



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

Registered Office  
C89-90, Lal Kothi Scheme, Janpath  
Jaipur (Rajasthan)India  
Ph.:+91-1410-2743734. 2743934  
Fax: +91-141-2743735  
**CIN No.: U14109RJ1949SGC000505**

Corporate Office  
4, Meera Marg,  
Udaipur – 313 001  
Ph.: -91-294-2428768,2428763-67  
Fax:+91-294-24287,2428739  
e-mail [ngupta@rsmm.com](mailto:ngupta@rsmm.com),  
website: [www.rsmm.com](http://www.rsmm.com)

## TENDER DOCUMENT

TO

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

### FOR SUPPLY OF MINERAL TO BE USE AS ADDITIVE ON RATE CONTRACT BASIS

s.n.	Description	Date	Time
1	<b>Publishing Date</b>	11.06.2015	3.00 p.m.
2	<b>Document Download/Sale Start Date</b>	11.06.2015	4.00 p.m.
3	<b>Document Download /Sale End Date</b>	09.07.2015	6.00 p.m.
4	<b>Bid Submission Start Date</b>	11.06.2015	5.00 p.m.
5	<b>Bid Submission Closing Date</b>	09.07.2015	6.00 p.m.
6	<b>Techno-Commercial Bid Opening Date</b>	10.07.2015	03.00 p.m.
7	<b>Submission Demand Draft / Bankers Cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security</b>	09.07.2015	Upto 6.00 p.m..
8	<b>Representative sample of offered mineral as per clause no. of tender offline to the office of GM(MM), RSMML, 4, Meera Marg, Udaipur - 313 001</b>	09.07.2015	Upto 6.00 p.m..
9	<b>Price Bid Opening Date</b>	Will be intimated later on to the techno-commercially qualified bidders	
10	<b>Websites for downloading tender documents/corrigendum etc.</b>	<a href="http://www.rsmm.com">www.rsmm.com</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>	
11	<b>Website for submission of tender/bid (only online)</b>	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
12	<b>Tender Document Fees</b>	Rs. 1145/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
13	<b>RISL Processing Fees</b>	Rs. 1000/- in favour of "MD RISL" payable at Jaipur	
14	<b>Bid Security</b>	Rs. 4,80,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

## **NOTICE INVITING e-TENDER**

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited for supply of mineral to be use as additive to our Jhamarkotra Mines of following specifications.

S.N	Description		Qty	Bid Security (in Rs.)
<b>CHEMICAL SPECIFICATION OF ADDITIVE MINERAL</b>				
1	<b>A.I.%</b>	<b>Maximum 4.0%</b>	30000 MT	4,80,000/-
2	<b>MgO%</b>	<b>Maximum 1.0%</b>		
3	<b>R2O3 %</b>	<b>Maximum 1.0%</b>		
4	<b>CaO%</b>	<b>Minimum 51.0%</b>		
<b>PHYSICAL SPECIFICATION OF ADDITIVE MINERAL</b>				
1	Size	The size of the additive mineral should be in the range of minimum 2 inch to maximum 12 inch. Fines less than 2 inch size is not acceptable	30000 MT	4,80,000/-
2	Degree of Crystallization	The additive mineral should be partially metamorphosed and coarsely crystalline.		
3	Cleavages	The additive mineral should possess cleavage planes along the crystal plane.		

For more details, visit us on website [www.rsmm.com](http://www.rsmm.com), [ww.eproc.rajasthan.gov.in](http://ww.eproc.rajasthan.gov.in), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or contact Sr. Manager (MM) at the above address. However, bids will be submitted online only through e-procurement portal of Govt. of Rajasthan.

