



# RAJASTHAN STATE MINES & MINERALS LTD.

(A Government of Rajasthan Enterprise)

**Purchase Department, Phosphate Division, SBU & PC Rock Phosphate,**

Jhamarkotra Mines, P.O.: Jhamarkotra, Via. & Dist. Udaipur (Rajasthan)

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## **TENDER SCHEDULE**

TENDER DESCRIPTION	<b>Rate Contract for Clearing, Forwarding, Transportation, Loading and Unloading of Stores Material</b>
TENDER No. & Date	NIT-55 dated 23.09.2014
Type of Tender	Two Bid System
Place of Sale	Office of SM (F&A), Marketing Department, Corporate Office, 4 Meera Marg, Udaipur
Submission of Tender Document	Office of SM (F&A), Marketing Department, Corporate Office, 4 Meera Marg, Udaipur
Date of Sale of Tender Document	From 23.09.2014 TO 10.10.2014
Last Date of Receipt of Tenders	Up to 2:30 PM ON 10.10.2014
Due Date of Opening	At 3:00 PM on 10.10.2014
<b>Place of Opening</b>	<b>Office of SM (F&amp;A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001</b>
Cost of Non-Transferable Tender Documents	Rs. 570/- (Inclusive VAT)

TIN NO. CST 08693902289/RST 08693902289



# RAJASTHAN STATE MINES AND MINERALS LIMITED

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Purchase Department, SBU & PC-Rock Phosphate

## **RSMM TENDER DOCUMENTS CONSIST OF FOLLOWING:**

Section - I	Instruction for preparation & submission of tender
Section -II	Special Terms & Conditions
Annexure-I	Acceptance to Scope of Work
Annexure – II	General profile of tenderer
Annexure – III	Registration details under Micro, Small & Medium Enterprises Development Act, 2006.
Annexure – IV	Exceptions & Deviation.
Annexure – V	Undertaking that tenderer has not been debarred/suspended by RSMML in past.
Annexure – VI	Declaration Of Non Suspension/Non Banning
Annexure – VII	List Of Trucks/Mini Trucks Etc. proposed to deploy by the tenderer
Annexure – VIII	List Of Trucks/Mini Trucks Etc. in support of Eligibility Criteria
Annexure-IX	Compliance with the code of Integrity and No conflict of interest.
Annexure-X	Declaration by the bidder regarding qualifications.
Annexure-XI	Grievance Redressal during Procurement Process.
Annexure-XII	Additional Conditions of Contract.
Annexure-XIII	Rate Schedule (Price-Bid)

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

1. One copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and should be furnished along-with part -1 of tender (no page should be detached).
2. Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part –II). The tender should be packed in four sealed envelopes as elaborated below:
  - a. Sealed Envelop No. 1:- This envelop should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has

- been purchased from the office of SM (F&A), Marketing Department, Corporate Office and DD/PO towards requisite BID SECURITY as per provisions mentioned in the tender document. This sealed envelope should be subscribed Tender Document Fee & Bid Security of Tender No (as mentioned above).
- b. Sealed Envelop No. 2 : This envelop should contain Part –I: Techno-Commercial BID along-with all supporting documents (except the tender document fee, BID SECURITY & Price Bid) as asked in the tender document. This sealed envelope should be Super scribed Part – I of tender No (as mentioned above).
  - c. Sealed Envelop No. 3 i.e. Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if mentioned any by tenderer, shall be ignored.
  - d. Sealed Envelop No. 4: The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.
3. In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following Annexure are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these Annexure along-with Part-I of offer.
- Annexure-IX: Compliance with the Code of Integrity and No Conflict of Interest.
  - Annexure-X: Declaration by the Bidder regarding Qualifications.
  - Annexure-XI: Grievance Redressal during Procurement Process and Form No.1.
  - Annexure-XII: Additional Conditions of Contract.
4. The tenderer/bidder would give a declaration that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non responsive
5. **SALE OF TENDER:** The tender document (non-transferable) can be obtained from the office of SM (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001 on payment of applicable non-refundable tender fee of by Cash/Demand Draft/Pay-Order in favor of RSMML payable at Udaipur. Alternately interested tenderer(s) may directly download the tender document from website [www.rsmm.com](http://www.rsmm.com)/[www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and furnish their offer along with requisite tender document fee in a sealed envelope as prescribed at clause no. 2(a) of Section-I.
- 6. SUBMISSION & OPENING OF TENDER:**
- a. The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer.
  - b. Tender should be submitted before due date & time at the **office of SM (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001.**
  - c. Place of opening of Tender: Part (I) of the tender would be opened on the due date & time at the **office of SM (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001** and Part (II) i.e. price bids of the qualified bidders would be opened later which would be informed to qualified bidders separately.

- d. Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.
7. **DELIVERY OF TENDER:** The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission/opening of tender happens to be a holiday, than tenders shall be submitted/opened on the next full working day up to/at prescribed time.
- Delayed Tender:** Tenders received after specified time & date of submission but before specified time & date of opening of part-I of the tender will be treated as delayed tender.
  - Late Tender:** The tenders received after specified due date & time of opening of tender will be treated as late tender and will not be considered at all.
  - RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
8. Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail/telegram will not be considered at all
9. Printed conditions on the back of letters originating from Tenderer will be ignored.
10. **EXCEPTIONS & DEVIATION:** Tenderers are advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to deviate from tender conditions & if a tenderer desires to propose any addition/deviation/alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-IV and should be furnished along with part-I of the offer, without making any corrections on the body of the tender document at their risk. In the absence of same it, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.
- Tenderer should mention the deviations, if any, at their own risk of rejection of their offer
  - Deviations mentioned anywhere else in the offer shall be ignored without any consequences
11. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear signed & stamped by the tenderer.
12. Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored
13. **TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART - I (TECHNO COMMERCIAL OFFER):**
- One copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender.

- b. Demand Draft of Tender document fee, if the same is downloaded from the website as per clause no. 2(a) and Demand Draft/PO of Bid Security in the manner specified in tender as per clause no. 18.0 (Section-I).
- c. Details of Trucks/Mini Trucks owned by the tenderer for clearing, forwarding, transportation, loading and unloading of stores material in support of eligibility criteria Enclose attested copies of registration certificate, fitness certificate, road permit etc .
- d. Details of Trucks/Mini Trucks proposed by the tenderer for clearing, forwarding, transportation, loading and unloading of stores material. Enclose attested copies of registration certificate, fitness certificate, road permit etc.
- e. Details in respect of satisfactorily carrying out the transportation of similar type of Stores in the past. Please enclose the copy of work order & performance certificate or any other authentic supporting documents if any.
- f. Attested Copies of audited balance sheets of immediate preceding three financial years in support of eligibility criteria.
- g. Proof towards registration with Excise Department.
- h. Proof towards registration for service tax.
- i. Duly filled Annexure I to XII along with part-I of tender and Annexure-XIII (Price Bid) Part-II in separate sealed envelope (Envelope no. 3).
- j. Any other relevant document, in support of eligibility criteria/terms & conditions of tender

**Note:** Each & every page of tender document, Annexure & documents furnished along with part I & Part II should be sealed & signed by the authorized person of the tenderer.

- 14. **BEFORE SUBMITTING TENDER:** Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive with respect to all factors circumstances and conditions likely to be incidental/ encountered to the execution of the contract, as per the scope and conditions given herein.
- 15. **AUTHORITY TO SIGN TENDER:** The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer. The authorization letter should be enclosed.
- 16. **SCHEDULE OF RATES:** Rate should be quoted in the Schedule of Rates/Price Bid offer-Part II as per Annexure – XIII (appended hereto). The rate quoted should be both in figures and words. In case of any discrepancy between the figures and written words the lower of the two shall be taken as quoted rate. No conditions should be mentioned in the Price Bid Offer Part – II, in case, if any will be ignored.
- 17. **VALIDITY:** The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 Days from the date of opening of Part-I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/modification the Bid security deposited by the Tenderer, as per clause No. 18 (Section-I) hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time. In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost &

consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of BID SECURITY

**18. BID SECURITY:**

- a. The tenderer shall deposit (interest free) a sum of **Rs 16000/-** (Rupees Sixteen Thousand Only) as Bid Security along with the tender by Demand Draft/PO. It should be in favor of RSMML payable at Udaipur. Offers not accompanied with the requisite Bid Security will not be considered. Bid Security in any manner other than DD/PO will not be accepted.
- b. The tenderer is to furnish the Bid Security as per provisions at clause 2.1 while opening of the tender, the envelope containing Bid Security will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered
- c. The EMD shall be forfeited in case of:
  - i. If tenderer unsolicited revises and/or modifies and/or withdraws and/or amends and/or cancels their tender at its own after submission of tender
  - ii. If it is established that tenderer have submitted any wrong information/forged document along-with the tender or thereafter/ found indulge in unfair trade practices
  - 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-IX.
- d. The Bid Security furnished by the unsuccessful tenderer 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
- f. In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid security
- g. Bid security will be taken @ 25% of the total value of Bid security of tender 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
- h. Except above, no Bid security exemption will be given to any party on any grounds and their offer will liable for exemption

19. **RSMML RIGHTS:** The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding

- a. Not to accept any offer or reject any or all the offers.

- b. To reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof & not to accept the lowest tender without assigning any reason.
- c. To cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- d. To increase/ decrease the tendered quantity.
- e. To split the tendered items into more than one tenderer.
- f. To accept/not to accept offered material, if not found technically suitable as per requirement of RSMML
- g. To reject the offer, if it is established that the tenderer has submitted any wrong & misleading information /forged document along with offer or thereafter.

**For RAJASTHAN STATE MINES & MINERALS LIMITED,**

**DY. GENERAL MANAGER (MM)**

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

Signature of Tenderer with official stamps

Date:  
Place:

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

1. **WORK DESCRIPTION:** Clearing, forwarding, transportation, loading and unloading of stores material from Udaipur to Central Store, Jhamarkotra Mines & from Central Stores to various places in all over India.
  - a. SCOPE OF WORK: THE scope of work shall be as per Annexure-I in accordance with the Terms and Conditions of the Tender.
  - b. UNLOADING AT JHAMARKOTRA. The SM (Stores) or his authorised representative shall be the receiving authority. The vehicles reported at Jhamarkotra Central Stores between 8.00 AM and upto 3.30 PM shall be unloaded at the earliest on all working days except Mondays and holidays in normal course. However, in case of emergencies, RSMML at its discretion may allow to unload the store material even on Mondays/holidays.
  - c. Tenderer's representative will come daily at his cost except on holidays to collect RR/GR from DGM (MM) office, Jhamarkotra Mines. Non-compliance will be tenderer's responsibility.
  - d. Freight, wharfage, demurrage, octroi, TP (not due to fault of tenderer) shall be reimbursed at actual on submission of money receipt to the accounts department. No advance payment shall be payable to the tenderer. However, the payment/ reimbursement of freight, wharfage, demurrage, octroi/ TP, etc. shall be made within 7 days of submission of money receipts.
  - e. The tenderer will deliver the consignment to RSMML, Jhamarkotra mines, Central Stores, under proper challan/ DPS(Delivery particulars of suppliers) through his representative who will come along with materials carried in tenderer's truck and obtain clear receipt of the consignments delivered.
  - f. Tenderer will return to stores under proper record such RR/GR for taking follow up action for the delayed material and also to lodge claim. Such RR/GR will be handed over to the tenderer alongwith the copy of letters of action taken. The period for the follow up may be counted as 2 months and for lodging claim 3 months from the date of RR/GR (booking date) failure on part of the tenderer to give back such RR/GR to stores for action will solely responsibility of the tenderer.
  - g. Tenderer will watch the arrival of incoming consignments by presenting documents to transport authority and arrange timely delivery on payment of due charges and planning in such a way that no demurrage/ wharfage is levied. Any demurrage/ wharfage levied on RSMML due to fault of tenderer shall be borne by tenderer.
  - h. The tenderer will bring to the notice of the carrier and concerned authorities in case of damage/ shortage of having doubt regarding materials and weight of the consignment and will prefer open delivery and such certificates obtained will be handed over by tenderer to RSMML stores under receipt to file claim.
  - i. Tenderer will inform RSMML, Jhamarkotra Mines stores on telephone and in writing also to arrange delivery on indemnity bond where tenderer is not holding RR/GR and consignments consigned to RSMML, Jhamarkotra Mines.
  - j. Tenderer will follow RTO rules and loss to RSMML due to non-compliance will be tenderer's responsibility.
  - k. The daily receipt statement duly serial numbered and dated consignment wise will be submitted by tenderer in triplicate to stores retaining one copy in stores and two copies to Accounts department putting RR serial number of Receipt Section and date of material received and date.

