER	:	OFFICE OF MANAGER(CONTRACT) TILAK MARG. KHANIJ BHAWAN, JAIPUR -302005

Registered Office

C-89-90, Janpath, Lal Kothi
Scheme, Jaipur-302015,
Phone-0141-2743734, Fax: 0141-2743735

Corporate Office

4-Meera Marg, Udaipur-313001
Phone-(0294) 2527211,2528681-85,
Fax-0294-2521727,2560438

SBU-PC Lignite,

Khanij Bhawan, Tilak Marg,
C-Scheme, Jaipur-302005,
Phone:0141-5103346,2227938
Fax: 0141-2227761



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

एसबीयू-पीसी लिग्नाईट

खनिज भवन, तिलक मार्ग, जयपुर-302005

Phone : (0141) 5103346, 2227947 Fax: 0141-2227761

निविदा संख्या- आरएसएमएमएल/एसबीयूपीसी-लिग्नाईट/कान्ट्रेक्ट/2015-16/01

दिनांक- 27.04.2015

निविदा सूचना

सक्षम ठेकेदारों से मोहरबन्द निविदायें निम्न कार्य हेतु आमन्त्रित की जाती है। कार्य का संक्षिप्त विवरण निम्नानुसार है :-

कार्य का विवरण	निविदा प्रपत्र विक्रय व प्रस्तुत करने की तिथि	बयाना राशि	कार्य अवधि अनुमानित अनुबन्ध राशि
गिरल लिग्नाईट परियोजना क्षेत्र में दो (2) मजदूरों के द्वारा मौजूदा 16000 लगे हुए पौधों का समुचित रख-रखाव, पानी, ड्रीमिंग, थावला मरम्मत, खाद एवं रसायनिक दवाइयों आदि प्रदत्त करवाना, उक्त कार्य हेतु वांछित औजार-मशीन रखना, पेड-पौधों को जानवरों से होने वाली क्षति से बचाना एवं अन्य पोधो से सम्बन्धित कार्य आदि।	08.05.2015 से 01.06.2015 दोपहर 01.00 बजे तक निविदा प्रस्तुत करने की अन्तिम तिथि 01.06.2015 को अपरान्ह 03.00 बजे तक	बयाना राशि- रूपये 7680/-	2 वर्ष रु. 3,84 लाख
निविदा खोलने की तिथि	दिनांक 01.06.2015 अपरान्ह 03.30 बजे		
सम्पर्क अधिकारी - प्रबन्धक (अनुबन्ध)	दूरभाष-(0141) 5103346, E-Mail: rsmmlipr@sancharnet.in		
विस्तृत निविदा सूचना तथा अन्य शर्तें हमारी website- www.rsmm.com पर देखी जा सकती है।			

निविदा प्रपत्र अधोहस्ताक्षरकर्ता के कार्यालय खनिज भवन, जयपुर में प्रार्थना पत्र (दो प्रतियों में) प्रस्तुत कर निविदा में निर्देशित राशि नकद अथवा राजस्थान स्टेट माईन्स एण्ड मिनरल्स लि. जयपुर के पक्ष में देय डिमाण्ड ड्राफ्ट देकर प्राप्त कर सकते हैं। निविदा सूचना तथा अन्य शर्तें हमारी website-www.rsmm.com पर देखी जा सकती है। वेब-साइट डाउन-लोड किये गये फार्म की स्थिति में प्रपत्र का मूल्य निविदा में निर्देशित मूल्य का ड्राफ्ट अलग से निविदा प्रपत्र के साथ संलग्न करके भेजे।

प्रबन्धक (विपणन/अनुबन्ध)



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

एसबीयू-पीसी लिग्नाईट

खनिज भवन, तिलक मार्ग, जयपुर-302005

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दिनांक- 27.04.2015

विस्तृत- निविदा सूचना

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निविदा के बारे में विस्तृत जानकारी निविदा प्रपत्र में उपलब्ध है ।

अहस्तान्तरणीय निविदा प्रपत्र अधोहस्ताक्षरकर्ता के कार्यालय एवं उप महा प्रबन्धक(खनन), बाड़मेर के कार्यालय से अप्रतिदेय (नोन-रिफण्डेबल) मूल्य रूपये 570/- (भू0सं0 कर VAT सहित) का भुगतान कर के उपरोक्त समयावधि में किसी भी कार्य दिवस को प्राप्त किए जा सकते हैं ।

