



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
CIN No.: U14109RJ1949SGC000505

Corporate Office
4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294 2428768, 2428763-67
Fax: +91-294-2428768, 2428739
e-mail ngupta@rsmm.com,
website: www.rsmm.com

Ref: RSMM/CO/MM/NIT-24/14-15

Dated 12.03.2015

CORRIGENDUM No. 1

e-Tender No. RSMM/CO/MM/NIT-24/2014-15 dated 18.02.2015 was published for entering in to rate contract for supply of Sulphuric Acid. The last date of sale of tender document, submission of tender & due date of opening are hereby extended as under also Bidders can furnish Bid Security in the form of BG in the prescribed format :

Submission of Demand Draft/ Banker Cheque towards Tender Document Fee, Processing Fees and Bid Security	23.03.2015 up to 6.00 p.m.
Bid Submission End Date	23.03.2015 up to 6.00 p.m.
Techno-Commercial Bid Opening Date	24.03.2015 at 4.00 p.m.

Note:

- (i) All other terms & conditions will remain unchanged.
- (ii) Tenderer who have already submitted their offer need not to re-submit the offer, however, if they want to submit any additional information / document, the same can be submitted within the extended period.
- (iii) Tenderer can also furnish Bid Security in the form of Bank Guarantee. The format of BG for furnishing Bid Security is available in the website.

For more details, tenderer may contact Sr. Manager (MM) at the above address.

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

PROFORMA OF GUARANTEE BOND FOR BID SECURITY

(To be issued by any all public sector banks (except SBI Bank), ICICI Bank, HDFC Bank & Axis Bank, having its Branch at Udaipur on non-judicial stamp paper of value 0.1% of BG Value or Rs. 200/- whichever is higher)

B.G. No. _____

Dated _____

This Deed of Guarantee made between _____ (Name of public sector banks(Except SBI), ICICI Bank, HDFC Bank & Axis Bank), having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/ Bank) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to furnish BG for Bid Security from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of tender no RSMM/CO/ GM(MM)/NIT - for _____ (Name of Work) at _____ Name of Mine, Location, District, Rajasthan (hereinafter called 'the said Tender) of Bid Security to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. ____ Lac (Rs. _____ Lac only).

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Tenderer to stand as surety for payment of Rs 3,76,000/- as Bid Security deposit to the company subject to the following conditions.

- (i) We, _____ (Bank) do hereby undertake to pay to the company an 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 Tenderer of any of the terms and /or conditions contained in the Agreement (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).

- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer 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 tenderer of any of the terms and condition contained in the said tender by reason of the said tenderers failure to keep the said tender open. 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. 3,76,000/-

- (iii) We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before(minimum 6 months period), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GM(MM) shall be deemed to be sufficient demand under this guarantee.
- (iv) 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 Tenderer 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 Tenderer 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 Tenderer
- (v) 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 tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer 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 of amount not exceeding Rs.3,76,000/- is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Bid Security/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (ix) 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 date _____ granted to him by the Bank.
- (x) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along 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, executed on this date ____ of _____, 20...

BID SECURITY

- 2.1 The tenderer must pay Bid Security as per DNIT in the form of crossed Demand Draft (having validity of three month) in favour of "RSMML" and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected.

In case the Bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 6 months issued in favour of RSMML by any Public Sector Bank (Except SBI Bank) or ICICI/HDFC/AXIS Bank having its branch office at Udaipur on non-judicial stamp paper of 0.1% of BG value. Original BG for Bid Security shall be required to be deposited by the tenderer on or before the last date of submission, failing which the bid shall be liable to be rejected.

No interest shall be paid by the company on the Bid Security so deposited by the tenderer. The Bid Security of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The Bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The Bid Security deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

- 2.2 The Bid Security of a tenderer shall be forfeited in the following cases:-
- i If the tenderer withdraws or modifies the offer after submission of the tender.
 - ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
 - iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
 - iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter