



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

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Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
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CIN No.: U14109RJ1949SGC000505

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TENDER DOCUMENT

TO

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03.03 2015

FOR TRANSPORTATION OF PHOSPHORIC ACID (40% P₂O₅) FROM GSFC PLANT, VADODARA (GUJARAT) TO JHAMARKOTRA MINES, RSMML, UDAIPUR

s.n.	Description	Date	Time
1	Publishing Date	03.03.2015	5.00 p.m.
2	Document Download/Sale Start Date	03.03.2015	6.00 p.m.
3	Document Download /Sale End Date	25.03.2015	11.00 a.m.
4	Bid Submission Start Date	04.03.2015	10.00 a.m.
5	Bid Submission Closing Date	25.03.2015	06.00 p.m.
6	Techno-Commercial Bid Opening Date	26.03.2015	04.00 p.m.
7	Last date of Submission of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender Document Fee, Processing Fees and Bid Security	25.03.2015	Upto 6.00 p.m. on or before 25.03.2015
8	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
9	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in , www.sppp.rajasthan.gov.in	
10	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
11	Tender Document Fee	Rs. 1140/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
12	RISL Processing Fee	Rs.1000/- in favour of "MD RISL" payable at Jaipur	
13	Bid Security	Rs. 1,05,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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e- TENDER No. RSMM_CO_MM_NIT_25_2014-15 DATED 03_03_2015 FOR Transportation of Phosphoric acid from GSFC Plant, Vadodara (Gujarat) to Jhamarkotra Mines, RSMML

Section – I	Instruction for preparation & submission of tender and conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards banning/suspension, statutory compliances, validity of licences etc.
Annexure- III	Registration details as per MSMED Act, 2006
Annexure- IV	Undertaking towards acceptance of all terms & conditions of tender
Annexure- V	Undertaking towards deployment of tankers.
Annexure- VI	Format of BG towards security deposit
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.
- 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 upto 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 upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.

- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-218 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :
Telephone No. 1800 3070 2232, 0141-4022688, 07878007972, 07878007973, 0141- 4022688 (Help Desk 10.00 AM to 6.00 PM on all working days), email: 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.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- xv) Tenderer shall be responsible for transportation of Phosphoric Acid from GSFC Plant to our Jhamarkotra Mines.
- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule,2015, following annexures are enclosed :
- i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract.

- xvii) 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.

COVER-A

- Scanned Copies of DDs/BCs towards Tender document Fees, Bid Security and processing fees.
- Sealed and signed copy of tender document towards acceptance of terms and conditions.
- General profile of tenderer as per annexure-I.
- Declaration towards banning/suspensions as per annexure-II.
- Registration details as per MSMED Act, 2006 as annexure-III alongwith supporting documents.
- Undertaking towards acceptance of all terms & conditions of tender as per annexure-IV.

COVER-B

- Document towards tenderer status.
- Attested copy of balance sheet, P&L A/c. for the F.Y. 2011-12 & 2012-13, 2013-14.
- Undertaking for deployment of tankers suitable for transportation of phosphoric acid as per RSMML requirement in annexure-V.

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 DDs/BCs 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 DDs/BCs 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 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of four months from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of

withdrawal/cancellation/ amendment/ modification in the offered tender, the Bid Security deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

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

4.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) The tenderer shall deposit interest free Bid Security of Rs. 1,05,000/- by Demand Draft/Banker's Pay order.

Further, tenderers shall deposit (interest free) a sum Rs. 1,140/- (inclusive of VAT) as tender document fees and Rs. 1000/- as processing fess by PO/Demand Draft 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.

- b) 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. 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 provisions of code of integrity prescribed for bidders as specified at Annexure-A.

- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.

- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards Bid Security deposit against this tender, however, the Bid Security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (f) Incase of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.
- (g) Bid security will be taken @25% of the total value of bid Security of tender incase of participation by SSI 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.

5.0 WORK DESCRIPTION:

Description		Approx Annual Qty.
Transportation of Phosphoric acid as per following specifications from GSFC Plant, Vadodara (Gujarat) to Jhamarkotra Mines, RSMML		2800 MT (+/-200 MT)
P2O5	40% Minimum.	
Sp. Gravity	1.5 Minimum.	
Free sulphate	4% Maximum.	
Sludge	0.50% Maximum.	

The distance for transportation of phosphoric acid from Phosphoric acid plant of M/s Gujarat State Fertilisers & Chemicals Ltd. Vadodara to Jhamarkotra Mines will be considered 355 KM.

6.0 SCOPE OF WORK:

- a. To place suitable tankers at & take delivery of Phosphoric acid from the Phosphoric acid plant of GSFC, Vadodara (as required) as per delivery schedule/instructions of Consignee. Tankers placed/deployed must be perfectly suitable & permitted for taking required Phosphoric acid.
- b. Transportation & safe delivery of the acid from the GSFC plant to RSMML, Jhamarkotra mines within the specified time as agreed.
- c. Ensure delivery of acid to Consignee immediately after taking delivery from the plant of M/s. GSFC. There should not be any transshipment of acid in another tanker during transportation to our Mines.
- d. Unloading of acid at the place (at our Mines) designated by the Consignee.

- e. Ensure all protective measures to avoid any loss of material during the transportation.
- f. Collecting all despatch/delivery documents of acid from GSFC plant and handover the same to Consignee while delivering the acid.

The above scope of work is indicative, tenderer has to complete all the related jobs, if any, required for delivery & transportation of acid from GSFC plant to RSMML mines, whether mentioned above or not.

In case of transshipment and then delay in transportation is done by the tenderer or any serious nature of offence is committed or loss of material occurs after taking delivery of acid from GSFC, Vadodara and before delivery to consignee, tenderer will be solely responsible for it and contract is liable to be terminated and security deposit will be forfeited. However, in exigency if transshipment required, prior permission of RSMML shall be obtained.

6.1 UNLOADING OF ACID AT JHAMARKOTRA:

In normal course the tankers will be unloaded at Jhamarkotra Mines between 8.00 a.m. and 3.30 p.m. on all working days except Mondays(weekly off)/ and holidays. However, in case of emergencies, RSMML at its discretion may allow to unload the tanker even on Mondays & holidays.

The tankers reported at Jhamarkotra Central Stores upto 2.00 p.m. will be unloaded on same day. However, irrespective to the time, the tanker reported at Jhamarkotra Main Gate, shall be unloaded at the earliest, but within 24 hours from the reporting time.

6.2 ENTRY & EXIT OF TANKERS: The time and date of the entry/exit of the tankers should be got entered in the Main gate of Jhamarkotra mines and the sign and seal of the Security personnel should be obtained invariably on the back of the consignment slip for verification purpose.

6.3 COMMENCEMENT OF WORK: The transporter shall have to commence the work at the earliest but within fifteen days of letter of Acceptance/work order. Failure to do so shall result into cancellation of contract & forfeiture of Bid Security.

7.0 QUANTITY: The annual approximate quantity of Phosphoric acid to be transported will be around 2800 MT (\pm 200 MT) i.e. 267 MT per month. This quantity is susceptible to vary either as per the availability of acid with supplier or as per the requirement by the company. The contractor shall transport such quantity of acid as may be intimated and/or advised to them from time to time by the consignee, company will preferably provide monthly quantity schedule. The Contractor shall neither be entitled nor be eligible to raise any claim on these accounts and for tankers/manpower being idle at any point of time during the contractual period.

8.0 PERIOD OF CONTRACT: Two year from the date of award of LOA/RC.

9.0 ELIGIBILITY CRITERIA:

- α.) The tenderer should have a minimum turnover of Rs 30.00 lacs in its own name in any of the immediate preceding three financial years.
- b) The Techno-commercial suitability of the offer would be ascertained on the basis of eligibility criteria based on the documents furnished and/or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only Techno-commercially accepted tenderers will be opened. The decision of the company in this regard shall be final and binding.
- c) 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.
- d) Price bid of only short-listed tenderers will be opened and only such short-listed tenderers will be informed about the date and time of opening of the price bid. The company will generally not entertain any correspondence on this subject.

10.0 RATES:

- i) The firm & fixed price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C .
- ii) The price should be quoted inclusive of all for the total scope of the work i.e. transportation charges, road tax, special road tax, permit tax, toll tax, transit insurance etc. except Service Tax on transportation charges.
- iii) The price should be quoted on the basis of retail diesel prices prevailing at Udaipur as on 03.03.2015 i. e. Rs. 54.71 per Ltr only.
- iv) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

11.0 PRICE:

The quoted Price shall remain firm and fix during the period of the contract or till the complete execution of the quantities in the contract, whichever is later. No escalation except clause No. 16 shall be allowed during the tenure of the contract. No upward variation in the distance shown above shall be admissible for the price variation purpose.

12.0 DETENTION CHARGE: No detention charges are allowed at loading / unloading point or during the period of movement of the tanker.

13.0 INCOME TAX (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall furnish to you.

14.0 INSURANCE:

14.1 The tenderers are requested to offer their rates inclusive of charges towards transit insurance; however, transit Insurance of acid will be covered under open insurance policy of the company.

14.2 The premium charges will be deducted from the running bills of the tenderer based on the monthly quantity of acid transported by them.

14.3 The tenderer will provide all documents to the consignee to cover the consignment under insurance cover.

14.4 In case of any accident, mis-happening etc., resulting into losses of phosphoric acid, tenderer will immediately inform to the consignee and lodge the FIR & complete all related formalities with Govt. Deptt/Divisions/other agencies required for lodging claim for the loss of acid immediately.

14.5 The claim for loss of acid will be lodged by RSMML, however, contractor will provide all related documents and details for lodging the claim. In such cases the claim amount will be deducted from the tenderer bills &/or SD and the amount so received against the claim from the insurance company will be refunded to tenderer.

14.6 The compliance under the Public Liability Act 1991 shall be tenderer's responsibility and tenderer is required to take cover with suitable insurance policy towards their vehicles, manpower etc.

15.0 SERVICE TAX:

Service tax on transportation as applicable will be born and deposited by RSMML separately without deducting the amount from their bills.

16.0 PRICE VARIATION (Escalation / De-escalation):

(i) The quoted rates will remain firm and fix during the pendency of the contract, only the variation on account of change in the prices of High Speed Diesel will be considered. No escalation /variation on any other ground whatsoever shall be considered or be admissible.

(ii) **Escalation/De-Escalation on Transportation charges only on account of changes in retail HSD prices.**

a) For the purpose of price variation the consumption of Diesel shall be taken as –

0.015 ltr/km/MT.

b) The distance from Phosphoric Acid Plant, GSFC at Vadodara to our Jhamarkotra Mines will be taken as 355 kms for computation.

c) The retail HSD price rate at Udaipur @ Rs 54.71 per Ltr. of IOCL/HPCL/BPCL applicable as on 03.03.2015 shall be taken and considered as **base retail price** for the purpose of computation of price variation.

The formula for computation of Price Variation on PMT basis is as follows:

$$\text{Price Variation} = D \times (P1-P0) \times 0.015$$

Where D is the distance - 355 Kms.

Where P1 is the revised retail HSD rate .

Where P0 is the base retail price rate of diesel Rs. 54.71;1 per litre as above.

- iii) The contractor shall have to submit a claim for price variation along with a documentary proof of retail HSD Price revision issued by IOCL/BPCL/HPCL as and when the diesel prices undergo a change. The Lowest ex- Udaipur retail HSD price announced by IOCL/HPCL/BPCL shall only be considered for computing the price variation from the base price. RSMML may ask the contractor to produce the authenticated copies of bill of diesel (HSD) of IOCL/HPCL/BPCL along with the request for price variation.
- iv) Save and except as aforesaid, the contractor 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 used for mining of mineral, 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

17.0 DETERMINATION OF LOWEST TENDERER & NEGOTIATIONS:

- i) The lowest tenderer will be determined on the basis of rate quoted for transportation work from GSFC, Vadodra Plant to Jhamarkotra mines including all for total scope of work.
- ii) **NEGOTIATIONS:**
 - a) Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
 - b) 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.
 - c) 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.
- iii) 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.

18.0 CONSIGNEE:The Consignee is :

The Group General Manager, SBU-PC(RP) or his authorised representative,
Rajasthan State Mines & Minerals Ltd.,
Jhamarkotra, post & via Udaipur.,

19.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- i) 100% Payment within 30 days after receipt of acid at RSMML stores.
- 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, RSMML Jhamarkotra Mines.**

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

20.0 TIME LIMIT: Time allowed for transportation of Phosphoric acid after loading and removal of tanker from main gate of GSFC to main gate of Jhamarkotra Mines will be maximum **20 Hours**. Immediately on reaching Udaipur, the tanker should report at the Security gate of Jkt. Mines.

21.0 WEIGHMENT:

- A) The DGM (MM), Jhamarkotra or his authorised representative shall be the receiving authority. The place of delivery shall be any designated place at Jhamarkotra Mines/Plant. The transporter's truck delivering the material should report to him on any working day (Monday is being weekly rest day) between 8.00 a.m. to 2.00 p.m. only. The trucks reporting beyond these hours will be attended only on the next day. The transporter should furnish the details of truck, weighment slips containing tare weight, gross weight etc. with each delivery. However the weighment recorded at company's weigh bridge shall be final and binding on the transporter for the purpose of billing/ payment.
- B) The company may allow a shortage on account of transit loss up to a maximum of 0.75% trip to trip basis. If the shortage is beyond the allowed limit of 0.75% then the full cost of material of shortage shall be recovered from the pending bills or security deposit of the transporter at the ruling price and taxes thereon. Also no payment of remuneration for transportation for such shortage beyond 0.75% shall be admissible to the transporter.

22.0 LOSS OF MATERIAL:

The Transporter shall make good all losses arising from:

1. In case of seizure of vehicle loaded with material of the company by police or any statutory authority or on account of violation on the part of the contractor, his employee/agent/servant, the transporter shall make good all losses arising there-from.
2. Any loss of quantity of acid during transit due to accident, mishandling or any other reason etc.
3. Any shortage in quantity beyond permissible limit.

23.0 SHORTAGE & SETTLEMENT:

- a) The tanker loaded with Phosphoric acid shall be weighed at the works of GSFC and at Jhamarkotra mines. The shortage shall be ascertained on the basis of weights recorded at Weigh Bridge of dispatching point and destination point. However, the weight recorded at RSMML's weighbridge shall be final and binding for the purpose of settlement/payment.
- b) In case any variation is found in the quality of material received than to the quality of material (P_2O_5 %) loaded by GSFC in the vehicles of transporter and received by them, than claims on account of quality shall be recovered from the transporter on prorata basis.
- c) Any claim towards shortage & quality of acid will be settled on bill to bill basis every month.

24.0 COMPENSATION FOR SHORTFALL IN TARGETTED QUANTITY:

The Company shall provide schedule of monthly quantity to be transported as far as possible and transporter shall have to transport the material in accordance with these targets. In case the transporter fails to deliver the stores in full/part as per monthly schedule, the Company shall be entitled at its option either:

- a) To recover from the transporter as agreed compensation @ Rs 20/-PMT per day of the undelivered stores in the particular month, subject to a maximum of 25% of value of contract rate on PMT basis for the undelivered stores.
- b) To get done the transportation work from other transporter without notice to transporter at his risk and cost.

OR

- c) To cancel the contract.

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

25.0 COMPENSATION FOR DELAYED DELIVERY:

In case the transporter fails to transport the acid within the time specified as per clause no. 20, the Company may recover from the transporter as agreed compensation @ Rs. 100/- per hour for delay subject to maximum of Rs. 2000/- for each delay. In case the delay has occurred due to the reasons beyond the control of transporter, in such case GGM, SBU-PC (RP) can extend the suitable relaxation in writing. The decision of GGM, SBU-PC (RP) in this regard will be final and binding to transporter.

26.0 ASSIGNMENT:

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

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

If at any time before the commencement of the transportation work if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the contract, 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.

28.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- (1) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security

Deposit cum Performance Guarantee equal to 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector/ICICI/AXIS/HDFC Bank (except SBI) having its branch at Udaipur/Jodhpur, within 21 days from the date of issue of LOA/RC. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are granted by RSMML.
- (6) 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 guarantees and after discharge of all the supplier's obligations under the contract.
- (7) 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.
- (8) Bank Guarantee/S.D. should be send to the office of GGM, SBU-PC(RP).

29.0 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:

Tenderers are advised to submit their offer based on terms & conditions and scope of work 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. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in 'Annexure- IV'. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- i) Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

- ii) Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.
- iv) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

30.0 LEGAL & STATUTORY OBLIGATION:

The contractor shall perform the work in accordance with all applicable Acts, Statutory Rules & Regulation now in force or enforced subsequently. All vehicles deployed by the contractor must be maintained as certified fit for operation on Public roads by appropriate statutory authority under motor vehicle Act 1988 (as amended upto date) and under all other relevant Acts, rules and regulation in force from time to time during the period of this contract.

The contractor shall fulfill all statutory obligation of Government both the Central and State as applicable and shall be liable for compensating all loses and or damages including third party claims etc. If on account of malfeasance or inadvertence of the contractor or his agent, employee, servant, and loss occurred or occasioned to the company, the company shall be entitled to recover the same from sum payable to the contractor. In this regards the decision of the company shall be final and binding on the contractor.

31.0 RIGHT TO REVIEW PERFORMANCE:

The company reserves the right to review and asses the performance of the transporter at any time during the contract period. In case of poor or unsatisfactory performance and /or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination 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 recover the cost thereof from the transporter from Security Deposit or any sum due to the transporter from the company.

32.0 TERMINATION:

- a) In case of failure to perform the transportation work as required under this contract or observe breach any of the terms and conditions by the transporter, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/breach may result in termination of the Rate contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the transporter of the liabilities accruing till the date of such termination.
- b) In case of transshipment and delay in transportation is done by the tenderer or any serious nature of offence is committed or loss of material occurs after taking delivery of acid from GSFC, Vadodra and before

delivery to consignee, tenderer will be solely responsible for it and contract is liable to be terminated and security deposit will be forfeited. However, in exigency transshipment if required prior permission of RSMML shall be obtained.

- c) The contract may also be terminated in the event the transporter is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- d) Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminated the contract without assigning any reason thereof by giving Fifteen days notice to the transporter at their last notified address. In such an event the transporter shall not be entitled to raise any claim or demand for compensation, loses of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

33.0 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 lock-outs 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.

34.0 JURISDICTION:

The contract is subject to the exclusive jurisdiction of courts at Udaipur in the state of Rajasthan only for all legal matters.

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

Place:
Date :

Annexure - I

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 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			
4	Name of owner/partners Directors with full address.			
5	Name of the Manufacturer of Offered Products			
6	Annual turnovers in rupees for last three years.	2013-14	2012-13	2011-12
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.			

Signature of tenderer with official stamp

Date & Place:

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 2015

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.

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

Name of the Tenderer: _____

- i) We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
- ii) We undertake that we will transport the Phosphoric Acid as per the prevailing rules/acts/guidelines prescribed by statutory authorities/any other bodies time to time during currency of contract.

Signature of Tenderer with official stamp

Place:

Date:

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 2015

**Declaration for Registration under 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 25 2014-15 Dated 03 03 2015

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer _____

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

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

Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

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

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

Signature of tenderer with official stamp

Date & Place:

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 2015

**UNDERTAKING TOWARDS DEPLOYMENT OF TANKER FOR EXECUTION OF
WORK**

We hereby undertake and declare that in the event of the contract being awarded to us, we will deploy tankers suitable for transportation of phosphoric acid as per RSMML specifications for the execution of work under the contract.

Signature of the Tenderer with Seal

Date:

Place:

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 2015

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except State Bank of India)having its Branch office at Udaipur on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher).

B.G _____ Dated _____

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, 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 equivalent to _____% of Contract value of Rs. _____.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC holder 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 of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder 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 holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract 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 contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

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

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 2015
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.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

Annexure B: 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:

Place:

Signature of bidder

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 :

e TENDER NO. RSMM CO MM NIT 25 2014-15 Dated 03 03 2015
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.