निविदाकर्ता अपनी निविदा दिनांक **01.06.2015** को अधोहस्ताक्षरकर्ता के कार्यालय, खनिज भवन, तिलक मार्ग, जयपुर में अपराह्न **3.00** बजे तक प्रस्तुत करेगा तथा उसी दिन अपराह्न **3.30** बजे उपस्थित निविदाकर्ताओं या उनके प्रतिनिधियों के समक्ष निविदा का प्रथम भाग (तकनीकी एवं वाणिज्यिक प्रस्ताव) खोला जाएगा, तथा सफल निविदाकर्ताओं को सूचीबद्ध किया जाकर ऐसे सूचीबद्ध निविदाकर्ताओं का ही द्वितीय भाग (दर प्रस्ताव) बाद में खोला जाएगा उसकी सूचना सफल निविदाकर्ताओं को भिजवायी जावेगी ।

बयाना राशि- रूपये 7680/- (रूपये सात हजार छ सौ अस्सी मात्र) का डिमाण्ड ड्राफ्ट/ई-पेमेन्ट/बैंकर चैक (जयपुर में भुगतान योग्य) जो कि आर.एस.एम.एम.लिमि. जयपुर के पक्ष में देय हो निविदा प्रस्ताव के साथ जमा करानी होगी ।

पात्रता- जिन निविदाकर्ताओं को कम्पनी द्वारा पूर्व में किसी भी कार्य हेतु कार्यादेश जारी किया गया हो उसके पश्चात् यदि उसे निविदाकर्ता ने स्वीकार नहीं किया हो या कार्य बीच में छोड़ दिया हो या निविदाकर्ता की गलती की वजह से कार्यादेश कम्पनी द्वारा निरस्त कर दिया गया हो तो ऐसे निविदाकर्ता इस टेंडर में भाग लेने के लिए पात्र नहीं होंगे ।

Pre Qualifying Criteria : The tenderer must have minimum turn over of Rs. 1.92 lakh in any one of three previous financial years (2012-13, 2013-14 & 2014-15).

Note: Attested Copy of audited Balance Sheets and Profit & Loss Account or form-16/TDS certificate in support of turn over in last three financial years (2012-13, 2013-14 & 2014-15) are required to be submitted by the tenderer.

प्रबन्धक (विपणन/अनुबन्ध)



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC LIGNITE,

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Ph. (0141) 2227938 (PBx), 5103346 (D), Fax.141-2227761, E-mail
rsmmljpr@sancharnet.in

SECTION-I

DEFINITIONS:

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

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office (i.e. SBU & PC-LIGNITE, JAIPUR) and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 **“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.
- 1.3 **“Statutory obligations(s) ”** would include the entire obligations, which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the /Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Company.
- 1.6 **“Managing Director”** wherever the expression is used shall mean the Managing Director of RSMML.
- 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, letter of Acceptance /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 **“Engineer-in-Charge”** shall mean an officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.

- 1.10 **“Group General Manager (Lignite)”** shall mean the Group General Manager for SBU & PC –LIGNITE, RSMML, JAIPUR or his successors in office so designated by the company.
- 1.11 **“Agent”** shall mean the officer so designated under Mines Act for Giral Lignite Mines, Barmer by the company.
- 1.12 **“Mines Manager”** shall mean the Mines Manager so designated for Giral Lignite Mines, Barmer by the company.
- 1.13 **“Letter of Acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 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.
- 1.15 **“Sub-Contractor”** shall mean any person or firm or company (other than the contractor itself) to whom any part of the work may be/has been entrusted by the contractor with the prior written consent/approval of the Company.
- 1.16 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.17 **“Tender”** shall mean collectively the bid submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the tenderer with the Company and all communications submitted by the tenderer in confirmation thereto.



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SBU & PC LIGNITE,

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Ph. (0141) 2227938 (PBx), 5103346 (D), Fax.141-2227761, E-mail rsmmljpr@sancharnet.in

SECTION - II

INSTRUCTIONS TO THE TENDERER & GENERAL CONDITIONS OF CONTRACT

1.0 (i) All conditions in NIT are applicable.

2.0 SUBMISSION OF BIDS

- a. TWO PART TENDER: The tender bids are to be submitted in two parts namely “**Techno- commercial Bid**” (Part I) and” **Price Bid**” (**Part II**). Each of the two bids should be kept separately in sealed envelopes and marked with NIT number, name of work, Due date, Part I/II of tender (techno-commercial Bid/Price Bid) and name & address of the tenderer.
- b. Both these sealed envelopes should be kept in a third envelop, also sealed, addressed to:-
**Manager (Contract), SBU-PC Lignite,
RSMML, Khanij Bhawan, Tilak Marg, Jaipur.**
This envelop should also be super scribed with the Tender No., Name of the Tenderer with address, telephone numbers etc., and the Due Date, in bold letters.
- c. The sealed bids should be submitted in the office of the
**Manager (Contract), SBU-PC Lignite,
RSMML, Khanij Bhawan, Tilak Marg, Jaipur.** on or before the date and time mentioned in the Notice Inviting Tender. The bids (Part I) shall be opened on the date and time mentioned in the NIT in presence of the tenderers or their representative who wish to be present.

Tender Bids received late will not be accepted.

- 3 (a) **Techno Commercial Bid:-** Following documents are to be furnished along with **Part I** of the bid.
 - i. Duly signed Covering letter on the letter head of the tenderer with details of Earnest Money Deposit duly filled in.
 - ii. Form ‘A’ with General information about the tender.
 - iii. Form ‘B’ with details of turn over in last three financial years 2012-13, 2013-14 & 2014-15.
 - iv. Demand Draft/e-payment proof in favour of Rajasthan State Mines & Minerals Ltd., payable at Jaipur for requisite Earnest Money Deposit.
 - v. Attested Copy of audited Balance Sheets and Profit & Loss Account in support of turn or form-16/TDS certificate over in last three financial years 2012-13, 2013-14 & 2014-15.
 - vi. A certificate that rates have been given in the prescribed format and no conditions have been attached to it.

- vii. PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner. In case the tenderer is not registered with the PF Commissioner, then they shall be required to deduct and deposit the monthly PF (both employee and employer contribution) along with administrative charges with the PF trust of the Company. (Affidavit for PF enclosed as Annexure-III).
- viii. Copy of PAN No. Certificate.
- ix. Copy of registration related to Micro, Small and Medium Enterprises under MSMED Act,2006 (Annexure-II).
- x. Undertaking as per annexure enclosed in the tender document (Annexure-I).
- xi. In accordance to recent RTPP Rules, 2013 following annexures have been attached:-

Annexure A : Compliance with the code of Integrity and No Conflict of Interest
Annexure B: Declaration by the Bidder regarding Qualifications
Annexure C: Grievance Redressal during Procurement Process and Form No.1
Annexure D: Additional Conditions of Contract

नोट- Annexure B में निविदाकर्ता द्वारा घोषणा किया जाना आवश्यक है ।

(b) Price Bid

Rates should be quoted on per month basis in the price bid format in sealed envelop of part-II of the bid.

4. VALIDITY OF BIDS

The tender bids should remain valid and open for acceptance, for a period of 180 days from the date of opening of the tenders (technical bid). No modification or revision or withdrawal of the bid shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the earnest money deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time, the Earnest Money Deposit/ Security Deposit, as the case may be, shall be forfeited.

5. Earnest Money Deposit

- a) The EMD is Rs. 7680/- to be furnished by demand draft/Pay order/e-payment/Bankers cheque in favour of RSMML payable at Jaipur.
- b) The Earnest Money Deposit is to be furnished by Demand Draft/ e-payment/pay Order/ Banker's Cheque in favour "**RAJASTHAN STATE MINES & MINERALS LTD.**" payable at Jaipur. This DD/PO/BC should be enclosed and submitted with the Techno-Commercial bids. Bids without Earnest Money Deposit shall be rejected/ ignored. The details of bank accounts etc. of the company for e-payment of EMD is available in the clause no. 7.02 of the tender document.
- c) The Earnest Money Deposit shall not bear any interest.

- d) The earnest money of a tenderer shall be forfeited in the following cases:-
 - i. If the tenderer withdraws or modifies the bid after submission of the tender.
 - ii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of LOI issued in favour of tenderer.
 - iii. If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
 - iv. If the work doesn't commence within prescribed period.
- e) The earnest money of the disqualified tenderer, who have been disqualified in the Techno Commercial Part shall be refunded as early as possible.
- f) The earnest money of other tenderers will be refunded after award of work to the lowest tenderer or at the expiry of the validity period of this tender, which ever is earlier.

