



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office:

C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
Fax: +91-141-2743735

Corporate Office:

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768,63-67
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CIN No.: U14109RJ1949SGC000505

e-mail: ngupta@rsmm.com,
website: www.rsmm.com

TENDER SCHEDULE

TO

NIT NO. RSMM/CO/MM/NIT-16/2015-16 DATED:
23.09.2015

"FOR SUPPLY OF HYDRATED LIME ON RATE CONTRACT BASIS"

LAST DATE OF SUBMISSION OF TENDER: ON 13.10.2015 UP TO 6.00 PM

DUE DATE OF OPEINING : ON 14.10.2015 AT 3.30 PM

COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS.573/-

(INCLUSIVE OF RVAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



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website: www.rsmm.com

NIT NO. RSMM/CO/MM/ NIT- 16/15-16

Dated 23.09.2015

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (i.e. Techno Commercial Part & Price Part) are invited from reputed suppliers for entering into rate contract for a period of one year for supply of 200 MT Hydrated Lime to our SBU-PC, Rock phosphate:

Product Description	Bid Security (in Rs.)	Due Date & time of opening of Part-I of Tender
Hydrated Lime	19,000/-	14.10.2015 at 3.30 p.m.

Detailed specifications:-

Product Name	Hydrated Lime, as per IS-1540 (part II) 1990 or as amended
Characteristic	Grade – C
Available Lime (as Ca (OH) ₂) % by mass.	86 min.
Acid insoluble matter (as SiO ₂) % by mass.	1.50 max.
Magnesia (as MgO) % by mass.	3.0 max.

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening, based on the documents furnished in line with the tender requirement and/ or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially qualified tenderers will be opened on later date, which will be informed separately to the qualified tenderers only. The decision of the company in this regard shall be final and binding on both.

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,CO on the above address on or before 13.10.2015 up to 4.00 PM on payment of non-refundable tender document fee of Rs. 573/- (Rupees Five hundred & seventy three only), inclusive of VAT by Cash/Demand Draft / Pay Order in favour of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender document from websites www.rsmm.com/ www.sppp.raj.nic.in and furnish their offer as per the terms & conditions provided therein with tender document fee and Bid Security in a separate sealed envelope as per clause No.2.0 (i) superseding tender no. & tender document fee & Bid Security towards NIT No. RSMML/CO/MM/NIT-16/15-16 dated 23.09.15 for supply of Hydrated Lime, failing which their offer will not be considered.

The tender shall be received by the Office of the undersigned on or before 13.10.2015 up to 6.00 PM and the part I (techno-commercial bid) of tender will be opened on 14.10.2015 at 3.30 PM in the presence of representative of participant tenderers, who may like to attend the opening. The prescribed Bid Security of Rs.19,000/- (Rs. Nineteen thousand only) shall be in the form of Demand Draft / Pay Order in favour of RSMML payable at Udaipur alongwith part-I of tender, as per clause No.2.0(i) & 12.0. Offers without Bid Security may not be considered. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /email and not in a manner specified in the document are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/opening of tender, to increase/decrease the quantity at any time, divide the quantity in more than one tenderer, accept/not to accept offered Hydrated Lime based on technical requirement of the Company without assigning any reason(s) at its sole discretion.

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

Note: Tenderers are advised to keep visiting our website till due date /extended due date 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/ NIT-16/2015-16 DATED 23.09.2015 FOR SUPPLY OF HYDRATED LIME

The tender document consists of following:

Section-I	Instruction for preparation & submission of tender and General Terms & Conditions.
Section-II	Special Conditions of Contract.
Annexure-I	General Profile of the tenderer.
Annexure-II	Undertaking towards Non Suspension / Non Banning.
Annexure-III	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.
Annexure-IV	Declaration by the tenderer towards their status.
Annexure-V	Undertaking towards acceptance of all terms & conditions of tender and no condition is mentioned in the Price Bid.
Annexure-VI	Exception & Deviations.
Annexure-VII	Details of taxes & Duties offered in the Price bid.
Annexure-VIII	Check list to Specifications & Quantity.
Annexure-IX	B.G. Format
Annexure-X	Price Bid (Part – II of offer)
Annexure- A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure- C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure- D	Additional Conditions of Contract.

SECTION –I:INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

- 1.0** Duly sealed & signed copy of tender document is to be furnished with Part-I of tender as a token of acceptance of its terms and conditions (no page should be detached).
- 2.0** Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super scribed tender no. as mentioned above.
 - i) **Sealed Envelop No. 1:** This envelop should contain DD/PO towards 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 envelop should be superscribed 'Tender Document Fee & Bid Security for tender No. (as mentioned above).

- ii) **Sealed Envelop No. 2:** This envelop should contain Part -I: Techno-Commercial BID alongwith all supporting documents (except the tender document fees, Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part - I of tender No (as mentioned above).

The tenderer / bidder should give a declaration with Part - 1 of the offer that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be treated as non responsive.

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART - II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer may 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 last date of submission / opening of tender happen to be a holiday, then tenders shall be submitted/ opened on the next working day upto/ 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.

- 4.0** RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
- 5.0** Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail /telegram will not be considered at all.
- 6.0** Printed conditions on the back of letters originating from Tenderer will be ignored.
- 7.0** **EXCEPTION & DEVIATION:** Tenderers are advised to submit their offer based on 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 ignored. 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 furnished alongwith 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. Tenderers 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.

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

Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed & stamped by 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/encountered to the execution of the contract, as per the scope and conditions given herein

9.0 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. The authorization letter should be enclosed.

10.0 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.

11.0 VALIDITY

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **Four months** from the date/extended date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/modification the bid security deposited by the Tenderer, as per clause No. 12.0 (Section-I) hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

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

12.0 BID SECURITY :

- a) The tenderer shall deposit (interest free) prescribed Bid Security of Rs.19,000/- alongwith the tender by Demand Draft/PO/Banker's cheque. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite Bid Security will not be considered. Bid Security in any manner other than DD/PO/BC will not be accepted.
- b) While opening of the tender, the envelope containing bid security will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner

will not be considered. However, tender opening committee may decide the opening of the bid (Part - I).

c) **The BID SECURITY shall be forfeited in case of:**

- If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after the last time & date for submission of tender and during the validity period.
 - If it is established that tenderer have submitted any wrong information/forged document along-with the tender or thereafter/ found indulge in unfair trade practices.
 - If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - If the tenderer does not submit the security deposit cum performance guarantee.
 - If the tenderer breaches any promising provision of code of integrity prescribed for tenderer as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender in case 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.

- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

13.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS (except State bank of India) Bank having its Branch at Udaipur, within 21 days from the date of LOA/RC. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the 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.
- iii) 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.
- iv) The Bank Guarantee/ 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 are granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vi) 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.
- vii) 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, or as amended/ revised.
- viii) S.D. should be send to the office of GGM (RP), Jhamarkotra.

14.0 COMPENSATION FOR DELAYED COMPLETION: In the event of the tenderer fail to deliver the stores as per agreed specifications in full/part as per delivery period, the Company shall be entitled at its option either:

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

OR

- c) to cancel the contract.

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

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

If at any time before the commencement of the supply 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 supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

16.0 TERMINATION:

1. In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
2. 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.
3. 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.

17.0 FORCE MAJEURE: At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government/statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveriesand/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.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

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

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

Signature of Tenderer with official stamps

Date :

Place:

SECTION -II : SPECIAL CONCIDITIONS OF CONTRACT:**2.1 SPECIFICATIONS OF HYDRATED LIME:**

Product Name	Hydrated Lime, IS-1540 (part II) 1990 or as amended
Characteristic	Grade – C
Available Lime as (Ca (OH) ₂) % by mass	86 min.
Acid insoluble matter (as SiO ₂) % by mass	1.50 max.
Magnesia (as MgO) % by mass	3.0 max.

NOTE:

- (a) Company may accept material having available lime below 86% and up to 84% at its sole discretion on pro-rata reduction in the rates considering the basic value of 86%.
- (b) The material having available lime below 84% will not be accepted in any case.
- (c) The material so rejected in either of above cases shall be replaced by the tenderer at its risk and cost.
- (d) The tenderer should check the relevant IS standard in accordance to the specification of the Hydrated Lime as above and in case there is any change in IS Number copy of the same is to be enclosed alongwith the tender.

2.2 SCOPE OF SUPPLY:

- A. The scope of supply shall be the delivery of stores by the tenderer in accordance with agreed Specifications, Terms and Conditions.
- B. The tenderer shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, specifications and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- C. The tenderer shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

2.3 QUANTITY: 200 MT

The supply of Hydrated Lime will be taken in the phased manner during the period of the contract. The supply has to be made as per delivery schedule placed by the Consignee or his authorised Officer during the period of contract. As far as possible monthly schedule will

be informed to the party well in advance. The scheduled quantity may vary depending upon the requirement of the company as per the operational needs.

In case company opt for keeping more than one supplier, then the tendered quantity will be distributed in a appropriate ratio between the suppliers depending upon their nos. Company may allocate higher quantity to the tenderer(s) in order of their ranking based on initially offered rates.

RSMML can increase the quantity of contract up to 50% on same rate, terms and conditions. Delivery / Contract period will also extended proportionately.

2.4 PERIOD OF CONTRACT: One year from the date of issue of RC.

2.5 DELIVERY PERIOD:

The tenderer is required to offer minimum possible delivery period and the delivery has to made as per delivery schedule given by the consignee.

2.6 EVALUATION CRITERIA:

The Techno-commercial suitability of the offers will be ascertained on the basis of documents submitted alongwith Part -I of the offer in reference to tender terms and /or the information gathered by the RSMML about the tenderer. The price offer 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 /banning period.

2.7. DELIVERY BASIS: On 'f.o.r.' door delivery basis to our Jhamarkotra Mines, Jhamarkotra, Udaipur.

2.8 WEIGHMENT:

The DGM (Stores) or his authorized representative shall be the receiving authority. The place of delivery shall be any designated place at Jhamarkotra Mines. The tenderer's truck delivering the material should report to him on any working day (Monday is weekly rest day) between 8.00 A.M. to 2.00 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 & net weight etc. with each supply. However the

weighment recorded at company's weighbridge shall be final and binding on the tenderer for the purpose of billing/ payment.

2.9. SAMPLING, TESTING & INSPECTION:

- 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 as per IS- 1514 (1990) procedure 9.2 by sugar method, as above, at RSMM laboratory, Jhamarkotra.
- 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 ground will be entertained.

2.10 RATES :

- i) **Prices** to be quoted in separate sealed cover as per Performa enclosed herewith, (Price bid - Part II), Annexure-'X', (There should be no enclosure with price bid)
- ii) The prices are to be offered strictly as per Annexure – X of Price Bid considering the pet coke Grade 'A' price (basic price of pet coke Grade 'A') of DTA Refinery of M/s Reliance Industries Ltd., **@ Rs. 5750/- PMT as on 23.09.2015**. The quoted Prices should be on f.o.r. destination basis.

- iii) The quoted rate shall remain firm & fixed during the complete execution of the contract. Only the variation on account of price variation clause No. 2.11 will be considered or be admissible.
- iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of Hyd. Lime must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.
- v) The price quoted should be both in figures and in words. In case of any discrepancy between the figures and written words, the lower of the two shall be taken as the quoted price for comparison.
- vi) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full with date.

2.11 PRICE VARIATION:

2.11.1 The quoted price shall remain firm and fixed during the period of contract. Only variation on account of changes in Taxes & Duties by the Government and basic price of pet coke subject to submission of documentary proof to this effect will be admissible.

2.11.2 Escalation on Government Taxes & Duties: The tenderer will indicate in his offer the applicable Taxes & Duties at the time of opening of Part-I of offer. In the event of any increase/decrease in the Taxes & duties directly reflecting on the invoices, by the Government within the delivery schedule, the difference of the same shall be passed on to the supplier /RSMML as the case may be. The increase shall be payable only on the production of authenticated documentary proof by the Supplier.

2.11.3 Price variation due to change in pet coke price: 20% of the basic price of hydrated lime on PMT basis excluding excise duty, sales tax, freight, insurance, loading, unloading & other delivery charges upto Jhamarkotra shall be treated as component of pet coke cost. In case of increase / decrease in the basic price of pet coke Grade 'A' ex DTA Refinery of M/s Reliance Industries Ltd., after date of submission of tender, the pet coke component of the quoted rate for hydrated lime shall be increased / decreased on pro- rata basis. The basic rate of pet coke **shall be taken as Rs. 5750/- PMT as on 23.09.2015.**

Example

- i. Price of Hydrate Lime excluding E.D., ST, Transportation, loading and unloading charges = Rs. 2000/- MT.
- ii. 20% pet coke component of price of hydrated lime @ Rs. 2000/- MT (2000 x 20%) = Rs. 400/-.
- iii. Pet coke basic price of M/s RIL at the time of tender = Rs. 5750/- PMT.
- iv. Revised pet coke price of M/s RIL = Rs. 6850/- PMT
- v. % increase in the pet coke price = $\frac{6850-5750}{5750} = 19.13\%$
- vi. % increase in the pet coke component of hydrated lime on PMT basis $400 \times 19.13\% = \text{Rs. } 76.52/-$
- vii. New prices of hydrated lime on PMT basis will be Rs. 2000/- + Rs. 76.52/- = Rs. 2076.52/- PMT

2.11.4 Tenderer have to provide a self attested / certified copy of invoice/pricelist of Pet Coke Grade 'A' showing the revised price of M/s Reliance Industries Ltd., Jamnagar, clearly mentioning the basic price & rate of Excise Duty along with each supply.

In the event, tenderer fails to supply the hydrated lime as per the delivery schedule in a particular month and price of pet coke of M/s RIL undergo a change in the month, then the lower of the two prices (i.e. of the month of delivery schedule and that of the month of the actual delivery) would be taken for computing the price variation.

2.11.5 Save and except as aforesaid, the supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element whether in respect of electrical charges, high speed diesel, oil, lubricants, tyres, tubes, spares, wages or Minimum Wages of workmen either statutory or contractual under any settlement or award or otherwise or on any other ground/or reason whatsoever.

2.12 TERMS OF PAYMENT & PAYING AUTHORITY :

- i) 100% Payment within 30 days after receipt and acceptance of stores by consignee.
- ii) **Billing & Paying Authority** : The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority - **Head of Finance, Jhamarkotra Mines, RSMML.**

- iii) Payment will be made through RTGS/NEFT. All bank charges/commission shall be borne by the contractor.

2.13 CONSIGNEE: The Consignee is:
The Group General Manager, SBU-PC(RP)
Or his authorised representative
Rajasthan State Mines & Minerals Ltd.
Jhamarkotra Mines.

2.14 TECHNICAL DATA:
Store shall confirm the technical specification as per clause 2.1 of section- II. In case the tenderer is on the rate/running contract with the DGS&D, a copy of Rate/Running contract of DGS&D will also be furnished by the tenderer.

2.15 INDIAN / B. S. S. STANDARD :
All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to B.S.S.

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

- i) Bid Security & Tender document fee in the manner specified in tender as per clause No. 12.0 and 2.0.
- ii) 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.
- iii) Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure III
- iv) Duly filled annexure – I to IX & Annexure A to D with Part-I of offer and annexure X (Price Bid) in separate sealed cover.
- v) Any other document, if relevant, in support of tender conditions.

Note: Each & every document including copy of tender document & Annexures furnished alongwith part I & Part II should be sealed and signed by the authorised person of the tenderer.

2.17 RSMML Rights : RSMML reserves the right-

- i) to accept any offers 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 divide the quantity in to more than one tenderer.
- v) to enter into parallel rate contract after award of contract.
- vi) to increase/decrease the period of contract.
- vii) The decision of the Company in above regards shall be final and bidding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

2.18 DETERMINATION OF LOWEST BIDDER:

- a. The lowest tenderer shall be determined on the basis of total landed cost of the offered Hydrated Lime at our Jhamarkotra Mines inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/exempted/input tax credit on RVAT, Entry tax levied by GoR on inter state purchase on Hydrated Lime, etc. by the State/Central Govt. which are applicable directly / indirectly on the supply/use of Hydrated Lime. On similar basis L2, L3, L4,..... Tenderers 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 VAT & 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.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

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

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place & Date

Annexure - 'I'

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015
for Supply of Hydrated Lime
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/ Bonafide Dealer/any other.			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years (in lacs)	2014-15	2013-14	2012-13
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: a) Name a) Branch No. b) Address			
11	Bank Account No.			
12	Type of A/c :Saving / Current/CC/ any other			
13	IFSC code			
14	Are you exempted from paying; custom Duty/Excise Duty/Sales Tax, if yes give details.			
15	Any other important information related to the Tender requirement.			
16	Offered Delivery Period for supply of material from the date of issue of delivery schedule.			

Signature of tenderer with official stamp

Date :

Place :

Annexure - 'II'

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015
for Supply of Hydrated Lime

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.

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

Name of the Tenderer: _____

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

Signature of Tenderer with official stamp

Place:

Date:

Annexure-III

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015
for supply of Hydrated Lime

(To be submitted with PART – I Technical Bid)

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

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

Signature of tenderer with official stamp

Date:
Place:

Annexure - IV

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015
for Supply of Hydrated Lime

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

DECLARATION BY TENDERER

I/We declare that I am/ We are bonafide/manufacturer/Whole Sellers/ Sole distributor/Authorised dealer/dealers/ Sole selling/ Marketing agent in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of tenderer with official stamp

Date:

Place:

Annexure – V

Tender No. RSMM/CO/MM/NIT –16/2015-16 dated 23.09.2015
for Supply of Hydrated Lime

(To be submitted with PART – I Technical Bid)

**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 Hydrated Lime 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:

Exceptions and Deviations

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015
for supply of Hydrated Lime

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

Date:

Place:

Annexure - VII

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015

for supply of Hydrated Lime

(To be submitted with PART – I Technical Bid)

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer _____

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

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

Signature of tenderer with official stamp

Date:
Place:

Annexure - VIII

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015

for Supply of Hydrated Lime

Check List to Technical Specifications

(To be submitted with PART – I Technical Bid)

DESCRIPTION	SPEC.	Deviation, if any
Product Name	Hydrated Lime, IS-1540 (part II) 1990 or as amended	
Characteristic	Grade – C	
Available Lime (as Ca (OH) ₂) % by mass	86 min	
Acid insoluble matter (as SiO ₂) % by mass	1.50 max	
Magnesia (as MgO) % by mass	3.0 max	

NOTE:

- (a) Company may accept material having available lime below 86% and up to 84% at its sole discretion on pro-rata reduction in the rates considering the basic value of 86%.
- (b) The material having available lime below 84% will not be accepted in any case.

Signature of Tenderer with official stamps

Place ;

Date :

Annexure -IX

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 or as amended/ revised)

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.

Annexure 'X'

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

Tender No. RSMM/CO/MM/NIT -16/2015-16 dated 23.09.2015
SUB: Supply of Hydrated Lime

Name of the bidder _____

S. No.	Description	Price in Rs. / Per MT
1	Basic Price	
2	Discount @	
3	Sub Total	
4	Excise Duty @___	
5	VAT/CST against 'C' form.	
6	Freight, Insurance, Loading & Unloading and other delivery charges up to Jhamarkotra.	
7	Any other cost, pl. specify	
8	Total Landed cost at Jhamarkotra	

We certify that the offered basic price is considering Pet Coke, Grade 'A' price of DTA Refinery of M/s RIL @ Rs.5750/- PMT as on 23.09.2015 mentioned in clause No. 2.10(ii) of SCC.

Signature of Tenderer with official stamps

Place:
Date:

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

Any person participating in a procurement process shall –

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

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.

- j) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the bid; or
 - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved.

However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
- g)** Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B : Declaration by the Bidder regarding qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

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

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

1) Filing an appeal

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

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

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

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be

4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations ;
- d) Cancellation of a procurement process;

e) Applicability of the provisions of confidentiality.

5) Form of Appeal

- α) 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;
- β) 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.
- χ) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6) Fee for filing appeal

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

7) Procedure for disposal of appeal

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

FORM NO.1

(See rule 83)

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

Appeal No..... of
Before the(First /Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s) :
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :
6. Ground _____ of _____ appeal
:.....
.....
.....
.....(Supported
by an affidavit)
7. Prayer:.....
.....
.....
.....

Place :

Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

2. 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.

3. 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.

4. 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.