## **2. SAFETY OF MATERIALS AND MANPOWER**



- a. Tenderers shall be fully responsible for safety of his workers and equipment and materials/ equipment of RSMML under his custody and shall abide by safety rules prescribed by the Government.
  - b. The tenderer shall provide all safety gadgets/ equipment to his workers before putting them on job and shall also ensure that his workmen make use of the safety items while at work. In the event of any contract labour having found inside without wearing protective equipments, they will be ousted from the premises of the plant and the tenderer will be fined of Rs.500/- per instance and if the violation continues by the tenderer, the company will consider blacklisting such tenderer from future jobs.
  - c. Charges towards any damage of the RSMML equipment/ material caused due to mis-handling by tenderer's workers/ tenderer's vehicle shall be deducted from tenderer's bill after assessment by our Engineer Incharge. The assessment of our Engineer Incharge shall be final & binding on the tenderer. All the tenderer's vehicle entering into mines premises must be comprehensively insured.
  - d. Tenderer shall be responsible for & shall follow safety rules under the provision of Mines Act, Factory Act,1948 and Rajasthan Factory Act,1951 & Indian Electricity Safety Rules amended upto date and other statutory safety rules & regulation in force during currency of the contract.
  - e. The tenderer shall get all his employees/ labour ensured so as to cover them against any minor/ major injury, disability and fatal accident and the tenderer should ensure following clause is Included in their policies 'PRINCIPAL'S INTEREST PROTECTED'.
3. **RULES & REGULATIONS:** The tenderer shall follow all the rules and regulations under contract Labour Act, 1970, Mines Act, Factory Act, All India Motor Vehicle Act, 1988, Rajasthan Motor Vehicle Rules, 1951, as amended upto date and other laws in force during the currency of contract. The tenderer shall not start the work unless he obtains their license required under the provision of the Contract Labour (Regulation & Abolition) Act 1970 and the rules framed there under. The tenderer shall not be paid till he obtains the required license if warranted.
4. **TENDERER'S RESPONSIBILITY :**
- a. The tenderer has to make his own arrangement for skilled/unskilled labour, tools, tackles, chain pulley blocks, jack hammers, hand drills etc. and any other equipment.
  - b. Tenderer will make in triplicate list of tools, tackles, equipment's etc. consumables and non-consumables etc. required for completing this job inside our premises. The list will be certified by our Security Incharge at Main gate before the materials are allowed inside our mines. The first copy of this material pass will be given to the Security Incharge, 2nd copy to the Officer responsible for the execution of work and 3rd copy to be retained by the tenderer.
  - c. Whenever, the tenderer wishes to take out his any of the material brought inside by him earlier, he shall have to get item checked by the area engineer incharge as per the details certified at the time of entry. Gate Passes for outgoing material will be issued by competent authority of RSMML.
  - d. Withdrawal of all the materials to be supplied by RSMML either from our main stores or any other places within the Jhamarkotra Mines premises, transportation to work site and returning of all scrap to scrap yard will be in the tenderer's scope.

- e. For electrical connection of the tenderer's equipment, tenderer shall have to arrange his own switch boards with fuses etc. for full care and safety as per regulations of Electrical safety.
  - f. Any increase in price of consumables/ materials required for the above job through out the contract period shall be in the tenderer's scope.
  - g. During shut-down or to meet exigencies, extra manpower, if required, shall be arranged by the tenderer and the work will have to be carried out on round the clock to complete the jobs within time period allotted by our Engineers Incharge, without any extra claim.
  - h. All works are to be carried out in running condition of plant. Work is to be carried out as per the requirement & RSMML does not guarantee continuous work.
5. **ENTRY & EXIT OF VEHICLES:** The time and date of the entry/exit of the vehicles 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 challan for verification purpose.
6. **COMMENCEMENT OF WORK:** The transporter shall have to commence the work at the earliest but within Five days of letter of intent/work order. Failure to do so shall result into cancellation of contract & forfeiture of Earnest Money Deposit.
7. **PERIOD OF CONTRACT:** Two year, the period may be extended for further one year with mutual consent.
8. **PREQUALIFICATION CRITERIA:**
- a. The tenderer should have a minimum turnover of Rs. 4.00 lacs in its own name in any of the immediate preceding three financial years i.e. 2013-14, 2012-13 and 2011-12.
  - b. The tenderer should have minimum of 2 trucks registered in his/firms name, proof towards the same such as registration certificate etc. should be provided.
  - c. Tenderer should have experience of minimum 2 years for carrying out similar work for which they should submit duly attested copy of the work order, along with completion certificates as proof of experience.
  - d. The tenderer should have an office at Udaipur having telephone, fax facilities etc.
  - e. The company may reject any tender based upon the past performance record of the tenderer with the company. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failure or did not accept on the award of work etc.

**Note:**

- i. In case, the tenderer is a partnership firm, the partnership firm should be in existence prior to the date of issuance of NIT. A certified copy of partnership deed is to be enclosed. If the experience of partnership firm is below the requisite criteria then instead of experience of firm, the experience of any one partner (whose experience is maximum) can also be considered. Trucks in the name of partners will also be considered for the qualification purposes.
- ii. However, turnover has to be in the name of tenderer only and turnover of individual partner/director/individual member of cooperative society shall not be considered. It is to be noted that in case of the Company (registered under Company's Act)/Cooperative Society, the experience/turnover/ownership of the

- Company/ Cooperative Society shall only be considered. The Joint ventures are not eligible to participate.
- iii. Trucks required in pre-qualifying criteria is only to assess the capability of tenderers but the tenderer has to deploy the requisite number of Trucks/Trailers required to perform the entire scope of work and compliance of terms & conditions of tender thereof.
  - iv. The Techno-commercial suitability of the offer would be ascertained on the basis of pre-qualifying criteria, past track record of the transporter to transport similar type of stores, the quantum of work and performance of such work etc., 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.
  - v. 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.
  - vi. Price Part (Part II) of the offer 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.

