



# **Rajasthan State Mines & Minerals Limited**

(A Government of Rajasthan Enterprise)

**REGISTERED OFFICE:**

C89-90, Lal Kothi Scheme, Janpath  
Jaipur (Rajasthan) India  
Ph.:+91-141-2743734, 2743934  
Fax: +91-141-2743735, 2428739  
CIN No.: U14109RJ1949SGC000505

**CORPORATE OFFICE:**

4, Meera Marg,  
Udaipur – 313 001  
Ph.: -91-294-2428768, 2428763-67  
Fax: +91-294-2428768,  
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/GMB/NIT -15/2014-15

DATED 28.08.2014

**FOR SUPPLY OF HIGH CHROME GRINDING MEDIA  
BALLS (SIZE-50 MM DIA METER)**

LAST DATE OF SUBMISSION: 23.9.2014

UP-TO 6.00 p.m.

DUE FOR OPENING ON: 24.9.2014 at 3.30 p.m.

TENDER COST (NON-REFUNDABLE) RS. 1140/-  
(INCLUSIVE OF VAT)

**(TENDER DOCUMENT IS NON TRANSFERABLE)**



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

**TENDER: NO. RSMM/CO/MM/GMB/NIT- 15/2014-15/**

**Dated 28.8.2014**

**DETAILED NOTICE INVITING TENDER**

Sealed tenders in two parts (Part-I: Techno Commercial Part & Part-II: Price Part) are invited from reputed suppliers as per following details:

Description	Qty.	BID SECURITY (Rs)	Cost of Tender Document	Due Date & time
Supply of High Chrome Grinding Media Balls of size 50 mm dia meter to our Jhamarkotra Mines, Udaipur.	50 MT	Rs.75,000/-	Rs.1140/- (including VAT)	24.9.2014 at 3.30 p.m.

**STANDARD SPECIFICATION:**

- 1 Carbon : 2.0 to 3.50%
- 2 Silicon : 0.30 to 0.90%
- 3 Chromium : 17.0% (minimum)
- 4 Sulphur : 0.06 %( maximum)
- 5 Phosphorus : 0.06 %( maximum)
- 6 Other alloying elements: 1.0 %( maximum)

**Other Specification:**

1. Balls should not have any Blow holes.
2. Balls should be heat treated by suitable method to have uniform hardness of 60 HRC  $\pm$  2HRC at core and surface across any point of cross section.
3. The Balls should have uniform metallographic structure throughout the cross- section.
4. Test certificate of any recognized & independent lab should be provided with every supply to confirm standard & other specifications.
5. Outer surface of balls should be uniform and round.

6. The packing of material should be in suitable bags of 50 kg each.

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening on the basis of documents furnished along with Part –I of the offer in line with tender terms and/or the information gathered by the RSMML about the tenderer. The price bid of only techno-commercially short listed Tenderer(s) will be opened on a later date, which will be informed to such Tenderer(s) only. The decision of the Company shall be final and binding in this regard & company will not entertain any correspondence.

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.

The tender document (non -transferable) can be obtained from the office of FA on the above address on or before 1.00 p.m. of 23.9.2014 on payment of non-refundable tender document fee (including VAT) of Rs.1140/- (Rupees One thousand One hundred forty only) by cash/Demand Draft /Pay order in favor of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender document from our **website [www.rsmm.com/www.sppp.raj.nic.in](http://www.rsmm.com/www.sppp.raj.nic.in)** and furnish their offer along- with the tender document fee in a separate sealed envelop super scribing tender no. & tender document fee, failing which their offer may not be considered.

The tender shall be received by the Office of GM (MM) on or before 23.9.2014 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 24.9.2014 at 3.30 p.m. in the presence of representative of participant tenderer(s), who may like to attend the opening. The prescribed **BID SECURITY of Rs. 75,000/-** (Seventy five thousand only) shall be payable by Demand Draft / Pay order in favour of RSMML payable at Udaipur alongwith part-I of tender, **without which no offer will be considered.** 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, extend due date of sale, submission & opening of tender, to increase/decrease the quantity at any time, to accept/ not to accept offered Grinding Media Balls (50 mm dia meter) to divide the quantity in more than one tenderer etc. without assigning any reason(s) at its sole discretion. No claim whatsoever on these will be entertained or be admissible.

General Manager (MM)

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



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

**Tender No. RSMM/CO/MM/GMB/NIT- 15/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Media Balls of size 50 mm dia.**

### **DUE FOR OPENING ON 24.9.2014 AT 3.30 PM**

The tender documents consist of followings:

Section – I	Instruction for preparation & submission of tender
Section- II	Special Conditions of Contract (SCC)
Annexure – I	General Profile of Tender.
Annexure - II	Undertaking towards Non Suspension/Non Banning
Annexure – III	Registration details under Micro, Small & Medium Enterprises Development Act. 2006.
Annexure – IV	Exceptions and Deviations.
Annexure – V	Undertaking towards acceptance of all the terms & conditions of tender and no condition is mentioned in price bid.
Annexure – VI	Details of Taxes & Duties offered in price bid.
Annexure – VII	Check list to specifications & quantity.
Annexure- VIII	Format of BG towards S.D.
Annexure - IX	Price bid
Annexure - A	Compliance with the Code of Integrity and No Conflict of Interest:
Annexure - B	Declaration by the Bidder regarding qualifications Declaration by the Bidder:
Annexure - C	Grievance Redresses during Procurement Process
Annexure - D	Additional Conditions of Contract

#### **SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER:**

- 1.0** One copy of complete tender document should be sealed & signed as a token of acceptance for its terms and conditions and returned intact along-with part – I (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:
  - 2.1 Sealed Envelop No. 1:** This envelop should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has been purchased from the office of FA, CO and DD/PO towards requisite Bid Security as per provisions mentioned in the tender document. This sealed envelope should be super scribed ‘Tender Document Fee & Bid Security of Tender No. RSMM/CO/MM/NIT-15/2014-15 dated 28.8.2014 for ‘Supply of High Chrome Grinding Media Balls’.

- 2.2 **Sealed Envelop No. 2** : This envelop should contain Part –I, Techno-Commercial BID along-with all supporting documents (except the 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. RSMM/CO/MM/NIT-15/2014-15 dated 28.8.2014 for ‘Supply of High Chrome Grinding Media Balls’.
- There should be no indication of price in the Part- I of offer, if any, will be ignored.
- 2.3 **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 envelop should be super scribed PART – II (Price Part) of Tender No. RSMM/CO/MM/NIT-15/2014-15 dated 28.8.2014 for ‘Supply of High Chrome Grinding Media Balls’.
- 2.4 **Sealed Envelop No. 4**: The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to open without tearing the inner sealed envelopes. The outer cover should be address to GM (MM), RSMML, C.O., Udaipur and super-scribed there on Tender No. RSMM/CO/MM/NIT-15/2014-15 dated 28.8.2014 for ‘Supply of High Chrome Grinding Media Balls’ and the details of above mentioned three envelops.
- 2.5 In case above mentioned pattern for submitting tender document is not followed by the tenderer, their tender is liable to be ignored.
- 3.0 **DELIVERY OF TENDER:**  
The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission/opening of tender happens to be a holiday, than tenders may be submitted/opened on the next day up-to/at prescribed time.
- 3.1 **Late Tender:** The tenders received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.
- 3.2 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.
- 3.3 Tenders other than in the prescribed form and pattern described herein are liable to be ignored as it makes comparison difficult. Offers through Fax/e-mail /telegram will not be considered. Printed conditions on the back of letters originating from Tenderer will be ignored.

**4.0 EXCEPTIONS & DEVIATIONS:**

Tenderers are advised to submit their offer based on the terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be rejected. The tender will furnish the undertaking towards acceptance of specifications, all terms and conditions of tender in Annexure-IV.

In case it is absolutely unavoidable to deviate from tender conditions & if the 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 furnish along-with part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderer should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

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

**6.0** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are sealed and signed by the tenderer.

**7.0 SUPPORTING DOCUMENTS:**

The Tenderer should furnish the following supporting documents along with offer:

- i) Tender fee, if down loaded from our website.
- ii) Demand Draft of Bid Security in the manner specified in tender as per clause no. 2.1 & 14.0.
- iii) Copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as token of acceptance of specification, terms & conditions of tender
- iv) Supporting documents towards tenderer status.
- vi) TIN No.
- vii) PAN no.
- viii) Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure III.
- ix) Duly filled, sealed & signed annexure I to VIII & Annexure A, B, C & D with part one of the tender & annexure IX (Price bid) in separate sealed envelop.

Note: Each & every page of document including copy of tender document & Annexure furnished along-with part I & Part II should be sealed & Signed by the authorized person of the tenderer.

#### **8.0 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 to the execution of the contract, as per the scope and conditions given herein.

#### **9.0 PRICE:**

- i) The tenderer is to offer most competitive rates as per annexure - IX.
- ii) Prices should be offered on PMT basis considering the basic price in MT, Excise duty and CESS on ED, VAT/CST against form "C", packaging & forwarding, transit insurance, Transportation and any other delivery and incidental charges on f.o.r. Jhamarkotra Mines basis, which is about 25 Kms. away from Udaipur.
- iii) Tenderers are requested to mention the rate of excise duty, CST/VAT or any other charges extra; the same must be specifically stated. In the absence of any such stipulation it will be presumed that the price includes all such charges and no claim for the same will be entertained.
- iv) The prices should be offered strictly as per price bid format (Annexure IX).
- v) Tenderer should not mention any conditions/deviation to the terms and conditions of tender in the price bid, if any same will be ignored.
- vi) Our TIN (CST/RST Registration)No. is 08693902289

#### **10.0 PRICE VARIATION:**

The quoted price shall remain firm and fixed till the completion of the supplies. Only variation on account of changes in Taxes & Duties, as below, by the Government it will be considered on production of documentary proof. No escalation/variation on any other grounds whatsoever shall be considered or be admissible.

**Escalation on Government Taxes & Duties:** The tenderer/bidder will indicate in his offer the applicable percentage of Taxes & duties at the time of opening of offer. In the event of any increase/decrease in the Taxes & duties by the Government within the delivery period, as offered in the price bid, the difference of the

same shall be passed on to the Contractor/RSMML as the case may be. The subsequent increase shall be payable only on the production of authentic documentary proof by the Supplier. Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation for increase in the prices of any other item or element.

#### **11.0 AUTHORITY TO SIGN TENDER:**

The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer.

#### **12.0 OPENING OF TENDERS:**

Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule.

#### **13.0 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 within which period the tenderer shall have no right to cancel, withdrawn, amend or modify his offer. In case of cancellation/withdrawal/amendment/modification the Bid Security deposited by the Tenderer, as per clause No.14 hereof shall stand forfeited. This 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 tenderers 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.

#### **14.0 BID SECURITY:**

The tenderer shall deposit (interest free) a sum of **Rs. 75,000/-** (Rs. Seventy five thousand only) as BID SECURITY along-with the tender by Demand Draft/Banker's Pay order. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the Bid security Deposit will not be considered. Cheque or Bank Guarantee will not be accepted towards BID SECURITY.

- 14.1 The BID Security shall be forfeited in the following cases:
- a. If the tenderer cancels, withdraws amends or modifies the offer on its own after submission of tender.



- b. If the tenderer does not submit the prescribed security deposit cum performance guarantee.
- c. If it is established that tenderer has submitted any wrong information/forged document along-with the tender or thereafter.
- d. If the tenderer declines to accept the order placed by the Company, subsequent to acceptance of his offer.
- e. If the tenderer breaches any provision of code of integrity prescribed for bidders as per Annexure- A.

14.2 Bid security of unsuccessful tenderer will be refunded after finalization of tender/validity of the offer has expired. The bid security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee as per contract.

14.3 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 for the fresh tenders. However, the Bid security originally deposited may be taken into consideration in case tenders are re-invited.

14.4 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 Bid security.

14.5 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. 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.

14.6 Except above, no Bid security exemption will be given to any party on any grounds and their offer will liable for exemption.

**15.0 RSMML RIGHTS:** RSMML reserves the following rights:

- a) not to accept any offer or reject any or all the offers.
- 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 tendered quantity at any time.
- d) divide the quantity to more than one tenderer.
- e) to reject the offer, if it is established that the tenderer has submit any wrong & misleading information /forged document along with offer or thereafter. As a result of such change the Company will not entertain any claim of supplier whatsoever.

## **16.0 NEGOTIATIONS:-**

- i) Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv) 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.

## **17.0 TERMINATION:**

- a. In case of failure of tenderer 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 the default or breach within 10 days. Failure to rectify such default/ breach may result into termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default / breach. Such termination shall not absolve the supplier from 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.

**18.0 FORCE MAJEURE:**

If 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.

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

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 in Toto.

Signature of Tenderer with official stamps

Place:  
Date:

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Media Balls of size 50 mm.**

**Section II: SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1.0 SPECIFICATIONS:**

STANDARD SPECIFICATIONS For High Chrome Grinding Media Balls of size 50 mm diameter are as under:

- 1 Carbon : 2 to 3.50%
- 2 Silicon : 0.30 to 0.90%
- 3 Chromium : 17.0% (minimum)
- 4 Sulphur : 0.06% (maximum)
- 5 Phosphorus : 0.06% (maximum)
- 6 Other alloying elements: 1.0% (maximum)

**Other Specification:**

1. Balls should not have any Blow holes
2. The Balls should be heat treated by suitable method to have uniform hardness of 60HRC  $\pm$  2HRC at core and surface across any point of cross section.
3. The Balls should have uniform metallographic structure through out the cross-section.
4. Test certificate of any recognized & independent lab should be provided with every supply to confirm standard & other specifications.
5. Outer surface of balls should be uniform & round.
6. The packing of material should be in suitable bags of 50 kg. each.

**2.0 QUANTITY AND DELIVERY SCHEDULE: 50 MT**

The tenderer is requested to offer minimum possible delivery period for supply of balls. Variation of  $\pm$  5% in weight will be allowed from the tendered quantity for transportation purpose.

- 3.0 Scope of supply:** The scope of supply shall be supply of stores at Jhamarkotra Mines in accordance with the agreed Specification, Terms and conditions of the Order.

**4.0 Evaluation of tenderer:**

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening on the basis of documents furnished along-with Part -I of the offer in line with tender terms and/or the information gathered by the RSMML about the tenderer. The price bid of only techno-commercially shorted Tenderer (s) will be opened on a later date, which will be informed to such Tenderer(s) only. The decision of the Company shall be final and binding in this regard. The company will not entertain any correspondence on this subject.

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.

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

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

**6.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, you will furnish to RSMML, Security Deposit cum Performance Guarantee equal to 5% value of the contract by DD/PO or in the form of Bank Guarantee in the prescribed Performa (annexure – VIII enclosed) from any Public Sector/ICICI/HDFC/AXIS Bank, having its branch at Udaipur within 21 days from the date of issue of LOA/PO. The SECURITY DEPOSIT - CUM PERFORMANCE GUARANTEE should be valid for a period of 24 months including 6 months claim 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 unsatisfactorily 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) S.D should be send to the office of GM (MM), C.O., Udaipur.
- viii) Incase 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

#### **7.0 SAMPLING, TESTING, ACCEPTANCE & REJECTION:**

- i) Sampling shall be on random sampling basis. On receipt of material, sample shall be drawn in the presence of the supplier's representatives, if present, by the committee nominated by the Group General Manager, SBU-PC (RP), Jhamarkotra. One part of sample shall be sent to the RSMML's Laboratory at Jhamarkotra, another part of sample will be given to the representative of the supplier, if present, and the third part will be with the custody of RSMML's Central Stores as umpire sample.
- ii) The sample will be analysed for specifications of Grinding media balls, as above, at RSMML laboratory, Jhamarkotra as per through gravitational method.
- iii) Materials 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 (ii), (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 days from the date of intimation to the supplier at his risk and 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 grounds will be entertained.

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

- i) 100% Payment within 30 days after receipt & acceptance of stores at the consignee end.
- ii) Billing & Paying Authority: The bill in triplicate alongwith all supporting documents should be sent to office of GM (MM) for payment purpose.

- iii) The payment disbursing authority is FA, CO., RSMML, Udaipur.
- iv) Payment will be made through RTGS/NEFT. All bank charges / commission shall be borne by the tenderer/bidder.

#### **9.0 WARRANTY:**

Warranty should be applicable in respect of sub- standard material, Poor workmanship and metallurgy (excluding normal wear and tear) for a period of 12 months from the date of use or 18 months from the date of despatch, whichever is earlier. Defective material should be replaced free of cost by the supplier. Warranty replacement should be completed within one month from the date of claim.

#### **10.0 DETERMINATION OF LOWEST BIDDER:**

- a) The lowest tenderer shall be determined on the basis of total landed cost of the offered Grinding Media Ball inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/exempted/entry tax levied by GoR, input tax credit on Rajasthan VAT (RVAT will be excluded from the total cost) by State/Central Govt. which are applicable directly / indirectly on the supply/use of Grinding Media Balls. On similar basis L2, L3, L4, Tenderer will be determined.
- b) In case RSMML opt for placing the purchase order to more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effect, as above, i.e. input credit of RVAT and/or entry tax, on refusal by L2 tenderer, then to L3 tenderer & so on.
- c) 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.

#### **11.0 CONSIGNEE:**

The Group General Manager, or his authorised officer,  
SBU-PC (Rock Phosphate)  
M/s Rajasthan State Mines & Minerals Ltd,  
JHAMARKOTRA, Via & Distt.– UDAIPUR.

#### **12.0 COMPENSATION FOR DELAYED DELIVERY :**

In the event the tenderer fails to deliver the stores as per the agreed specifications in full/part within the delivery period, the Company shall be entitled at its option:

- 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.

**13.0 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.

**14.0 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,

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

Date & Place :



**Annexure-I****Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.****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)	2013-14	2012-13	2011-12
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006			
10	Banker details: a) Name b) Branch No. c) 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 order.			

Signature of tenderer with official stamp

Date  
Place:

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

**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:

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

**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:

**Annexure – IV**

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

**Exceptions and Deviations**

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

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

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

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

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

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

- I) We confirm that all the terms & conditions of tender are accepted to us and we will supply the High Chrome Grinding Media Balls as per technical specifications of tender.
- II) We hereby undertake that we have not mentioned any condition in the price bid.

Signature of tenderer with official stamp

Date:

Place:

**Annexure – VI**

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

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

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

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CESS on ED	@.....%
CST	@.....%
VAT	@.....%
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. 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:

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

**ACCEPTANCE TO THE SPECIFICATION**

(To be enclosed with part-I of offer)

OFFERED MAKE: \_\_\_\_\_

**‘A’ Standard Specification:**

**GRINDING MEDIA BALLS SIZE 50 MM DIA METER.**

S.No.	Description	Tender specification	Agreed	Deviation if any
1	Carbon	2.0 to 3.50%		
2	Silicon	0.30 to 0.90%		
3	Chromium	17.0% (minimum)		
4	Sulphur	0.06%(maximum)		
5	Phosphorus	0.06%(maximum)		
6	Other alloying elements	1.0%(maximum)		
7	<b>Quantity</b>	<b>50 MT</b>		

**‘B’ Other Specification:**

S.No.	Description	Agreed	Deviation if any
1	Balls should not have any Blow holes		
2	The Balls should be heat treated by suitable method to have uniform hardness of 60HRC $\pm$ 2HRC at core and surface across any point of cross section.		
3	The Balls should have uniform metallographic structure throughout the cross- section.		
4	Test certificate of any recognized & independent lab should be provided with every supply to confirm standard & other specifications.		
5	Outer surface of balls should be uniform and round.		
6	The packing of material should be in suitable bags of 50 kg each.		

We hereby confirm and accept to supply the HIGH CHROME GRINDING MEDIA BALLS 50 MM dia meter as per above specifications.

Signature of Tenderer with official stamps

Date:

Place:

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014  
for Supply of High Chrome Grinding Balls.**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank 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 \_\_\_\_\_ 2014.

## **Annexure -A**

### **Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014 for Supply of High Chrome Grinding Balls.**

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

Any person participating in a procurement process shall –

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

#### **Conflict of Interest:-**

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

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

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

**Annexure -B**

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated  
28.8.2014 for Supply of High Chrome Grinding Balls.**

**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:

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated  
28.8.2014 for Supply of High Chrome Grinding Balls.**

**Grievance Redresses during Procurement Process**

The designation and address of the First Appellate Authority is Mines Department, Government of Rajasthan.

The designation and address of the Second Appellate Authority is Finance Department, Government of Rajasthan.

**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.

- 1) 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.
- 2) 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 .

**3) 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.

**4) Form of Appeal**

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

**5) 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.

**6) 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

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated  
28.8.2014 for Supply of High Chrome Grinding Balls.**

**(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:.....  
.....  
.....

Appellant's signature:

Place & date

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated  
28.8.2014  
for Supply of High Chrome Grinding Balls.**

**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.

**PART II PRICE BID**  
(To be given in separate sealed cover)

**Tender No. RSMM/CO/MM/NIT- 15/GMB/2014-15 dated 28.8.2014**  
**for Supply of High Chrome Grinding Balls.**

Name of the bidder \_\_\_\_\_

SNo.	Description	Price in Rs. / MT
1	Basic Price	
2	Discount @	
3	Sub Total	
4	Excise Duty @__	
5	CESS on ED @	
6	VAT @____ CST @____ against form "C"	
7	Freight, Insurance & other delivery charges up to Jhamarkotra.	
8	Any other cost, pl. specify	
9	Total Landed cost at Jhamarkotra on door delivery basis	

- i) Please quote the duties and taxes as per applicable rate.
- ii) Price shall remain firm and fixed till complete execution of order.
- iii) If any particular item is not applicable, please write "Not applicable".

Signature of Tenderer with official stamps

Place:

Date: