



**RAJASTHAN STATE MINES & MINERALS LIMITED**  
**(A Government of Rajasthan Enterprises)**

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**TENDER DOCUMENT**  
**TO**

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015 FOR**  
**SUPPLY OF HDPE WOVEN OPEN MOUTH TYPE INSIDE LAMINATED SACKS**

S.n	Description	Date	Time
1	Publishing Date	04.11.2015	4.00 p.m.
2	Document Download/Sale Start Date	04.11.2015	5.00 p.m.
3	Document Download /Sale End Date	02.12.2015	6.00 p.m.
4	Bid Submission Start Date	04.11.2015	6.00 p.m.
5	Bid Submission Closing Date	02.12.2015	6.00 p.m.
6	Techno-Commercial Bid Opening Date	03.12.2015	3.00 p.m.
7	Submission Demand Draft / Bankers Cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security.	02.12.2015	Upto 6.00 p.m. upto 02.12.2015
8	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders.	
9	Websites for downloading tender documents/ corrigendum etc.	<a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> <a href="http://www.rsmm.com">www.rsmm.com</a> <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>	
10	Website for submission of tender only online	<a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a>	
11	Tender Document Fees	Rs. 1145/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	
12	RISL Processing Fees	Rs. 1000/- in favour of "MD RISL" payable at Jaipur.	
13	Bid Security	Rs. 4,42,000 /- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015**

**FOR SUPPLY OF HDPE WOVEN OPEN MOUTH TYPE INSIDE  
LAMINATED SACKS**

General	Instruction for preparation & submission of tender and General Conditions of e-Tender
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Annexure- III	Registration details as per Micro, Small & Medium Enterprises Development Act,2006.
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Annexure- VI	Details of inspecting agencies, preferably NABL accredited.
Annexure- VII	Printing matter on Bags.
Annexure- VIII	B.G. Format.
Annexure-A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure-C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure-D	Additional Conditions of Contract.

**SECTION -1: Instructions for preparation & submission of e-Tender and Conditions of e-Tender:**

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

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- ii) No physical/offline Tender/bid shall be accepted.
- iii) The Bid Security and Tender document fee shall be in the form of Demand Draft / Bankers Cheque drawn in favour of “**Rajasthan State Mines & Minerals Limited**” payable at Udaipur and shall be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur up to schedule date and time as above.
- iv) The Processing Fee shall be in the form of Demand Draft / Banker Cheque drawn in favour of “**MD RISL**” payable at Jaipur and shall also be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur up to schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.

- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :

Telephone No. 1800 3070 2232, 0141-4022688, 0141- 4022688 (Help Desk 10.00 AM to 6.00 PM on all working days), email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme,Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.

Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiii) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- xiv) Tenderer shall be responsible for Supply of ammonium nitrate at site destinations.
- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**

- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed :

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.

**COVER-A**

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and processing fees.
- ii) Scanned copy of sealed & signed tender document.
- iii) General profile of tenderer as per annexure-I, Undertaking towards non suspension/ non banning as per annexure-II, Registration details as per MSMED Act, 2006 as per annexure-III.
- iv) Undertaking towards acceptance of specifications, all terms & conditions of tender as per annexure-IV.
- v) Details of taxes & duties offered in price bid as per annexure-V. In case the tenderer is availing any exemption/ concession on ED,CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./agencies should be enclosed.
- vi) Details of inspecting agencies, preferably NABL accredited, as per Annexure-VI.
- vii) Printing matter confirmation as per Annexure-VII.

**COVER-B**

- i) Documents towards tenderer status i.e. manufacturer of HDPE Bags & annual manufacturing capacity of Bags.
- ii) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.

**COVER-C**

**Price Bid in xls format.**

**2.0 SUBMISSION & OPENING OF TENDERS:**

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of

bids happens to be a holiday, then the bids shall be opened on the next working day.

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

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

### **3.0 SPECIFICATIONS FOR LAMINATED HDPE BAGS:**

**3.1** The standard shall be confirmed to IS 9755:1999 or amended thereafter and the references made therein prescribes the requirements.

**3.2** The general specification of the sacks required for packing of Rock Phosphate powder are given here under:

S.N.	Description	Specification
1	Size (width x length)	20" x 31"
2	Mesh	10 x 10
3	Denier	Plus 1150
4	Weight	112 gms.
5	Final Colour	Yellow or as decided by RSMML
6	Lamination (Inside)	100 gauge (LDPE1070LA17)
7	Printing	Single side double colour
8	Nominal Capacity	50 Kgs.

### **3.3 MANUFACTURER:**

a) **Fabric:**-The fabric used in the manufacturing of HDPE Woven sacks shall be woven from HDPE tapes (see IS 6192:1994). The maximum width of tapes used for making fabrics shall be not

less than 2.5 mm and the linear density of the tape shall be minimum 1150 denier.

- b) **Lamination:**-The sacs shall be laminated with LDPE film of uniform thickness with a minimum mass of 23 g/m<sup>2</sup> ±10 %. The material (LDPE) used for lamination of the sacks shall be a virgin material.
- c) **Seam:**-The sacks seam shall be only at the bottom. The stitching shall be done with two rows of chain stitch. The two rows of stitches should be separated from each other by about 5mm and the outer row of stitching should be approximately 8mm from the outer edge of the sacks. The stitching shall be done with double fold over seam to a depth of 25mm, so that the stitches pass through a minimum of six layers of the fabric. The number of stitches/ dm shall be 14± 2. The chain stitches shall be as recommended in IS 10789/ISO 4915.
- d) **Threading & Stitching:**- The material used for stitching shall be HDPE tap or any other thread suitable for the purpose, compatible to the product being packed in the sacks. The HDPE tape used for stitching shall have at least 20% higher denier than that used for making of the sacks. The stitching shall be uniform without any loose thread or knot.
- e) **Mouth of the sacks:**- The mouth of the sacks should be heat cut, so that the tapes do not fray. The mouth of the sacks should be completely open.
- f) **Capacity:**- The sacks shall have nominal capacity of 50 Kgs for packing of Rock Phosphate powder.

### 3.4 REQUIREMENTS:

**Breaking strength:** The breaking strength of fabrics and seam breaking strength of sacks shall be confirming to IS 9755:1999 (amended).

**Dimensions:** The outside dimension (W x L) shall be 20"x31" subject to a tolerance of plus 20 minus 10mm for both width and length.

**Weight/ Mass:** The weight/ Mass of each sack should be 112 gms and shall be subject to the following tolerance:

**Tolerance:**

- (a) On a bale of 500 sacks (excluding packing material) ± 3%.
- (b) On a individual sacks ± 6%.

However, for the payment purpose the average weight of the sacks will be as per third party inspection report/RSMML inspection report/RSMML's appointed agency's inspection report shall be final with upper limit of 112 gm.

### **3.5 MARKING AND PACKING:**

Marking: The sacks shall be printed with the information as required by the RSMML using suitable inks. The shade of the inks should not vary from sack to sack. The printing matter for single side is as per details at Annexure-VII, which is subject to variation as per requirement time to time. Tenderer is to be take confirmation from consignee/ EIC about any changes in printing matter against each delivery schedule.

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

### **4.0 QUALITY OF BAGS:**

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

### **5.0 SCOPE OF SUPPLY:**

The Scope of Supply shall be the delivery of stores by the supplier as per tender provisions and its schedule appended hereto, in accordance with the Term and conditions of the Tender.

The supplier shall be deemed to have carefully examined and have knowledge of the general and other conditions, schedules, drawings and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.

The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the drawings, specification data and assignment or subcontracting. Any approval which the Company may have given in respect of the stores, materials or other particulars of the workmanship involved in the contract (whether with or without test carried out by the supplier or Company) shall not bind the Company and notwithstanding any approval or acceptance given by the company it shall be lawful for the Company to reject the material on arrival at site if it is found after inspection that the stores supplied by the supplier are not in conformity with the contract in all respects.

### **6.0 QUANTITY & DELIVERY SCHEDULE:**

15,00,000 Bags Annual.

The supply of bags will be taken in the phased manner during the period of the contract. Consignee will place delivery schedule for supply in advance by 21 days. However, tenderer will pre-pone the delivery in case of urgency. Tenderer will execute all delivery schedule placed within the contract period i.e. upto the last date of validity of contract. The supply is required at the grinding unit located at our Jhamarkotra Mines on f.o.r. destination basis.

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

The tentative monthly schedule will be informed to the Supplier giving at least 21 days as supply period. In case of any change in the delivery schedule an advance notice of 10 days shall be given.

RSMML reserves the right to alter/ modify the delivery schedule and the tenderer have to adhere to the same forthwith and shall effect the supplies of sacks accordingly without any extra cost to the Company.

In the event the tenderer fails to supply the bags as per the delivery schedule/ extended delivery schedule of a particular month and the price of HDPE undergoes a change in that month, then lower of the two prices ( i.e. applicable on the 1st day of the month of original/ extended delivery schedule and that on 1st day of the month of actual delivery) would be taken for computing the due payment.

The quantity of bags may be increased/decreased by RSMML without giving any reason to the supplier. In all such cases the supplier shall not be entitled to claim any compensation for reductions or increase in the quantity of bags to be supplied under the contract. The decision of the Company for increasing or decreasing the quantity of bags to be supplied shall be final.

#### **7.0 CONTRACT PERIOD:**

One year from the date of issue of LOA/RC.

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

The tenderer must have a HDPE bag manufacturing unit having adequate capacity.

The tender received will be evaluated on the basis of pre-qualifying criteria & the documents furnished in lieu of tender terms and/or information gathered by RSMML about the tenderer.

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

The price bid of only qualified & Techno-commercially accepted tenderer(s) will be opened



## **9.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 months from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/amendment/ modification in the offered tender, the earnest money deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

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

## **10.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:**

- a) The tenderer shall deposit (interest free) a sum of Rs. 4,42,000/- (Rupees Four lac forty two thousand only) as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,145/- (inclusive of VAT) towards tender document fees and Rs. 1000/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders only to the office of GM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

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

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

- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
- ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
- iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.

- iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (f) Incase of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI units of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of the offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

**11.0 CONSIGNEE:**

The Group General Manager, SBU-PC (RP)  
or his authorised officer  
Rajasthan State Mines & Minerals Ltd.,  
Jhamarkotra Mines,  
Udaipur (Raj.) - 313 001

**12.0 RSMML's RIGHT:**

The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in these regard shall be final and binding.

- 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 quantity
- d) to enter into RC with more than one tenderer dividing quantities.

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

**13.0 INSPECTION:**

- a) Tenderer will supply the bags duly inspected by reputed third party inspection agency, preferably NABL accredited, in accordance to relevant IS and the cost of such inspection will be borne by them. Tenderer will enclose the test certificate of third party along with each supply. Tenderer will furnish the names of inspection agencies along with tender as per annexure VI.
- b) However, Company reserves the right to inspect bags by themselves or by any agency appointed by RSMML at factory premises /destination at its cost.
- c) The LOT for the purpose of testing and inspection shall comprise of the bags intended and/or received under one particular bill of supply.
- d) Though detailed inspection shall be insisted at the time of procurement of these bags, yet RSMML may, in time of emergency or otherwise accept bags by sample inspection. Such inspection shall be carried out by the authorized officers / agencies of RSMML.
- e) The supplier may ask for one more joint inspection in case of rejection.
- f) All rejected bags /lots shall have to be lifted by the suppliers at their own cost immediately on hearing from the officer in-charge of the Company but in no case later than one week from such notice. If the suppliers do not lift the bags within seven days then the company shall not be held responsible for any losses or damages to these rejected bags.
- g) The lot of bags once rejected by the agencies designated for this purpose can not be offered for re-inspection under any circumstances. Suppliers making such offer for re-inspection would face cancellation of the entire order. Also in such cases the company reserves the right to procure additional supplies from another sources at the risk and cost of the supplier.

**14.0 RATES:**

- a) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- b) Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from

the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal.

- c) The quoted price will remain firm and fixed till complete execution of contract. The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc.
- d) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
- e) The tenderer has to quote the price considering the basic ex-factory Price of HDPE E-52009 and LDPE 1070LA17 granules of M/s Reliance Industries Limited as on 1.11.2015 @ Rs.89,440/- PMT & Rs. 94,870 PMT respectively considering in a proportion of HDPE & LDPE as 92 gms : 20 gms..
- f) For any revision in the prices of HDPE granules, prorata revision in the basic price based on the weight of bags, shall be allowed.
- g) The quoted price shall remain firm and fix till complete execution of contract /completion of quantity of HDPE Sacks against LOA/RC. No revision in the prices shall be allowed during the contract period on any ground whatsoever except that the change in the price of HDPE granules of RIL makes E 52009 as per price variation formula, as below.
- h) Costs like conversion & printing, colouring charges, transportation, insurance, delivery charges or any other cost shall not form part of the price variation and the same shall remain firm and fixed as above.**

## **15.0 PRICE VARIATION:**

- 15.1** The price variation (increase/decrease) will be computed by taking weight of bags as 112 gms or on average weight of bags received & accepted by RSMML, whichever is lower. In case, it is found that the average weight of the received bags is lower than 112 gram, the basic price of bags for 112 gram will be reduced on the prorata basis & taxes, duties thereof.

The price variation linked to Raffia prices will be computed only on the basis of basic Ex-factory credit price of HDPE grade E- 52009 of M/s Reliance Industries Ltd. lower of the two rates i.e. prevailing on the first working day of the month of delivery of bags as per delivery schedule extended and that prevailing on the first working day of the month of actual delivery of the bags, will be taken for computing the price variation.

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

- 15.3** An example to operate Price Variation clause is as given under :

S. N.	Description	Price increase	Price decrease
1	Basic price of 112 gram (HDPE) on the basis of HDPE price as per contract or pro rata price as per actual weight.	Rs. 10.5265	Rs.10.5265
2	Difference in the price of 112 gms HDPE (increased / decreased considering the price variation by Rs.2000 PMT (*).	(+) .224	(-) .224
3	Conversion charges single side double colour printing.	1.00	1.00
4	Sub total	11.7505	11.3025
5	ED @ 12.5 % (As applicable)	1.4688	1.4128
6	Sub total	13.2193	12.7153
7	CST/VAT @ 5% (as the case may be & as applicable)	0.6609	0.6357
8	Transportation and other delivery charges etc.	0.05	0.05
9	Total landed price per bag	13.9302	13.4010

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

#### **16.0 PRICE FALL CLAUSE :**

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

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

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

The rate of Excise Duty, if applicable, should be specified against the item of stores to which it applies. Wherever concessions, if any, are available they should also be indicated.

- d) Any other tax, duties or levies by any name or form should be indicated in similar manner as in (a) and (b) above. The firms availing any incentive should mention in the tender.
- e) In the absence of clear stipulation stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.

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

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

**19.0 COMPENSATION FOR DELAYED DELIVERY:**

Should the supplier fails to deliver the stores in full/part within the delivery date or the stores are rejected, Company shall be entitled at its option either:

- a) to recover from the supplier as agreed predetermined compensation @ ½ % of the value of the undelivered stores, for each Week or part thereof, delivery has been delayed, subject to a maximum of 5% of value of undelivered store.
- b) either to purchase the Stores in full/ part from elsewhere, without notice to supplier at his risk and cost, for 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.

**20.0 SECURITY DEPOSIT CUM PERFORMANC GUARANTEE :**

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, supplier will furnish to RSMML, Security Deposit cum Performance Guarantee of 5% of estimated value of contract by way of Demand Draft or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/HDFC/AXIS Bank (except State Bank of India) having its branch at Udaipur within 21 days from the date of issue of LOA/RC. The security cum performance guarantee should be valid for a period of 6 month in excess of the contract 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, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher or as amended / revised.
- viii) Bank Guarantee/S.D. should be send to the office of GGM (SBU&PC), RP- Jhamarkotra.

## **21.0 DETERMINATION OF LOWEST BIDDER:**

- 21.1** The lowest tenderer will be determine on the basis of total calculated landed cost of HDPE Bags at our Jhamarkotra Mines including the basic price, conversion & printing charges, ED, CST. (excluding Rajasthan VAT), Freight, Insurance, Loading & Unloading & any other delivery charges up to destination and giving effect of direct/indirect tax/duties/levies imposed by Govt. of Rajasthan /Central Govt. on supply of tendered items i.e. entry tax ( however, will be borne and deposited by RSMML) etc.
- 21.2** In case RSMML opt for placement of order to more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effects of ITC on RVAT & Entry tax, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
- 21.3** 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-tender, or company may take any other suitable action as deemed fit looking to the exigency of the work.
- 21.4** It is clarified that as per notification issued by Finance Deptt., GoR, entry tax @ 5% is leviable on interstate purchase of HDPE bags. Entry

tax will be borne and deposited by RSMML. However, total landed cost of HDPE bags will be worked out giving effect of entry tax. Similarly, input tax credit of Rajasthan VAT is available to RSMML for HDPE bags. Therefore, the effect of this will also be given while working out total landed cost.

**NEGOTIATIONS:**

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

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

- a) The supplier will submit their invoices in three copies with delivery challan, receipt, etc for the bags supplied, taking into consideration the rates as applicable.
- b) The invoice should clearly show the Basic Price, conversion, printing & Colouring charges, Excise Duty & Sales Tax etc.(if any).
- c) The invoice should be accompanied with the price list of HDPE E-52009 of M/s Reliance Industries Ltd. of the first day of the month during which supplies made and/or first day of the month in which supply are due as per original delivery schedule. Lower of the two rates prevailing on first working day of the months shall be taken for payment. Price list should be certified by the supplier.
- d) Supplier should provide test certificate of their laboratory for each consignment alongwith weight of each bale.
- e) The 100% payment of the invoices will be made within 30 days of receipt and acceptance of material, the inspection & testing of bags at destination by the agency designated by RSMML.
- f) Payment will be made through RTGS. All bank charges/commission, if any, shall be borne by the supplier.
- g) **Paying Authority: Head of Finance, Jhamarkotra Mines, RSMML.**



**23.0 RIGHT TO REVIEW PERFORMANCE:**

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

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

**25.0 SUB-LETTING OF TENDER:**

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

**26.0 INDEMNIFICATION:**

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

**27.0 TERMINATION:**

a) In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach within 10 days. Failure to rectify such default/breach may result in

termination of the Purchase Order and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.

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

**28.0 FORCE MAJEURE :**

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions and Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

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

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

Signature of Tenderer with official stamps

Place & Date:

**Annexure - I****e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015****GENERAL PROFILE OF TENDERER**

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

Signature of tenderer with official stamp

Date &amp; Place:

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015**

**UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING**

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

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

Signature of Tenderer with official stamp

Place:

Date:

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015**

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

(To be submitted with PART – I Technical Bid)

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

Signature of tenderer with official stamp

Date:  
Place:

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015**

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

(To be submitted with PART – I Technical Bid)

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

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

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

S.N.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

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

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

Signature of tenderer with official stamp

Date & Place

**Annexure – V**

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015**

(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	@.....%
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.

**We declare that we have quoted the price of bags considering the basic ex-factory Price of HDPE E-52009 and LDPE 1070LA17 granules of M/s Reliance Industries Limited as on 1.11.2015 @ Rs.89,440/- PMT & Rs. 94,870 PMT respectively considering in a proportion of HDPE & LDPE as 92 gms : 20 gms (total 112 gms).**

Signature of tenderer with official stamp

Date:

Place:

**Annexure-VI**

**e TENDER NO. RSMM CO MM NIT 23 2015-16 Dated 03.11.2015**

**NAME & ADDRESSES OF THIRD PARTY INSPECTING AGENCY  
(PREFERABLY NABL ACREDITED) FROM WHOM BAGS WILL BE  
INSPECTED BEFORE DESPATCH .**

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

S.N.	Name	Address with contact No.
1		
2		
3		
4		



Signature of Tenderer with official stamp


Place:

Date:



**PRINTING SIZE : 17"(W) X 25"(H)**

 USE NO HOOKS  USE NO HOOKS



**RAJPHOS<sup>®</sup>**

**GROUND ROCK PHOSPHATE**

**FERTILISER**

FOR USE IN ACIDIC SOILS ONLY  
REG - NO. 220/96

Total Phosphate (in form of P<sub>2</sub>O<sub>5</sub>) : 18%  
Particle Size : 90% - 0.15 mm, 10% - 0.25 mm  
Gross Weight : 50.100 Kgs.  
Net Weight : 50.000 Kgs.

**RAJASTHAN STATE MINES & MINERALS LTD.**  
(A GOVT. OF RAJASTHAN ENTERPRISE)  
4, MEERA MARG, UDAIPUR - 313001

CUSTOMER CARE NO. 0294-2428743, E-MAIL: [mktgco.rsmml@rajasthan.gov.in](mailto:mktgco.rsmml@rajasthan.gov.in)  
Regd. office: C-89-90, Janpath, Lal Kothi Scheme, Jaipur-302 004

**M.R.P.-Rs.415/- (inclusive of all Taxes)**  
**BATCH NO. :** \_\_\_\_\_  
**MFG. :** \_\_\_\_\_

**EXPIRY DATE: NOT APPLICABLE**

Note: The matter will be printed in two colours i.e. Red and Green. The details about any changes in Colour, MRP, Batch no. MFG etc. will be informed at the time of placing Delivery Schedule. Batch No. is to be changed after every 2000 bags. Supplier is to take confirmation about any changes in printing matter from the consignee against each deliver schedule.

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

**(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank, except State Bank of India having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.1% of total SD amount or Rs. 200/-, whichever is higher or as revised/ amended)**

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 exclusively Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_2015.

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

Any person participating in a procurement process shall –

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

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

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

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

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

**Annexure B: Declaration by the Bidder regarding qualifications**

**Declaration by the Bidder**

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

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

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

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

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

#### **1. Filing an appeal**

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

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

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

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

#### **4. Appeal not to lie in certain cases**

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

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

**5. Form of Appeal**

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

**6. Fee for filing appeal**

- 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.



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

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

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

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

6. Ground of appeal  
 :.....  
 .....(Supported by an affidavit)

7. Prayer:.....  
 .....  
 .....

Place :

Date:

Appellant's signature :

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

**As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted.**

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