#### **9.0 RATES:**

- a. The prices to be quoted in separate sealed cover as per Performa enclosed herewith, Price bid - Part II, Annexure-XIII. There should not be any conditions/deviations mentioned in the price bid, if any shall be ignored.
  - b. The price quoted should be both in figures and in words. In case of any discrepancy between the figures and written words, the lower of the two shall be taken as the quoted price.
  - c. Entries should be neat and legible without any correction. Corrections, if any, must be signed in full with date. The Price should be on f.o.r. destination basis.
  - d. The price should be quoted on the basis of retail diesel prices prevailing at Udaipur as on 23/09/2014 i.e. Rs. 61.84/- per Ltr. only.
  - e. The price should be quoted by the tenderer strictly as per Price Bid (Annexure XIII).
- 10. 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 as per clause No. 15 shall be allowed during the tenure of the contract.
- 11. DETENTION CHARGE:** No detention charge is allowed at loading / unloading point or during the period of movement of the Trucks.
- 12. INCOME TAX (TDS):** TDS as per rules shall be deducted at source towards income tax and necessary certificate shall furnish to you.
- 13. INSURANCE:** Transit Insurance of stores material shall be transporter's responsibility. Tenderers are required to take cover with suitable insurance policy towards transit insurance, their vehicle, man power etc. In case of any

accident, mishappening etc the transporter shall immediately inform the consignee & will also lodge FIR.

14. **SERVICE TAX:** Service tax on transportation as applicable will be born and deposited by RSMML separately.
15. **PRICE VARIATION (ESCALATION / DE-ESCALATION):** The price quoted will remain firm and fix during the tenure 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.

The formula for computation of price variation is as follows :-

- a. When fixed trip charges are mentioned  
Revised Rate = Original Rates + (P1-P0) x 0.02 x D x Capacity of Vehicles  
\*Average weight of vehicle shall be taken as 5MT
- b. When rate per kms is quoted in rate contract  
Revised Rate = Original Rate per kms + (P1-P0) x 0.02 x D x Capacity of Vehicles

Where D is the agreed one side distance from Udaipur i.e. 30 kms inclusive of local collections. For other destinations the actual distance from the place of loading and place of final delivery shall be considered. The Indian Road Map distance shall be the basis for arriving the distance on lowest route basis.

Where P1 is the revised retail diesel rate

Where P0 is the base rate of diesel i.e. Rs. 61.84 per ltrs of IOCL as on 23.09.2014 at Udaipur.

Transporter shall have to submit a claim for price variation along with a certificate of Diesel Price revision issued by IOCL/HPCL/BPCL whichever is lower applicable for Udaipur as and when diesel price under go a change.

For the purpose of price variation the consumption of diesel shall be taken as 0.02 ltrs/Kms/MT

Note:

- (i) For local trips rated capacity of vehicle will be considered)
- (ii) For chartered vehicles on door delivery basis the capacity of the vehicle shall be considered for the purpose of calculation.
- (iii) Except as aforesaid, the transporter shall not be entitled to raise any claim, and /or any demand and /or any dispute on account of escalation or raise or increase in the price of any other items or element whether in respect of 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/reason whatsoever or any other taxes and duties except service tax.

16. **DETERMINATION OF LOWEST BIDDER & NEGOTIATIONS:**

- a. The lowest rate will be determined on the basis of rate quoted for transportation of material from Udaipur to Jhamarkotra and vice versa.

However, rate for transportation of material from various destinations to Jhamarkotra and other related works will be rationalized, if required, from other tenderers.

- b. 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.
- c. 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.
- d. 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.
- e. In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

**17. TERMS OF PAYMENT & PAYING AUTHORITY:**

- a. Company desirable payment terms are 100% within 30 days on receipt and acceptance of goods at Jhamarkotra Mines stores.
- b. Billing & Paying Authority: The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority – The Payment disbursing authority is HOD (F&A), Jhamarkotra Mines.
- c. Payment will be made through RTGS/NEFT. All bank charges/ commission, if any, shall be borne by the transporter.

**18. LOSS OF MATERIAL:** The Transporter shall make good all losses arising from:

- a. 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 contract, his employee/agent/servant, the transporter shall make good all losses arising there-from.
- b. Any loss of quantity during transit due to accident, mishandling or any other reason etc.

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

**20. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

- a. As security for due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML, Security Deposit-cum-Performance Guarantee of 10% of total value of order/contract by way of Demand Draft/Pay Order or in the form of Bank Guarantee in RSMML

- proforma from any Public Sector/ICICI/HDFC/AXIS Bank having its branch at Udaipur, within 21 days from the date of receipt of intimation of RSMML's acceptance of the tender. The Bank Guarantee should be valid for a period of 3/6 month in excess of the warrantee period/work completion period or purchase order date.
- b. 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 or of Rs. 200/- whichever is higher.
  - c. The SD shall be 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.
  - d. The Company is empowered to recover from the SD 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 unsatisfactory performance or non-fulfillment of any of the conditions of the tender/contract.
  - e. The Bank Guarantee/SD shall remain in force and binding, notwithstanding, if any variation, alteration, modification etc. are made to the contract or any extension of the contract period are granted by RSMML.
  - f. RSMML shall not pay any interest on the Security Deposit. The Security Deposit shall be released on application by the contractor after expiry of guarantees and after discharge of all the supplier's obligations under the contract.
  - g. The said Security Deposit shall not in any way be construed as a limitation of the transporter's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any remedies available to RSMML in terms of the contract and or as per the laws of the land.
  - h. Bank Guarantee/SD should be sent to the office of Dy. General Manager (MM), RSMML Ltd., Jhamarkotra Mines

- 21. LEGAL & STATUTORY OBLIGATION:** The transporter shall perform the work in accordance with all applicable Acts. Statutory Rules & Regulation now in force or enforced subsequently. All vehicles deployed by the transporter 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 transporter 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 transporter 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 transporter. In this regards the decision of the company shall be final and binding on the transporter.

- 22. 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.

**23. 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 material /consignment 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, losses of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

**24. 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.

**25. JURISDICTION:** The law of the land with prevails and the legal jurisdiction shall be the Courts situated at Udaipur only.

**For RAJASTHAN STATE MINES & MINERALS LIMITED,**

**DY. 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.

Date & Place:

Signature of Tenderer with official stamps



**ACCEPTANCE TO SCOPE OF WORK**

<b>S. No.</b>	<b>Description</b>
1	Collection of GRs/ RRs/PWB/ instructions from Jhamarkotra Mines clearing, forwarding work ,collection of all consignments from all local suppliers and transportation at Udaipur including maintenance of registers and records thereof.
2	Booking of consignments at Udaipur (Rate per RR/GR/PWB etc.)
3	To provide Chain Pulley Block to handle bulky cases at Udaipur weighing over 500 Kgs. Where loading/unloading by chain pulley block only is possible.
4	To engage Crane for the consignment weighing above 1MT which requires crane only for loading into trucks (permission from DGM(Stores) should be obtained before engaging the crane).
5	Local Transportation
i)	Transportation of Cooking gas or any Co's material in loading Temp/three wheeler/ mini trucks from Jhamarkotra to colony at Baghdara including loading & unloading or visa/-versa.
ii)	-do- but to Jhamri dam (near Jhamarkotra Mines) or visa-versa ( any Store's material)
iii)	Transportation of Co's material from Central Stores to Beneficiation Plant/ any other designated places, loading & unloading and in a distance of up-to 16 KM and weight upto 3 MT
iv )	do- but weight above 3 MT ( by Truck)
6	Parcel & packages ( Per Action) a. 01 Kg to 99 Kgs packages b. 100 Kgs. To 199 Kgs. Packages c. 200 Kgs. To 499 Kgs. Packages d. 500 Kgs. To 999 Kgs. Packages e. 1000 Kgs. & above. f. Lubricant barrel.
7	Clearing work from various transporter's office/ godown, railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Truck (upto 3 MT capacity)
8	Clearing work from various transporter's office/ godown, railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Truck (upto 9 MT capacity)
9	Clearing work from various transporter's office/godown & railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Truck (upto 16MT capacity)
10	Clearing work from various transporter's office/godown & railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Trailer 22T capacity or above
11	Clearing work from Jhamarkotra mines Central stores to Udaipur by Truck by above mentioned capacity vehicles
12	Transportation from RSMML's various destinations and vise-a-versa rates on per KM basis for vehicles of following capacity: a) 9 Ton b) 16 Ton c) 22 Ton d) Trailers 22 Ton or above capacity Minimum / maximum time required should be indicated against each based on the distance

### OUTWARD TRANSPORTATION

S.No.	Description
1.	Transportation of Co's material from & to Jhamarkotra Mines/ Udaipur weighing upto 9 MT on door delivery basis with minimum time to following destinations ( time to be mentioned by the transporter and visa-versa
1	Ahmedabad
2	Barmer
3	Bikaner
4	Chittorgarh
5	Delhi
6	Erandawane, Pune
7	Jaipur
8	KGF/Mysore
9	Kolkata
10	Kota
11	Mumbai
12	Phaltan, Satara, Maharashtra
13	Sanu Lime stone Mines, Jaisalmer
14	Singrauli (MP)
2.	Transportation of Co's material from & to Jhamarkotra Mines/ Udaipur weighing upto 16 MT on door delivery basis with minimum time to following destinations ( time to be mentioned by the transporter and visa-versa
1	Ahmedabad
2	Barmer
3	Bikaner
4	Chittorgarh
5	Delhi
6	Erandawane, Pune
7	Jaipur
8	KGF/Mysore
9	Kolkata
10	Kota
11	Mumbai
12	Phaltan, Satara, Maharashtra
13	Sanu Lime stone Mines, Jaisalmer
14	Singrauli (MP)
3.	Transportation of Material in Trailers of capacity 22 MT or more from or to following destination (Rate may be given per Km/MT basis.)
1	Ahmedabad
2	Barmer
3	Bikaner
4	Chittorgarh
5	Delhi
6	Erandawane, Pune
7	Jaipur
8	KGF/Mysore
9	Kolkata
10	Kota
11	Mumbai
12	Phaltan, Satara, Maharashtra

	13	Sanu Lime stone Mines, Jaisalmer
	14	Singrauli (MP)

The above scope of work is indicative, tenderer has to complete all the related jobs, if any, required for Clearing, forwarding, transportation, loading and unloading of stores material, whether mentioned above or not.

Signature of Tenderer with official stamp

Place:

Date:

**GENERAL PROFILE OF TENDERER**

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

1	Name & address of the tenderer with contact details.			
2	Name, email id & contact Nos. of Authorized Person dealing with tender			
3	Status of Tenderer i.e. Manufacture/ Authorized Dealer/Bonafide Dealer/any other.			
4	Whether Proprietor/Partnership/Company.			
5	Name of owner/partners Directors with full address.			
6	Annual turnovers in rupees for last three years (in lacs)	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			
11	Banker details:			
	a) Name			
	b) Branch No.			
	c) Address			
12	Bank Account No.			
13	Type of A/c:Saving/Current/CC/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			

Signature of tenderer with official stamp

Date &amp; Place:

**DECLARATION FOR REGISTRATION UNDER MICRO, SMALL & MEDIUM  
ENTERPRISES DEVELOPMENT ACT, 2006**

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

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.

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)

3. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

**EXCEPTION & DEVIATIONS**

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

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

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

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

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of tenderer with official stamp

Date:

Place

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

(To be submitted - part - I of the offer)

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

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

Signature of tenderer with official stamp

Date:  
Place:

**DECLARATION OF NON SUSPENSION/NON BANNING**

(To be submitted - part - I of the offer)

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

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

Signature of Tenderer with official stamp

Date:  
Place:

**LIST OF TRUCKS/MINI TRUCKS ETC. PROPOSED TO DEPLOY BY THE TENDERER**

<b>Sl. No.</b>	<b>MODEL</b>	<b>APPROVED CAPACITY</b>	<b>NAME OF REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>

We undertake that in the event of the contract being awarded to us, we shall deploy the tankers for the work under the contract.

(Signature of the Tenderer with Seal)

Date :

Place :



**LIST OF TRUCKS/MINI TRUCKS ETC. IN SUPPORT OF ELIGIBILITY  
CRITERIA**

<b>Sl. No.</b>	<b>MODEL</b>	<b>APPROVED CAPACITY</b>	<b>NAME OF REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>

We undertake that in the event of the contract being awarded to us, we shall deploy the tankers for the work under the contract.

Signature of tenderer with official stamp

Date:  
Place:

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

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

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.

**Declaration by the Bidder regarding qualifications Declaration by the Bidder**

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

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:

**Grievance Redress during Procurement Process**

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

The designation and address of the First Appellate Authority is: Mines Dept, GOR

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

- 1) **Filing an appeal** : If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in the procurement proceedings: Provided further that in case a Procuring Entity evaluates the technical bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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 along-with as many copies as there are respondents in the appeal;
  - b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- 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**

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

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

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

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :

5. Number of affidavits and documents enclosed with the appeal :

6. Ground of appeal:.....

.....