(B.S.Gupta)  
GENERAL MANAGER (MM)

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**FOR “SUPPLY OF MINERAL TO BE USE AS ADDITIVE TO SBU-PC(RP), JHAMARKOTRA MINES”.**

General	Instruction for preparation & submission of tender and General Conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards non suspension/non banning.
Annexure- III	Registration details as per Micro, Small & Medium Enterprises Development Act,2006.
Annexure- IV	Undertaking towards acceptance of all terms & conditions of tender.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Check-list to technical specification

**Instructions for preparation & submission of e-tender and Conditions of e-Tender:**

**1.0 Instructions for preparation & submission of tender:**

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- ii) No physical/offline Tender/bid shall be accepted.
- iii) The **Bid Security and Tender document fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders drawn **in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
- iv) The **Processing Fee** shall also be in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders **drawn in favour of “ MD RISL” payable at Jaipur** and shall also be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :  
Telephone No. 1800 3070 2232, 0141- 4022688, 07878007972, 07878007973, 0141-4022688(Help Desk 10.00 AM to 6.00 PM on all working days), Toll Free no.:8002337315 email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address: e-procurement cell, RISL. Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidders shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however **Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline** (manually/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise RSMML extends the dates.
- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as below/prescribed in the document in PDF/jpg format.

#### **COVER-A**

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and Processing fees.
- ii) Sealed and Signed copy of tender document towards acceptance of terms and conditions and authorization certificate in favour of the authorized representative for signing the tender.
- iii) General profile of tenderer as per annexure-I, declaration towards banning/suspensions as per annexure-II.
- iv) Registration details as per MSMED Act, 2006 as annexure-III alongwith supporting documents, undertaking towards acceptance of all terms & conditions of tender as per annexure-IV.
- v) Details of taxes & duties offered in price bid as per annexure-V. In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

#### **COVER-B**

- i) Check-list to technical specification for the tendered products as per annexure-VI.
- ii) Confirmation towards submission of samples of offered mineral offline to the office of GM(MM),CO.
- iii) Document towards tenderer status: Certificate of Incorporation/Partnership deed duly certified by the Company Secretary/Chartered Accountant, as the case may

be. In case the tenderer makes any change in the constitution of the firm after submission of the offers, they shall have to inform the Company at the earliest. In case the tenderer is a partnership firm, a Copy of registration certificate issued by Registrar of Firms is to be enclosed.

- iv) Attested copies of Annual Audited Balance Sheet & Profit & Loss Account of Last four immediately preceding Financial Years; 2011-12, 2012-13, 2013-14 & 2014-15.
- v) Test certificate from recognized laboratories of the mineral offered against tender.

### **COVER-C**

**Price Bid in xls format and should be strictly in the BoQ uploaded on the e-procurement portal.**

### **2.0 SUBMISSION & OPENING OF TENDERS.**

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/ Bid Security / Processing Fees offline to the office of GM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/ Bid Security / Processing Fees to the office of GM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

### **3.0 SPECIFICATIONS FOR MINERAL.**

Detailed technical Specification of Mineral to be use as additive are given as under. Tenderer is to confirm point-wise specifications as per format at Annexure-VI.

#### **a) CHEMICAL SPECIFICATION:**

The additive mineral should confirm following chemical specifications:

<b>A.I.%</b>	<b>Maximum 4.0%</b>
<b>MgO%</b>	<b>Maximum 1.0%</b>
<b>R2O3 %</b>	<b>Maximum 1.00%</b>
<b>CaO%</b>	<b>Minimum 51.0%</b>

**b) PHYSICAL SPECIFICATION:**

The additive mineral should confirm following physical specifications:

<b>Size</b>	The size of the additive mineral should be in the range of minimum 2 inch to maximum 12 inch. Fines less than 2 inch size is not acceptable
<b>Degree of Crystallization</b>	The additive mineral should be partially metamorphosed and coarsely crystalline.
<b>Cleavages</b>	The additive mineral should possess cleavage planes along the crystal plane.

**c) Test Certificate:** Tenderers are required to submit the test certificate from recognized laboratory of the mineral offered against tender.

**d)** Tenderers are required to submit Representative sample of quoted mineral of approx. 6 Kgs. offline on or before 09.07.2015 upto 6.00 p.m. The sample should be properly & securely packed and sealed in three separate polythene bags (2 Kg. each) duly super scribed with tenderer's Name, Tender Number. The Test Certificate should also be accompanied. The samples are to be furnished physically to the office of GM(MM), RSMML Ltd., 4- Meera marg, Udaipur. The furnished samples will be analyzed w.r.t. tender specifications at RSMML laboratory or any other laboratory as per decision of RSMML for ascertaining suitability of offered mineral as per requirement of RSMML.

**4.0 QUANTITY :** 30000 MT annual.

The above mentioned quantity is indicative and tentative only and susceptible to variation from time to time at the absolute discretion of the Company. No guarantee regarding annual, monthly, weekly or daily quantity can be given. The Tenderer shall neither be entitled nor be eligible to raise any claim on account of their machine/manpower being idle at any point of time during the contractual period.

The company will provide quarterly targets as far as possible, which will be further phased out on monthly basis, however, the Tenderer shall supply such quantity of additive as may be intimated and/or advised to them, from time to time, by the consignee.

**5.0 Period of contract:** One year from the date of award of LOA/RC.

## **6.0 Pre-qualification of tenderer:**

The offers will be pre-qualified on the basis of the following criteria:

The tenderer should have a minimum turnover of Rs.1.00 Crore (One Crore), in any of the four immediately preceding financial years. i.e. 2011-12;2012-13;2013-14; 2014-15.

The turnover has to be in the name of tenderer only. In case the tenderer is a partnership firm, the Partnership firm should be in vogue prior to issuance of NIT & a certified copy of Partnership deed is to be enclosed. Turnover of individual partner/director/individual member of cooperative society shall not be considered. It is to be noted that in case of the Company (registered under Company's Act)/Cooperative Society, the turnover of the Company/ Cooperative Society shall only be considered.

The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualifying requirement, documents furnished in line with tender conditions & analysis results of offered samples of mineral at RSMML laboratory or any other laboratory as per decision of RSMML.

The price bid of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only .

The tenderer 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.

## **7.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **four months** from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the Bid Security deposited by the tenderer 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 (LOA/RC) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases 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 or SD, as the case may be.

**8.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:**

- a) The tenderer shall deposit (interest free) a sum of Rs. 4,80,000/- (Rupees Four Lacs Eighty Thousand Only) as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,145/- (inclusive of VAT) towards tender document fees and Rs. 1,000/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders only to the office of GM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

**c) The Bid Security shall be forfeited in case of:**

- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after due date & time of submission of tender.
  - ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
  - 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 bid security deposit against this tender, however, the bid security originally deposited may be taken into



consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.

- (f) Incase 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 Bid Security.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI units of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of the offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

**9.0 Consignee:**

The Group General Manager, SBU-PC (RP)  
or his authorized officer.

RSMM Ltd, Jhamarkotra, Distt & via- Udaipur

**10.0 RSMML's RIGHT:**

The Company reserves the following rights at its sole discretion without assigning any reason thereof:

- i) to accept any offer or reject any or all the offers.
- ii) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- iii) to increase/decrease the quantity at any time.
- iv) to enter into rate contract with more than one tenderer.
- v) to increase/decrease the period of contract.
- vi) to accept/not accept the offered Mineral on technical grounds.
- vii) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information / forged document along with offer or thereafter.

The decision of the Company in above regards shall be final and binding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

## **11.0 ANALYSIS & SAMPLING**

- i) The Tenderer will furnish analysis report of material being supplied along with each supply. However, the reports of analysis carried out at Central laboratory of RSMML of the samples drawn from the supply shall be final and binding.
- ii) Sampling shall be on random sampling method. The Samples shall be drawn by a committee nominated by the GGM, SBU-PC (RP), Jhamarkotra Mines. Sampling shall be in the presence of the supplier's representatives, if present. One part of sample shall be sent to the RSMML's Laboratory at Jhamarkotra for analysis, second part of sample will be given to the representative of the supplier, if present, and third part will remain in the custody of RSMML's Central Stores as umpire sample.
- iii) The sample will be analysed for specifications at RSMM laboratory, Jhamarkotra and will be accepted/rejected based on the Laboratory analysis report, as above.
- iv) In case of any dispute and if so requested by the supplier, within 30 days from the date of Store Discrepancy Report (SDR), the umpire sample shall be sent for testing to an independent laboratory duly accredited by NABL at the cost of supplier. The request of supplier with valid reasons for retesting beyond 30 days can be accepted by the consignee on case to case basis at the sole discretion of RSMML.
- v) The result of the test, as the case may be [point (i), (iii) & (iv)] shall be final & binding on both parties. i.e the supplier & RSMML.
- vi) In case material is not found as per our specifications and is rejected, the supplier shall replace the material within 10 -15 days from the date of intimation to the supplier at his risk & cost and also lift the rejected materials within a period of 3 weeks from the date of intimation of rejection.
- vii) No claim whatsoever on these ground will be entertained.

12.0 **WEIGHTMENT:** The DGM(Stores) or his authorised representative shall be the receiving authority. The place of delivery shall be any designate place at Jhamarkotra Mines/Plant. The tenderer's truck delivering the material should report to him on any working day (Monday is being weekly rest day) between 8.00 A.M. to 3.00 P.M. only. The trucks reporting beyond these hours will be attended only on the next day. The tenderer should furnish the details of truck, weighment slips containing tare weight, gross weight etc. with supply. However the weighment recorded at company's weigh bridge shall be final and binding on the tenderer for the purpose of billing/ payment

### 13.0 **Rates:**

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis i.e. Jhamarkotra Mines. The rates will remain firm & fix during the period of contract of one year. Tenderers are advised to first download BoQ( Price Bid) from the e-procurement site and upload the same after filling it.
- ii) The quoted price shall be on F.O.R. destination basis inclusive of Taxes, Duties, Royalty, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges, Service tax on transportation, Toll taxes etc. Rates shall include and cover all costs, expenses, taxes, duties, levies, royalty etc. and liabilities of every description and all risk of every kind to be taken in execution. No increase in rates on these accounts shall be permitted except provided for in price variation Clause. The Company will deduct applicable taxes as per the prevailing rates from the bills of the Tenderer. RSMML shall not be responsible for any such liability of the Tenderer in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.

### 14.0 **“PRICE VARIATION ”**

The prices will remain firm and fixed till complete execution of the contract. Only the variation in Excise duty ED and CST/RVAT levied by Govt. or imposition of fresh levies or withdrawal of any existing levy directly applicable on the work will be admissible. No escalation /variation on any other ground whatsoever shall be considered or are admissible.

**Escalation/De-Escalation on Government Taxes & Duties:** The tenderer will indicate in his offer the applicable Taxes, duties at the time of opening of Part-I offer. In the event of any increase/decrease in the rates of Excise duty & Cess on ED and CST/RVAT levied by the Government, the difference of the same shall be passed on to the Tenderer/RSMML as the case may be. The subsequent increase shall be payable only on the production of authenticated documentary proof by the Tenderer.

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

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

**16.0 COMPENSATION FOR SHORTFALL IN THE TARGETTED QUANTITY:**

The company will provide quarterly delivery schedule as far as possible, which would be further phased out on monthly basis. The tenderer will have to supply the material in accordance with these schedules.

- a) In case of any shortfall in supply of accepted material in a particular quarter, a predetermined agreed compensation @ 10 % of value of stores of short fall quantity will be levied on tenderer & recovered from their running bills/SD/ any other due payment to the tenderer.
- b) either to purchase from elsewhere, without notice to the tenderer at his risk and cost the shortfall quantity.

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.

