



# **Rajasthan State Mines & Minerals Limited**

(A Government of Rajasthan Enterprise)

**Registered Office:**

C89-90, Lal Kothi Scheme, Janpath  
Jaipur (Rajasthan)India  
Ph.:+91-1410-2743734. 2743934

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**CIN No.: U14109RJ1949SGC000505**

**Corporate Office:**

4, Meera Marg,  
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e-mail: [ngupta@rsmm.com](mailto:ngupta@rsmm.com),  
website: [www.rsmm.com](http://www.rsmm.com)

## **TENDER SCHEDULE**

**TO**

**NIT NO. RSMM/CO/MM/NIT-05/2015-16 DATED:  
08.06.2015**

### **“FOR SUPPLY OF HDPE WOVEN UNLAMINATED/LAMINATED SACKS”**

**LAST DATE OF SUBMISSION OF TENDER: 23.06.2015 UP TO 6.00 PM**

**DUE DATE OF OPENING: ON 24.06.2015 AT 3.30 PM**

**COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS.1145/-**

**(INCLUSIVE VAT)**

**(TENDER DOCUMENT IS NON TRANSFERABLE)**



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**website: [www.rsmm.com](http://www.rsmm.com)**

Ref. No. RSMM/CO/MM/NIT -05 /2015-16

Dated 08.06.2015

## DETAILED NOTICE INVITING TENDER

Sealed tenders in two Parts (Techno-Commercial part & Price part) are invited from Reputed & Established Manufacturers or their dealers for supply of following:-

Description	Approx. qty.	Bid Security
HDPE Woven Unlaminated/ Laminated Sacks	1,00,000 Nos.	Rs.31,000/-

## SPECIFICATION

The general specification of the sacks required for packing of rock phosphate powder are given here under:

S N	Description	Specification	
		Un- Laminated Bags	Laminated Bags
1	Size (width x Length )	20"x 31"	20"x 31"
2	Mesh	10x10	10x10
3	Denier	Plus 1150	Plus 1150
4	Weight	103 gms.	128 gms.
5	Bag Type	Valve type (Valve size 4"x8")	Valve type (Valve size 4"x8")
6	Final colour	Light yellow (Lemon) or as decided by RSMML	Light yellow (Lemon) or as decided by RSMML
7	Printing	Single side double colour	Single side double colour
8	Minimum Capacity	To hold 50 Kgs. Raj Phos	To hold 50 Kgs. Raj Phos
9	Lamination	-----	100 gauge (LDPE1070 LA17)
10	Perforation	-----	Suitable perforation should be provided for auto filling of Rajphos in the Bags.

RSMML may take 100% quantity of unlaminated or laminated bags or both type of bags in any proportion. The supply is required at Jhamarkotra Mines of RSMML on f.o.r. destination basis.

Tenders received will be evaluated on the basis of documents furnished in line with tender terms & conditions and/or information gathered by RSMML about the tenderer and other provisions mentioned in tender etc. The price bid of only qualified & Techno-commercially accepted tenderer(s) will be opened.

The tenderer/ bidder who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period.

The tender document (non -transferable) can be obtained from the office of FA,CO on the above address on or before 23.06.2015 up to 1.00 p.m. on payment of non- refundable tender fee (including VAT) of Rs.1145/- (Rupees one thousand one hundred and forty five only) by cash/Demand Draft /Pay - order / Bankers Cheque in favor of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender document from our website [www.rsmm.com](http://www.rsmm.com)/[www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and furnish their offer along-with the tender document fee in a separate sealed envelope as describe at clause no. 2.1 of sec-I, failing which their offer will not be considered.

The tender shall be received by the Office of GM (MM) on or **before 23.06.2015 up to 6.00 p.m.** and the part I (techno-commercial bid) of tender will be **opened on 24.06.2015 at 3.30 p.m.** in the presence of representative of participant tenderer(s), who may like to attend the opening. The interest free prescribed Bid Security of Rs. 31,000/- (Rs. Thirty one Thousand Only) shall be payable by Demand Draft / Pay order in favor of RSMML payable at Udaipur alongwith part-I of tender, without which no offer will be considered . The envelope containing Bid Security along with tender document fee should be submitted in the manner as described at clause no. 2 of sec-I. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /e-mail/telegram are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/opening of tender, to increase/decrease the quantity at any time, to divide the quantity / to place PO to more than one tenderer, without assigning any reason(s) at its sole discretion. No claim whatsoever on these will be entertained or be admissible.