6.00 TENDER OPENING, ASSESSMENT, REJECTION & ACCEPTANCE:

- 6.01 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.
- 6.02 On the date notified for opening of the tenders, only "Techno Commercial Bid" of the tender shall be opened.
- 6.03 Tenderers are required to furnish required documents/ attested copies of documents as detailed in the Techno Commercial bid, along with the tender. A tenderer shall be fully responsible for consequences including rejection of its tender if the required documents/ copies of documents are not submitted along with the Techno Commercial bid.
- 6.04 The company reserves the right to assess the capability and competency of the tenderers based upon the information provided by the tenderers in the Techno Commercial bid and the information that may other wise be available to and/or gathered by, the Company. However the evaluation of Techno Commercial bids of the tenderers shall be generally made as per criteria laid down in Section-II of this tender document. The decision of the company as to which tenderers are capable & competent to carry out the work shall be final. The company shall not enter into any correspondence / discussions on its decisions in the matter.
- 6.05 The "Price Bid" of only those tenderers shall be opened who are considered by company to be capable and competent to perform the tendered job. The tenderer should, therefore, see that he possess desired level of technical, financial and managerial competence & experience before submitting the tender.

- 6.06 The Company reserves the right to accept or reject any or all the tenders, in part or in full, without assigning any reason, whatsoever.
- 6.07 The Price quoted in the price bid shall remain fixed and firm. If any tenderer reduces its prices suo moto after the scheduled date and time of submission of tender, its bid shall stand cancelled automatically, its earnest money shall be forfeited and action for debarring it from further business with the Company shall be taken.

7.0 SECURITY DEPOSIT

- 7.01 The contractor shall furnish a Security Deposit @ 5% of the accepted total value of the contract in the form of a Demand Draft/e-payment, within 30 days of the issuance of such communication of acceptance of tender/Letter of Intent, for due execution of the contract.
- 7.02 Tenderer, in case of furnishing EMD through e-payment, the required details of RSMML bank account are given as under:-

i)	Name of beneficiary	RSMM LTD., JAIPUR
ii)	Name of Bank	Axis Bank
iii)	Bank Location	Malviya Nagar, Jaipur
iv)	Type of Account	C.D.
v)	C.D. Account No.	010020036634989
vi)	IFSC Code	UTIB 0000626

Tenderer is required to submit requisite EMD deposit in the RSMML Jaipur account through e-payment providing a printed copy of as a proof of such bank transaction with reference ID number along with the documents submitted with the tender.

- 7.03 The Earnest Money of the successful tenderer shall be refunded after the receipt of Security Deposit
- 7.04 If the Contractor/sub-contractor or their employees cause any damage or destroy the property belonging to the Company or others during the execution of the contract, the same shall be rectified/repaid/replaced by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be rectified/ repaired/ replaced by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor) from any sum which may be due to the contractor. In case no sum is due including recovery and contractor fails to deposit the same after due notice, then it will be recovered from the security deposit.
- 7.05 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 can be deducted from any sums which may be due to the Contractor from the Company on any account and in the event any 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 legal means.

7.06 No interest is payable on the security deposit.

8.0 **PRE-QUALIFYING CRITERIA:**

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

The tenderer must have minimum turn over of Rs. 1.92 lakh in any one of three previous financial years (2012-13, 2013-14 & 2014-15).

Note: Attested Copy of audited Balance Sheets and Profit & Loss Account or form-16/TDS certificate in support of turn over in last three financial years 2012-13, 2013-14 & 2014-15 are required to be submitted by the tenderer.

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

9.0. **Deriving lowest bidder:** The rates per month bided as per the price bid will be the base to work out the lowest bidder.

10.0 **NEGOTIATIONS:**

10.01 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 bid 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-bid 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 bid.

10.02 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.

10.03 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 bided by them.

11.0 **AWARD OF THE CONTRACT:**

The Company shall communicate to the successful tenderer to accept their tender bid and thereafter the successful tenderer will have to execute an agreement (within one month) on the prescribed format which shall consist tender document, submitted by tenderer, DLOI /work order at contractor's cost and expenses. The Performa shall be provided by the RSMML.

12.0 **RATES & TAX- DEDUCTION AT SOURCE:**

The company shall be fully entitled to deduct Income tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

The rates quoted by the tenderer shall be inclusive of all applicable taxes & duties (**excluding service tax**) as on the date of submission of the tender. 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.