**17.0 SECURITY DEPOSIT CUM PERFORMANC 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 equal to 5 % of value of contract by Demand Draft / Bankers Cheque/ Bank Pay Orders or in the form of Bank Guarantee in RSMML Performa from any Public Sector/ICICI/AXIS/HDFC Bank (except SBI) having its branch at Udaipur, which should be valid for a minimum period of 18 months (inclusive of claim period) from the date of RC/ LOA. The security deposit should be furnished within 21 days from the date of issue LOA/RC.
- ii) For the purpose of ascertaining the value of the contract, the price (inclusive of all i.e. duties, taxes, royalty, transportation, insurance etc.) as accepted shall be multiplied by the contracted quantity for a year.
- iii) The BG shall be liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer 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.
- iv) The Company is empowered to recover 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 unsatisfactorily

performance or non fulfillment of any of the conditions of the tender/contract from the S.D.

- v) S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- vi) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the tenderer after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vii) The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee 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.
- viii) 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.
- ix) S.D. should be send to the office of GGM (RP).

#### **18.0 DETERMINATION OF LOWEST BIDDER:**

1. The lowest tenderer shall be determined on the basis of total landed cost of the offered mineral at our Jhamarkotra Mines inclusive of all duties, taxes, transportation & any other charges etc
2. In case RSMML opt for entering into RC with more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
3. **NEGOTIATIONS:** 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.
4. 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.
5. 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.

6. 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.

#### **19.0 TERMS OF PAYMENT & PAYING AUTHORITY:**

- i) 100% payment within 30 days on receipt and acceptance of stores at Jhamarkotra Mines stores.
- ii) Billing & Paying Authority: The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority – The Payment disbursing authority is Head of Finance, RSMML., Jhamarkotra.
- iii) Payment will be made through RTGS. All bank charges/commission, if any, shall be borne by the supplier.

#### **20.0 RIGHT TO REVIEW PERFORMANCE:**

The Company reserves the right to review and assess the performance of the Tenderer at any time during the pendency of the contract period. In case of poor or unsatisfactory performance and/or breach of any of the terms and conditions of the Contract, the Company in its absolute right and discretion may take appropriate action including termination of the contract and cancellation of the contract. The Company shall have absolute right to determine and ascertain the damages of loss suffered by it due to poor performance or breach of the terms and to recover the cost thereof from the tenderer from their Security Deposit or any sum due to the tenderer from the company. No claim whatsoever on this account will be entertained/admissible by the Company.

#### **21.0 SUB-LETTING OF TENDER:**

The Tenderer 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 Tenderer from any liability or obligation under this contract and the Tenderer shall be responsible for all acts, defaults and neglects of the sub-Tenderer, his agents and employees fully as if those are the Tenderer's own acts.

## **22.0 LEGAL & STATUTORY OBLIGATIONS:**

- I) The Tenderer shall also be ascertained and checked for by the company as per the provisions of Mines Act and Metalliferous Mines Regulations and bye-laws made there under. The company may not allow a transport vehicle to ply in mines area if it is found that the same is not fit to be deployed in mines area. The tenderer is to abide by all the statutory rules & regulations relating to mining and/or sales, transportation etc about the offered mineral.
  
- II All the transport vehicles deployed should be fitted with safety devices like audible warning system while reversing, horns, headlights, powerful brakes, etc.

## **23.0 BREACH OF STATUTES:**

The Tenderer shall indemnify the Company against all penalties and liabilities of every kind of breach of any statutes, ordinance, rules and regulations or by-laws as may be applicable for and in the execution of the contract.

## **24.0 PRICE FALL CLAUSE:**

In the event of tenderer accepting lower prices for supplies covered under the contract to any other customer during the pendency of the contract, the lower price and charges will also be applicable to this contract. The tenderer must intimate RSMML as soon as they accept lower prices from any other company including PSU and Govt. Organisation.

## **25.0 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 claims made against RSMML by third parties in respect thereof.

## **26.0 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 within 10 days. Failure to rectify such default/breach may result in termination of the Purchase Order 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 tenderer of the liabilities accruing till the date of such termination.