(B.S.Gupta)  
General Manager (MM)

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

**TENDER No. RSMM/CO/MM/ NIT - 05/2015-16 dated 08.06.2015 FOR SUSPLY OF HDPE WOVEN UNLAMINATED/LAMINATED SACKS**

**The tender document consists of following:**

Section – I	Instructions for preparation & submission of tender
Section - II	Special conditions of contract (SCC)
Annexure-I	General profile of the tenderer
Annexure – II	Undertaking towards non suspension/ non banning
Annexure – III	Declaration for Registration under MSMED Act 2006
Annexure – IV	Undertaking towards acceptance of all terms & conditions of tender and no conditions is mentioned in the price bid
Annexure-V	Details of taxes & duties offered in the price bid
Annexure - VI	Details of NABL accredited inspecting agencies.
Annexure – VII	Printing Matter on Bags
Annexure - VIII	Price Bid (Part – II)
Annexure - IX	Bank Guarantee Format
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.

**SECTION-I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER.**

- 1.0** Duly sealed and singed copy of tender document should be sent along with Part-I of tender towards acceptance of its terms and conditions and returned intact, (no page should be detached).
- 2.0** Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super scribed tender no. as mentioned above.
  - i) **Sealed Envelop No. 1:-** This envelop should contain DD/PO towards requisite Tender Document Fee & Bid Security as per provisions mentioned in the tender document. The envelop should be super scribed Bid Security towards tender No. (as mentioned above).

ii) **Sealed Envelop No. 2** : This envelop should contain Part -I: Techno-Commercial BID alongwith all supporting documents (except tender document fee, Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part - I of tender No (as mentioned above). The tenderer / bidder should give a declaration with Part - 1 of the offer that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be treated as non responsive.

iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID) : This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART - II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.

iv) **Sealed Envelop No. 4**: The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer will be liable to be ignored.

### **3.0 DELIVERY OF TENDER:**

i) The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the last date of submission / opening of tender happen to be a holiday, then tenders shall be submitted/ opened on the next day upto/ at prescribed time.

ii) **Late Tender**: The tender received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.

RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail will not be considered at all.

Printed conditions on the back of letters originating from Tenderer will be ignored.

**4.0 EXCEPTIONS & DEVIATION:** Tenderer is advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to deviate from tender conditions & if a tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-IV and should be furnished along with part-I of the offer, without making any corrections on the body of the tender document at their risk. In the absence of same it, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

- 4.1 Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- 4.2 Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- 4.3 Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.

Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored.

**5.0 TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART – I (TECHNO COMMERCIAL OFFER):**

- i) Copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender.
- ii) Demand Draft of Tender Document Fee and Bid Security in the manner specified in tender as per clause no. 9.0 (Section-I)
- iii) Details in respect of satisfactorily supplying of HDPE bags in last three years. Please enclose the copy of Purchase Order or any other authentic supporting documents, if any.
- iv) Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure "IV"
- v) Duly filled Annexure I to VII along with part-I of tender documents and Annexure VIII (a & b) (Price Bid) Part-II
- vi) Any other relevant document, in support of eligibility criteria, terms & conditions of tender.
- vii) Copy of TIN No. & PAN No. issued by respective department.

**Note:** Each & every page of tender document, Annexure & documents furnished along with part I & Part II should be sealed & signed by the authorized person of the tenderer.

## **6.0 BEFORE SUBMITTING TENDER**

Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive with respect to all factors circumstances and conditions likely to be incidental/encountered to the execution of the contract, as per the scope and conditions given herein

**7.0 AUTHORITY TO SIGN TENDER:** The tender shall be signed by any legally authorised representative of the tenderer to enter into commitments on their behalf.

## **8.0 VALIDITY**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of Three months from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/amendment/modification the bid security deposited by the Tenderer, as per clause No. 9.0 (Section-I) hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

## **9.0 BID SECURITY :**

- (a) The tenderer shall deposit (interest free) a sum of **Rs 31,000/- (Rupees Thirty one thousand only)** as Bid Security alongwith the tender by Demand Draft/PO/ Bankers Cheque. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/BC will not be accepted.
- (b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s)

who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.

- (c) **The BID SECURITY shall be forfeited in case of:**
- i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after due date and time of submission of tender.
  - ii) If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.
  - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

**10.0 RSMML's RIGHT :** The Company reserves the following rights:

- a) not to accept any offer or reject any or all the offers without assigning any reason thereof.
- b) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- c) to increase/decrease the quantity.
- d) to divide the quantity of bags into more than one tenderer.



- e) to purchase 100% quantity of laminated bags or unlaminated type bags or both type of bags in any proportion.

The decision of the Company in above regards shall be final and binding on the tenderer.

**11.0 PERFORMANCE GUARANTEE:**

The supplier shall guarantee that the stores under the contract shall be free from all defects for a **minimum period of six months** to be reckoned from the satisfactory delivery of stores. If at any time during the guarantee period the stores do not conform to the Company's requirements/specifications and /or do not meet the desired performance, the supplier agrees to revise, modify, rectify and replace the design engineering, material or stores as to the case may be in a manner calculated by the supplier to correct the deficiency or the unsatisfactory performance at the supplier's own expenses within a minimum time to be specified by the Company. In the event the supplier failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the supplier without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.

**12.0 IMPORT LICENSE/ FOREIGN EXCHANGE/ RAW MATERIAL:**

i) If any item is required to be imported for the execution of the contract, same shall be done by the tenderer against their own Import License. The Company shall not be responsible for either the Import License or the foreign exchange required for such import.

ii) The tenderer must make their own arrangement for timely procurement, and adequate storage of the required raw materials etc.

**13.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:**

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

**14.0 COMPENSATION FOR DELAYED COMPLETION:**

In the event of the supplier fail to deliver the stores as per agreed specifications in full/part as per delivery schedule, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be

OR

- c) to cancel the contract.

In case of b & c above, the Company will be empowered to purchase stores which are readily available with alternative source to meet the requirement irrespective of the fact whether these are similar or not.

#### **15.0 DETERMINATION OF LOWEST BIDDER:**

**a.** The lowest tenderer shall be determined on the basis of total landed cost separates for each type of bags at our Jhamarkotra Mines & inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/exempted/input credit on VAT and entry tax levied on interstate purchase by State/Central Govt. which are applicable directly / indirectly on the supply/use of stores. On similar basis L2, L3, L4, Tenderers will be determined.

**b.** In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

#### **16.0 NEGOTIATIONS:**

- i) Negotiations may 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.

**17.0 PATENTS/COPY RIGHT /TRADE MARK:**

Supplier shall indemnify and keep indemnify the company including his officers, engineers, employees and authorised agents/ representatives and shall hold them harmless from any and all loss, damages, liability, cost of litigation, counsel fees and any other expenses arising out of any claim or suit for alleged infringement of patents, copyright, trade mark or trade names or brand relating to any of the stores, material or equivalent of described in the contract or for the use or resale thereof, and supplier agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

**18.0 TERMINATION:**

- a. In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.
- b. The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c. Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the supplier at their last notified address. In such an event the supplier 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.

**19.0 FORCE MAJEURE:** At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of

any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

**20.0 JURISDICTION:** The contract is subject to the exclusive jurisdiction of courts of Udaipur in the state of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
General Manager (MM)

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit. I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Date :

Place :

## SECTION- II: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

### 1.0 STANDARD:

The standard shall be confirmed to IS 9755:2003 or amended thereafter and the references made therein prescribes the requirements.

### 2.0 SPECIFICATION:

The general specification of the sacks required for packing of rock phosphate powder are given here under:

Sl. No.	Description	Specification	
		Un- Laminated Bags	Laminated Bags
1	Size (width x Length )	20"x 31"	20"x 31"
2	Mesh	10x10	10x10
3	Denier	Plus 1150	Plus 1150
4	Weight	103 gms.	128 gms.
5	Bag Type	Valve type (Valve size 4"x8")	Valve type (Valve size 4"x8")
6	Final colour	Light yellow (Lemon) or as decided by RSMML	Light yellow (Lemon) or as decided by RSMML
7	Printing	Single side double colour	Single side double colour
8	Minimum Capacity	To hold 50 Kgs. Raj Phos	To hold 50 Kgs. Raj Phos
9	Lamination	-----	100 gauge (LDPE1070 LA17)
10	Perforation	-----	Suitable perforation should be provided for auto filling of Rajphos in the Bags.

### 3.0 MANUFACTURE :

**Fabric:-** The fabric used in the manufacturing of HDPE Woven sacks shall be HDPE tapes (see IS 6192:R2004). The maximum width of tapes used for making fabrics shall be not less than 2.5mm and the linear density of the tape shall be minimum 1150 denier.

**Seam:** The stitching shall be done with two rows of chain stitch. The two rows of stitches should be separated from each other by about 5mm and the outer row of stitching should be approximately 8mm from the outer edge of the sacks . The stitching shall be done with double fold over seam to a depth of 25mm, so that the stitches pass through a minimum of six layers of the fabric. The number of stitches /dm shall be 14±2. The chain stitches shall be as recommended in IS 10789/ISO 4915.

**Threading & stitching:** The material used for stitching shall be HDPE tap or any other thread suitable for the purpose, compatible to the product being packed in the sacks. The HDPE or other tape used for stitching shall have at

least 20% higher denier than that used for making of the sacks. The stitching shall be uniform without any loose thread or knot.

**Mouth of the sacks:** The mouth of the sacks should be heat cut, so that the tapes do not fray. The mouth of the sacks should be Valve type. Size of Valve should be 4"x8". Top should be double folded and the stitching shall be done with two rows of chain stitch. The two rows of stitches should be separated from each other by about 5mm and the outer row of stitching should be approximately 8mm from the outer edge of the sacks . The stitching shall be done with double fold over seam to a depth of 25mm, so that the stitches pass through a minimum of six layers of the fabric. The number of stitches /dm shall be  $14 \pm 2$ . The chain stitches shall be as recommended in IS 10789/ISO 4915.

**Capacity:** The sacks shall have minimum capacity of 50 Kgs. for packing of rock phosphate power.

#### **4.0 REQUIRMENTS:**

**Breaking strength:** The breaking strength of fabrics and seam breaking strength of sacks shall be confirming to IS 9755:2003(amended).

**Dimensions:** The outside dimensions (W x L ) shall be 20"x 31" subject to a tolerance of plus 20 minus 10mm for length and plus 20 minus 10mm for width.

**Weight/ Mass:** The Weight/ Mass of each sack should be 103 gms for un laminated bags and 128 gms for laminated bags & shall be subject to the following tolerances:

**Tolerance:**

- a) On a bale of 500 sacks (excluding packing material)  $\pm 3\%$ .
- b) On an individual sacks  $\pm 6\%$  .

However, for the payment purpose the average weight of the sacks will be as per third party inspection report/RSMML inspection report/RSMML's appointed agency's inspection report shall be final with upper limit of 103/128 gms.

#### **5.0 MARKING AND PACKING :**

**Marking:** The sacks shall be printed with the information as required by the RSMML using suitable inks . The shade of the inks should not vary from sack to sack. The printing matter for single side is as per details at annexure-B, which is subject to variation as per requirement time to time.

**Packing:** 500 sacks or multiples thereof shall be packed to form a bale ,the bale formed using a layer of HDPE woven fabric or Hussein and suitably secured.

## **6.0 QUALITY OF BAGS:**

The bags manufactured for supply shall be as per specifications given above and the supplier will ensure to have proper quality control and inspection and will also stand for the guarantee of the quality of bags. The supplier shall furnish a certificate for each supply to this effect. This shall, however, not take away the right of the Company to have the inspection at the destination points also. The bags not conforming to the specifications or found damaged shall be rejected. The lifting of the damaged bags shall be the responsibility of the supplier at his risk and cost. RSMML shall not be responsible for proper storage or otherwise of these rejected bags.

## **7.0 SCOPE OF SUPPLY :**

1. The Scope of Supply shall be the delivery of stores by the supplier, in accordance with the Term and conditions of the contract. At present our requirement is with single side printing. However, in case of both side printing, same shall be informed accordingly.
2. The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, drawings and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
3. The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the drawings, specification data and assignment or subcontracting. Any approval which the Company may have given in respect of the stores, materials or other particulars of the workmanship involved in the contract (whether with or without test carried out by the supplier or Company) shall not bind the Company and notwithstanding any approval or acceptance given by the company it shall be lawful for the Company to reject the material on arrival at site if it is found after inspection that the stores supplied by the supplier are not in conformity with the contract in all respects.

**8.0 QUANTITY & DELIVERY PERIOD:** 1,00,000 Bags. Tenderer is requested to offer the minimum possible delivery period for supply of entire quantity of HDPE bags. RSMML may take delivery of 100 % of Unlaminated/ Laminated bags or both type of Bags in any proportion. Initially, RSMML will take delivery of 200 nos. of ordered type of bags and after ascertaining its suitability as per requirement, delivery of ordered quantity will be taken. In case RSMML suggests any changes to the Bags (i.e. Size etc.) then the basic price of Bags will be proportionately adjusted keeping all other prices firm.

- 8.1 In the event the tenderer fails to supply the bags within the delivery period as per PO and the price of HDPE undergo a change in that month, then lower of the two prices ( i.e. first working day of the month of deliver of bags as per delivery period of PO and that prevailing on the first working day of the month of actual delivery) would be taken for computing the due payment.
- 8.2 **Delivery Basis:** RSMML Jhamarkotra Mines or any other place designated by the RSMML within Udaipur/ Jhamarkotra.

#### 9.0 PRICE:

- (a) **The price bid should be submitted in the Annexure-VIII(a) for supply of Un-Laminated Bags and the Annexure-VIII(b) for supply of Laminated Bags appended hereto on f.o.r. destination basis inclusive of packing, forwarding, transportation, Insurance and other delivery charges. Both the price bids should be sealed in separate envelopes.**
- (b) The tenderer has to **quote the price considering the basic ex-factory credit Price of HDPE E-52009 and LDPE 1070LA17 granules notified by M/s. Reliance Industries Limited as on 1.06.15 @ Rs 104940/- PMT & Rs. 119870/- PMT respectively.** For any revision in the prices of HDPE granules, prorata revision in the basic price based on the weight of bags, shall be allowed
- (c) The quoted price shall remain firm and fix till the period of complete execution of contract. No revision in the prices shall be allowed during the contract period on any ground whatsoever except that the change in the price of HDPE granules of RIL makes E 52009 as per price variation formula, as below.
- (d) **Costs like conversion & printing, colouring charges, transportation, insurance, delivery charges or any other cost shall not form part of the price variation and the same shall remain firm and fixed as above.**

#### 10.0 PRICE VARIATION:

- 10.1 The price variation (increase/decrease) will be computed by taking weight of bags as 103/128 gms or on average weight of bags received & accepted by RSMML, whichever is lower. In case, it is found that the average weight of the received bags is lower than 103/128 grams, the basic price of bags for 103/128 gram will be reduced on the prorata basis. The price variation will be computed only on the basis of basic Ex-factory price of HDPE grade E-52009 of M/s. Reliance Industries Ltd. Lower of the two rates i.e. prevailing on the first working day of the month of deliver of bags as per delivery period of PO and that prevailing on the first working



day of the month of actual delivery of the bags, will be taken for computing the price variation.

10.2 All other input costs including Conversion, coloring & printing charges, Loading & Unloading, packing, forwarding, freight, insurance charges etc. shall remain firm and fix during the period of the contract.

10.3 An example to operate Price Variation clause is as given under:

Sl. No	Description	Price increase	Price decrease
1	Basic price of 103 gram (HDPE) on the basis of HDPE price as per contract or pro rata price as per actual weight.	10.801	10.801
2	Difference in the price of 103 grm HDPE (increased / decreased considering the price variation by Rs.1000 PMT(*))	(+) .103	(-) .103
3	Conversion, Coloring & printing charges of bags with one side double color printing.	1.50	1.50
4	Sub total	12.404	12.198
5	ED @ 12.5% (As applicable)	1.550	1.525
7	Sub-total	13.954	13.723
8	CST/VAT @ 5% (as the case may be & as applicable)	0.698	0.686
9	Transportation & other delivery charges	0.05	0.05
10	Total landed price per bag	14.702	14.459

**(\*In case the average weight of bags found on lower side, the price will be reduced on prorata mass basis.**

#### **11.0 TAXES, DUTIES & LEVIES:**

- a) The rate of Sales Tax as applicable (i.e. CST/VAT) in respect of each item of stores must be indicated. Wherever State/Central Sales Tax concession is applicable and relevant ST form is required to be issued by the company, it should be indicated. The tenderer, if availing any incentive to the taxes and duties, should mention the same in the offer and provide supportive document.
- b) The effect of all the taxes/duties/levies/entry tax on interstate sale/input tax credit on VAT/service tax etc. applicable directly or indirectly on supply of HDPE Bags will be given while computing the total landed cost at destination .
- c) **EXCISE DUTY**  
The rate of Excise Duty, if applicable, should be specified against the item of stores to which it applies. Wherever concessions, if any, are available they should also be indicated.
- d) Any other tax, duties or levies by any name or form should be indicated in similar manner as in (a) and (b) above. The firms availing any incentive should mention in the tender.

- e) In the absence of clear stipulation stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.

**12.0 CONSIGNEE :** The consignee is:  
GGM, SBU-PC(RP) or his authorised officer,  
M/s Rajasthan State Mines & Minerals Limited,  
Jhamarkotra Mines, Via & Distt.Udaipur. (Rajasthan).

**13.0 TERMS OF PAYMENT & PAYING AUTHORITY :**

- i) 100% payment of accepted material within 30 days after receipt and acceptance material subject to the production of following:
- (a) Invoice in three copies along with proof of dispatch and price list of HDPE E 52009 of M/s Reliance Industries Ltd. of the first day of the month during which supplies made and/or first day of the month in which supplies are due as per delivery schedule. Price list should be certified by the supplier.
- (b) Supplier should provide test certificate of their laboratory with each consignment along-with weight of each bale.
- ii) **Billing & Paying Authority:** The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority – F.A., CO, RSMML.
- iii) Payment will be made through RTGS/NEFT. All bank charges/commission shall be borne by the tenderer.

**14.0 INSPECTION :**

- a) Tenderer will supply the bags duly inspected by the NABL accredited and reputed third party inspection agency in accordance to relevant IS and the cost of such inspection will be borne by them. Tenderer will enclose the test certificate of third party along with each supply. Tenderer will furnish the names of inspection agencies along-with tender as per annexure VI.
- b) However, Company reserves the right to inspect bags by themselves or by any agency appointed by RSMML at factory premises /destination at its cost.
- c) The LOT for the purpose of testing and inspection shall comprise of the bags intended and/or received under one particular bill of supply.
- d) Though detailed inspection shall be insisted at the time of procurement of these bags, yet RSMML may, in time of emergency or otherwise accept bags by sample inspection. Such inspection shall be carried out by the authorized officers / agencies OF RSMML.

- e) The supplier may ask for one more joint inspection in case of rejection.
- f) All rejected bags /lots shall have to be lifted by the suppliers at their own cost immediately on hearing from the officer in-charge of the Company but in no case later than one week from such notice. If the suppliers do not lift the bags within seven days then the company shall not be held responsible for any losses or damages to these rejected bags.
- g) The lot of bags once rejected by the agencies designated for this purpose can not be offered for re-inspection under any circumstances. Suppliers making such offer for re-inspection would face cancellation of the entire order. Also in such cases the company reserves the right to procure additional supplies from another sources at the risk and cost of the supplier.

**15.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except state Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/PO on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to

its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.

- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher.
- viii) S.D. should be sent to the office of GM(MM), CO.

#### **16.0 ASSIGNMENT:**

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

#### **17.0 INDEMNIFICATION:**

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
General Manager (MM).

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit. I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Date & Place:

**Annexure - 'I'**

Tender No. RSMM/CO/MM/NIT-05/2015-16 dated 08.06.2015 for supply of  
Woven Unlaminated/ Laminated HDPE Bags

**GENERAL PROFILE OF TENDERER**

1.	Name & address of the tenderer with telephone No./ Fax No./ email / mobile no.			
2	Status of Tenderer i.e. Manufacture/ Authorised Dealer/ Bonafied Dealer/any other.			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years ( in lacs)	2014-15	2013-14	2012-13
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium )			
10	Banker details: 4. Name a) Branch No. b) Address			
11	Bank Account No.			
12	Type of A/c :Saving / Current/CC/ any other			
13	IFSC code			
14	Are you exempted from paying; custom Duty/ excise Duty/Sales Tax, if yes give details.			
15	Any other important information related to the tender requirement.			
16	Offered Delivery Period for supply of material from the date of issue of delivery schedule.			

Signature of tenderer with official stamp

Date

Place :

**Annexure 'II'**

Tender No. RSMM/CO/MM/NIT-05/2015-16

dated 08.06.2015

**UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.**

(To be submitted along-with part – I of the offer)

Name of the Tenderer: \_\_\_\_\_

We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.

Signature of Tenderer with official stamp

Place:

Date:

**Annexure – III**

Tender No. RSMM/CO/MM/NIT-05/2015-16

dated 08.06.2015

**REGISTRATION DETAILS AS PER MICRO, SMALL & MEDIUM  
ENTERPRISES DEVELOPMENT ACT, 2006.**

(To be submitted with PART – I Technical Bid)

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_ (Yes/NO)

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 vide Registration No. \_\_\_\_\_  
dated \_\_\_\_\_.

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 official stamp

Date:

Place:

Tender No. RSMM/CO/MM/NIT-05/2015-16

**Annexure - IV**  
dated 08.06.2015

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS &  
CONDITIONS OF TENDER AND NO CONDITION MENTIONED IN  
PRICE BID**

(To be submitted with PART – I Technical Bid)

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

**We confirm that all the terms & conditions of tender is acceptable to us except the following.**

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

Sl.No .	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition.

**We confirm that we have not put any other deviations to the tender terms & conditions except to the above.**

Signature of tenderer with official stamp

Date & Place:



**Annexure- V**

Tender no. RSMM/CO/MM/NIT-05/2015-16

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**  
(To be submitted with PART – I Technical Bid)

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

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CESS on ED	@.....%
CST against Form 'C'	@.....%
VAT	@.....%
Service Tax	@.....%
Any other taxes/duties/levies -- -----	@.....%
Details of Exemption on Duties & Taxes, if any.	.....

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc., details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

Signature of tenderer with official stamp

Date & Place

**Annexure-VI**

TENDER No. RSMM/CO/MM/ NIT – 05/2015-16

Dated: 08.06.2015

**NAME & ADDRESSES OF NABL ACCREDITED THIRD PARTY INSPECTING AGENCY FROM WHOM BAGS WILL BE INSPECTED BEFORE DESPATCH**

(To be submitted alongwith part – I of the offer)

Sl.No.	Name	Address with contact No.
1		
2		
3		
4		

Signature of Tenderer with official stamp

Place:

Date:

**Annexure - "VIII"(a)**

TENDER No. RSMM/CO/MM/ NIT – 05 /2015-16

Dated: 08.06.2015

**PRICE BID (Part-II )  
(To be sealed in separate envelop)****(FOR COLOURED BAG)**

<b>Sl. No</b>	<b>Description</b>	<b>Unlaminated Valve Type HDPE bags as per BIS specification IS:9755:2003 and detailed Specification given in the tender document. (Weight 103 gms)</b>
	Location of plant	
1	Ex-works basic credit sale price of HDPE E 52009 as per price list of M/s RIL as on 01.06.15 (PMT basis)	
2	Basic Cost of HDPE as per Sl. No. 1.	
3	Conversion, Coloring & printing charges of bags with one side double color printing.	
4	Excise duty @-----	
5	Education Cess on ED @----	
6	Sub total	
7	VAT/CST @-----	
8	Loading & Unloading ,Packing, Forwarding ,Freight, Insurance & other delivery charges up to RSMML destination	
9	Total landed cost of each bag on F.O.R. at our RSMML site (sum of Sl. No. 6 to 8 )	

Note :

1. Copy of HDPE pricelist of M/s. RIL should be enclosed with the price bid and techno-commercial offer.
2. Effect of any other Govt. Taxes/levies imposed/levied by Central/State Govt. for supply of HDPE bags will be given for arriving out the total landed cost.

Signature and Seal of the Tenderer

Place &amp; Date:

**Annexure - "VIII"(b)**

TENDER No. RSMM/CO/MM/ NIT – 05 /2015-16

Dated: 08.06.2015

PRICE BID (Part-II)  
**(To be sealed in separate envelop)**  
**(FOR COLOURED BAG)**

<b>Sl. No</b>	<b>Description</b>	Laminated <b>Valve Type</b> HDPE bags as per BIS specification IS:9755:2003 and detailed Specification given in the tender document. <b>(Weight 128 gms)</b>
	Location of plant	
1	Ex-works basic credit sale price of HDPE E 52009 as per price list of M/s RIL as on 01.06.15 (PMT basis)	
2	Basic Cost of HDPE as per Sl. No. 1.	
3	Conversion, Coloring & printing charges of bags with one side double color printing.	
4	Excise duty @-----	
5	Education Cess on ED @----	
6	Sub total	
7	VAT/CST @-----	
8	Loading & Unloading ,Packing, Forwarding ,Freight, Insurance & other delivery charges up to RSMML destination	
9	Total landed cost of each bag on F.O.R. at our RSMML site (sum of Sl. No. 6 to 8 )	

Note :

1. Copy of HDPE pricelist of M/s. RIL should be enclosed with the price bid and techno-commercial offer.
2. Effect of any other Govt. Taxes/levies imposed/levied by Central/State Govt. for supply of HDPE bags will be given for arriving out the total landed cost.

Signature and Seal of the Tenderer

Place &amp; Date:

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

**(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except State Bank of India) having its Branch office at Udaipur on -judicial stamp paper of value equal to 0.1 % (zero point one percent) of the total Security Deposit Amount or of Rs.200, whichever is higher.**

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

This Deed of Guarantee executed between \_\_\_\_\_ a Nationalised / Scheduled Bank, having its registered office at **(mention complete postal address with contact nos./mail address etc.)**\_\_\_\_\_ and its head office at **(mention complete postal address with contact nos./mail address etc.)**\_\_\_\_\_ 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/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' 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/ Purchase Order/ Rate Contract 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/supplier/RC holder to stand as surety for payment of Rs. \_\_\_\_\_ as security deposit to the company subject to the following conditions.

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/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. 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.

We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder 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/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. 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. \_\_\_\_\_.

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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract 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/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder 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 or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

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/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship 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/supplier/RC holder 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/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

\_\_\_\_\_(specify  
the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

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/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder 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/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder 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.

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/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder 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.

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/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

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.

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 \_\_\_\_\_ 2015.

### **Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour 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.



**Annexure B : 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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is: Mines Dept, Govt. of Rajasthan

The designation and address of the Second Appellate Authority is: Finance Dept., Govt. of Rajasthan

### **1) Filing an appeal**

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in the 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 the appeal.
- 3)** If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a 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 procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations ;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

**5) Form of Appeal**

- a) An appeal under para (1) or (3) above shall be in the annexed form alongwith 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 the 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 bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**7) Procedure for disposal of appeal**

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, 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.

**FORM NO.1**

**(See rule 83)**

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

Appeal No..... of .....

Before the .....( First /Second Appellate Authority)

1. Particulars of appellant :

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 (enclose 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 :

## **Annexure D : 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 sub totals, 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 price 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 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, 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.

**3. Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)**

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