The contractor shall be responsible for deposition of service tax to the concerned authorities. However RSMML will reimburse the service tax at actual directly applicable to this contract & paid by the contractor and determined on the basis of bills raised by him upon the company, subject to furnishing documentary proof in original regarding payment of service tax deposited by the contractor.

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.

13.0 **RIGHTS OF COMPANY :**

The Company reserves the right -

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

14.0 RIGHT TO REVIEW PERFORMANCE:

- 14.01 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 & forfeiture of security deposit.
- 14.02 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 07 days and difference in such rates if any, shall be borne by the contractor.

15.0 TERMINATION OF THE CONTRACT:

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

16.0 LEGAL & STATUTORY OBLIGATIONS:

- 16.01 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 16.02 The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees

Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, 1952, and or any other allied Central or State Enactment's, Rules, Regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.

- 16.03 The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- 16.04 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- 16.05 The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month.
- 16.06 The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, By-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorised made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- 16.07 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- 16.08 The contractor shall have to obtain and produce the labour licence as applicable under the provision of Contract Labour (Regulation & Abolition) Act.1970 before starting the work.
- 16.09 The contractor shall insure all the workmen & submit the copy of CAR policy to RSMM.

17.0 OTHER RESPONSIBILITIES OF CONTRACTOR:

- 17.01 The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 17.02 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 17.03 The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- 17.04 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 17.05 The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- 17.06 Safety & discipline of the labour/ workers staff employed by him
- 17.07 The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.
- 17.08 The contractor shall provide necessary facilities/amenities as specified in Rules/Act applicable at the place of execution of the contract.

18.0 RISK & COST:

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfilment of the contractual obligations. The work can be completed by engaging third party at the risk and cost of the contractor.

19.0 PROVIDENT FUND

- a) The contractor shall be wholly responsible for complying with the fulfillments 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.
- b) The Contractor who are coming under the purview of the Employee Provident Fund & Misc. Provisions Act (EPF & MP Act) but are not registered should 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.

- c) The Contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act may deposit the same with the PF Trust of RSMML along with an additional amount @ 1.15% of the pay (Basic + DA) of the contractor's employees, shall be charged by the RSMML from the contractor as administrative charges. An Affidavit for this purpose is to be furnished on a stamp paper of appropriate value at the time of awarding the contract by those contractors who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the contract Labour (R&A) Act to the effect that
1. They are not covered under the EPF & MP Act, and
 2. In case the currency of the contract they come under the purview of the said Act than they will get themselves registered with the PF Commissioner and will deposit the PF with the RPFC. Performa of affidavit is enclosed as Annexure-A.
- d) However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- e) Alternatively, if the intimation of remittance of PF dues is not received by the company every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by the RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

20.0 **DISPUTE & JURISDICTION:**

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions.

No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.

The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

21.0 **INDEMNITY:**

The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-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.

22.0 **UNDERTAKING:**

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 and have signed each page of the tender document as token of acceptance of all terms& conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.

Signature of Tenderer with seal



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC LIGNITE,

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Ph. (0141) 2227938 (PBx), 5103346 (D), Fax.141-2227761, E-mail rsmmljpr@sancharnet.in

SECTION-III SPECIAL TERMS & CONDITIONS

1.0 Description of work

Engaging of Two (02) Labours for maintain of existing 16000 old plantation survived at plantation site. The work shall include Tools & tackles, watering, trimming, thawala repair, supply of top soil, cow/goat dung manure, insecticides, pesticides, and fertilizers, watch & ward, look after the old plants at Company's Giral Lignite Mine area.

2.0 Compliance of Rules and Regulations : -

- i) The contractor shall comply with the standard practices framed there under and regulations laid down by the Company/Government of India/Govt. of Raj. from time to time.
- ii) All relevant labour laws and safety regulations are required to be followed by the Contractor during the tenure of contract.
- iii) Before commencement of the work, contractor shall be required to obtain and submit us suitable insurance policy covering workmen compensation for all the employees working at site against any injury or death. This insurance poly shall be valid till the completion of the work.
- iv) On completion of the work, the contractor shall apply to the Engineer-in-charge for issue of completion certificate and the same will be issued within one month of completion of the work in all respects.
- v) Contractor will be required to obtain & produce suitable license under Contract Labour (Regulation & Abolition) Act before engaging labour.

3.0 Period of Contract :

The contractor will be required to commence the work within a week from the date of issue of DLOI/Work order. The tenure of contract shall be **Two (02) years** within which the contractor will be required to complete the stipulated work.

4.0 Payment of remuneration :

- (i) 100% survival of old existing plants, which were planted during the year 2011-12, 2012-13, 2013-14 & 2014-15 are required to be ensured on regular basis by the contractor for the monthly payment of the bills.
- (ii) The company shall make payment against bills generally within a period of fifteen days after submission. For payment purpose, the contractor shall raise bills every month. Bill should be duly verified by Engineer-in-charge. No advance shall be payable to the contractor. The company shall deduct Income Tax at source at prevailing rate and/or leviable in future from the bills of the contractor. Other Taxes shall also be deducted from the bills as applicable from time to time subject to clause 12 of Section-II hereinabove.

5.0 EMPLOYMENT OF MANPOWER :

Sufficient labours required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act,1923 in respect thereof. RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labour to be engaged by the contractor for the contracted work.

6.0 Payment of Dues

The contractor shall have to make all payments to the workers/labours/staff etc. engaged by him every month latest by the 7th day of the following month, in the presence of the Engineer-in-charge who may be nominated by RSMML in this behalf. A certificate to that effect shall be obtained by him from such an officer as per requirement of the contract Labour(Regulation & Abolition) Act,1970.

7.0 Non-payment of Dues :-

If the contractor fails to pay to the workers/staff/labour any dues, RSMML may make arrangements for payment thereof after giving 15 day's notice to the contractor and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by the RSMML.

8.0 Recovery for absence of labour :-

Daily attendance will be marked by the labour in the attendance register opened for the purpose. Any absence by the labour shall attract the penalty for the period of absence at the minimum wage rate per labour by the company from the concerned months bill of the contractor. In this regard, decision of Engineer-Incharge shall be final & binding on the contractor.

9.0 FORCE MAJEURE :-

The contract shall be subject to the standard force majeure clause such as war, civil disturbances, strike, pestilence, epidemic, earthquake, flood, firestorm and/or other act of nature or any other calamity beyond the control of any of the parties. In such cases the obligations of either party shall remain in suspense during the period of calamity aforesaid and work shall be resumed immediately after the calamity as aforesaid has ceased or otherwise deemed to have been determined.

10.0 Prohibition

Transportation of labour only by four wheeled tractor trolley or DGMS approved vehicle/Other four wheelers will be strictly prohibited, if not approved.

11.0 MISCELLANEOUS LIABILITIES

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

- a) Suitable accommodation for its staff/labour/workers.
- b) Tools, plants, equipment's, machinery, diesel, fuel and any other requirement for carrying out the allotted work
- c) Transportation, loading, unloading, measurement, and any other matter connected with the allotted work.
- d) Drinking water, medicines, and medical aid, for the staff/labour/workers at the mine, at the working site etc.
- e) Safety and discipline of the labour/workers/ staff employed by him.

- f) Providing safety boots, dust masks, safety goggles, safety belts and other protective equipment's as may be/ are required under the law and as may be directed by the RSMML from time to time, to the labourers/workers/ staff deployed by him.
- g) Besides plantation work, other labour work like water pipe line fittings, fencing of the earmarked plantation area shall be done by the contractor as & when required as per the instruction of Engineer-in-charge.
- h) Watch & ward of the plantation area shall be round the clock along with plantation work by the employees of contractor.

12.0 LAND AND WATER FOR PLANTATION

The company shall provide suitable land to the contractor for the purpose of plantation. The company will also provide necessary water free of cost at Giral Mines only. The contractor will have to make necessary arrangement for transportation of water from the source of water indicated by the company.

13.0 SAPLINGS & SEEDS

The Company shall provide the plant saplings & seeds for plantation to the contractor.

14.0 UNDERTAKING

I/We have visited the site where the plantation & related work will be carried-out & fully understood all the above general terms and conditions of this tender and these are acceptable to me/us.

For & behalf of the tenderer in token of acceptance of tender

Signature of the tenderer with office seal
(Authorised signatory)

Date

Name of the tenderer

Full Address.....

Phone.....

Mobile No.

**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

SBU & PC LIGNITE,

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Ph. (0141) 2227938 (PBx), 5103346 (D), Fax.141-2227761, E-mail rsmmljpr@sancharnet.in

Tender No.:- RSMML/ SBU - PC - LIGNITE/Cont./2015-16/01

Date: 27.04.2015


Technical Bid (Part - I)

Form 'A'

General Information about the Tenderer

Name and Address of Tenderer			
Name of Contact Person with Phone/Fax No. with STD Code / E.- Mail / Mobile etc.			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name(s) of Partners / Directors			
Eligibility criteria	2012-13	2013-14	2014-15
Turn over (in Rs.)			
PF Account number	Yes/No		
Labour Licence Number (copy provided)	Yes/No		
PAN No. (copy provided)	Yes/No		
Registration details under Micro, Small And Medium Enterprises (MSMED Act, 2006) attached ?	Yes/No		
Declaration in Annexure-B by the bidders regarding qualification	Yes/No		

(Signature of Tenderer with seal and address)

	<p>RAJASTHAN STATE MINES & MINERALS LIMITED (A Government of Rajasthan Enterprise) SBU & PC LIGNITE, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 Ph. (0141) 2227938 (PBx), 5103346 (D), Fax.141-2227761, E-mail rsmmljpr@sancharnet.in</p>
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Tender No.:- RSMML/SBU - PC – LIGNITE/Cont./2015-16/01

Date:27.04.2015

Technical Bid
Form 'B'

Name of Work: **Plantation work at Giral Lignite Mine area, Barmer**

- (i) **Technical Criteria** -Turn – over of minimum Rs. 1.92 lac during any one financial year of the immediately preceding 3 (three) financial years.

Year	Name of work	Value of work * (every financial year)
2012 – 2013		
2013 - 2014		
2014 -2015		

** Enclosed attested Copy of audited Balance Sheets and Profit & Loss Account or form-16/TDS certificate in support of turn over in last three financial years 2012-13, 2013-14 & 2014-15.*

(Signature of tenderer with seal and address)

Undertaking

I/We in respect of submission of tender to the RSMM Ltd. hereby declare as under:-

1. We confirm that we have not put any other deviations to the tender terms & conditions.
2. We have not been banned/ debarred/ suspended by the RSMM Ltd. in past for any reason/default.
3. No Legal case is pending with RSMML.

()
Signature of tenderer

Name and seal of tenderer

Date:
Place:

Declaration

Name of the work: Plantation work at Giral Lignite Mines area, Barmer

Registration under Micro, Small & Medium Enterprises Development Act, 2006

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____ (Yes/NO)
2. If yes, please furnish the declaration given below.

We (Name of Tenderer _____), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises.
3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with stamp

Date:

Place:

Annexure-III

(To be submitted on the non judicial stamp paper of Rs. 10/-)

AFFIDAVIT

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)



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

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.



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

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:



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –

*Group General Manager (Lignite),
RSMM Ltd., Khanij Bhawan,
Tilak Marg, Jaipur-302005*

The designation and address of the Second Appellate Authority is –

*Managing Director,
RSMM Limited,
4-Meera Marg, Udaipur (Raj.)*

(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



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

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.

	<p>RAJASTHAN STATE MINES & MINERALS LIMITED (A Government of Rajasthan Enterprise) SBU & PC LIGNITE, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 Ph. (0141) 2227938 (PBx), 5103346 (D), Fax.141-2227761, E-mail rsmmljpr@sancharnet.in</p>
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Tender No.:- RSMML/SBU-PC-LIGNITE/Cont./2015-16/01

Date: 27.04.2015

Price Bid (Part-II)

Name of Work: **Plantation work at Giral Lignite Mine area, Barmer**

Particulars of work	Rate (in Rs.) Per month
Engaging of Two (02) Labours for maintain of existing 16000 old plantation survived at plantation site. The work shall include Tools & tackles, watering, trimming, thawala repair, supply of top soil, cow/goat dung manure, insecticides, pesticides, and fertilizers, watch & ward, look after the old plants at Company's Giral Lignite Mine area.	Rs. (in figures) (in words.....)

Note:

- (1) All incidental or contingent work required for the performance of above work shall be done by the contractor at his own cost and expenses and the same would not qualify for any extra payment.
- (2) The rates shall be inclusive of all & any statutory taxes/levies shall be born by the tenderer but excluding service tax. Service tax would be reimbursed by the company on submission of proof of deposition.
- (3) There should not be any variation in the rates quoted in figures and in words. In case such difference is found then the lower rate of the two shall be considered as quoted rate by the tenderer. Overwriting on this account shall not be considered

(Signature of tenderer with seal and address)