- b) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- d) 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 tenderer at their last notified address. In such an event the tenderer 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.

**27.0 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 and 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.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

GENERAL MANAGER (MM)

I/We have studied the above terms and conditions and having understand 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

Place & Date:



**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer with telephone No., Fax No., e-mail address etc.				
2	Date of establishment.				
3	Whether Proprietor/Partnership/ Company (Enclose copy of document)				
4	Name of owner/partners Directors with full address.				
5	Name of the Offered Product				
6	Annual turnovers in rupees for last four years.	2011-12	2012-13	2013-14	2014-15
7	PAN No.				
8	TIN No.				
9	Service Tax Registration no.				
10	Entrepreneurs Memorandum no. as per MSMED Act 2006  Nature of Activity (manufacturing/Service)  Category of Enterprise: (Micro/ Small/ Medium )				

11	Banker details: a) Name b) Branch No. c) Address	
12	Bank Account No.	
13	Type of A/c : Saving / Current/CC/ any other	
14	IFSC code	
15	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.	
16	Any other important information related to the tender requirement.	
17	Offered Delivery Period for supply of material from the date of issue of Schedule by RSMML	

Date & Place:

Signature of tenderer with official stamp

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

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

(To be submitted alongwith 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:

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**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)
2. If yes, please furnish the declaration given below.
3. We (Name of Tenderer \_\_\_\_\_), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum no. .... and under category of .....(Manufacturer/Service).
4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:  
Place:

e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER**

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

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

**Note:** Deviations to the tender terms, if any, mentioned any where else ( i.e. in any other document) will not be considered & accepted. RSMML will not entertain any claim of the tenderer on offered such deviations (mentioned anywhere else).

Signature of tenderer with official stamp

Date:  
Place:

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**

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

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CESS on ED	@.....%
CST	@.....%
VAT	@.....%
Service tax	@.....%
Details of Exemption on Duties & Taxes, if any.	.....
Any Other tax/duty	.....

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc. the 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”**

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**CHECK LIST OF TECHNICAL SPECIFICATIONS**

**NAME OF THE OFFERED MINERAL: .....**

S.N	Description		Agreed	Deviation, if any.
<b>CHEMICAL SPECIFICATION OF ADDITIVE MINERAL</b>				
1	<b>A.I.%</b>	<b>Maximum 4.0%</b>		
2	<b>MgO%</b>	<b>Maximum 1.0%</b>		
3	<b>R2O3 %</b>	<b>Maximum 1.0%</b>		
4	<b>CaO%</b>	<b>Minimum 51.0%</b>		
<b>PHYSICAL SPECIFICATION OF ADDITIVE MINERAL</b>				
1	Size	The size of the additive mineral should be in the range of minimum 2 inch to maximum 12 inch. Fines less than 2 inch size is not acceptable.		
2	Degree of Crystallization	The additive mineral should be partially metamorphosed and coarsely crystalline.		
3	Cleavages	The additive mineral should possess cleavage planes along the crystal plane.		

**Note: Test Certificate:** Tenderers are required to submit the test certificate from recognized laboratory of the mineral offered against tender.

Signature of Tenderer with official stamps

Place;-----

Date : -----

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**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 the non-judicial stamp paper of value equal to @ 0.1% of total SD amount or Rs. 200/-, whichever is higher)**

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

Dated \_\_\_\_\_

This Deed of Guarantee executed between \_\_\_\_\_ 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 Contract .

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

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/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.



2. 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. \_\_\_\_\_.

3. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the 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.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/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.

5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC 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 and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ 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.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC 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.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

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

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_(designation) \_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

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

Any person participating in a procurement process shall –

- a) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- b) 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;
- 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.

- 1) 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.

**e TENDER NO. RSMM CO MM NIT 06 2015-16 Dated 10.06.2015**

**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 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 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**

- i) 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.
- ii) 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.