.....

.....(Supported by an affidavit)

7. Prayer:.....

.....

Appellant's signature :

Place:

Date:

**Additional Conditions of Contract**

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

- 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.

**ANNEXURE-XIII****PART-II (PRICE BID) for NIT No. 55 dated 23.09.2014****FOR CLEARING, FORWARDING, TRANSPORTATION, LOADING AND UNLOADING OF STORES MATERIAL**

S.No.	Description	Rate (Rs.)
1	Remuneration (Agency Charges per month) for Collection of GRs/RRs/PWB/ instructions from Jhamarkotra Mines clearing, forwarding work ,collection of all consignments from all local suppliers and transportation at Udaipur including maintenance of registers and records thereof.	
2	Service charges for onward booking of consignments at Udaipur (Rate per RR/GR/PWB etc.)	
3	Charges to provide Chain Pulley Block to handler bulky cases at Udaipur weighing over 500 Kgs. Where loading/unloading by chain pulley block only is possible.	
4	Local Transportation	
i)	Transportation of Cooking gas or any Co's material in loading Temp/three wheeler/ mini trucks from Jhamarkotra to colony at Baghdara including loading & unloading or visa/-versa.	
ii)	-do- but to Jhamri dam(near Jhamarkotra Mines) or visa-versa ( any Store's material)	
iii)	Transportation of Co's material from Central Stores to Beneficiation Plant/ any other designated places, loading & unloading and in a distance of upto 16 KM and weight upto 3 MT	
iv)	-do- but weight 3 MT to 9MT( by Truck)	
5	Parcel & packages ( Per Action) a. 01 Kg to 99 Kgs packages b. 100 Kgs. To 199 Kgs. Packages c. 200 Kgs. To 499 Kgs. Packages d. 500 Kgs. To 999 Kgs. Packages e. 1000 Kgs. & above. f. Lubricant barrel.	
6 (i)	Transportation charges for contractor's vehicle under clearing work from various transporter's office/ godown, railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Truck (up-to 3 MT capacity)	
6 (ii)	Transportation charges for contractor's vehicle under clearing work from Jhamarkotra Mines to various transporter's office/ godown, railway station of Udaipur/Municipal limits by same Truck during return journey (up-to 3 MT capacity)	
7	Transportation charges for contractor's vehicle under clearing work from various transporter's office/ godown, railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Truck (up-to 9 MT capacity)	
8	Transportation charges for contractor's vehicle under clearing work from various transporter's office/ godown, railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Truck (up-to 16 MT capacity)	
9	Transportation charges for contractor's vehicle under clearing work from various transporter's office/ godown, railway station of Udaipur/Municipal limits to Jhamarkotra Mines by Trailer (22 MT	

	capacity or above)	
10	Transportation charges for contractor's vehicle from RSMML's various destinations and vice-versa (rates on per MT/KM basis).	
	Ahmedabad	
	Barmer	
	Bikaner	
	Chittorgarh	
	Delhi	
	Erandawane, Pune	
	Jaipur	
	KGF/Mysore	
	Kolkata	
	Kota	
	Mumbai	
	Phaltan, Satara, Maharashtra	
	Sanu Lime stone Mines, Jaisalmer	
	Singrauli (MP)	

Note : Where higher capacity trucks or any other vehicle are used by the transporter for weight less than the capacity mentioned above, the rate chargeable shall be only for the designated transport as mentioned above.



OUTWARD TRANSPORTATION

S. No.	Description	Rate (Rs.)
1	Transportation of Co's material from & to Jhamarkotra Mines/ Udaipur weighing upto 9 MT on door delivery basis with minimum time to following destinations time to be mentioned by the transporter and visa-versa	
	1 Ahmedabad	
	2 Barmer	
	3 Bikaner	
	4 Chittorgarh	
	5 Delhi	
	6 Erandawane, Pune	
	7 Jaipur	
	8 KGF/Mysore	
	9 Kolkata	
	10 Kota	
	11 Mumbai	
	12 Phaltan, Satara, Maharashtra	
	13 Sanu Lime stone Mines, Jaisalmer	
	14 Singrauli (MP)	
2	Transportation of Co's material from & to Jhamarkotra Mines/ Udaipur weighing upto 16 MT on door delivery basis with minimum time to following destinations ( time to be mentioned by the transporter and visa-versa	
	1 Ahmedabad	
	2 Barmer	
	3 Bikaner	
	4 Chittorgarh	
	5 Delhi	
	6 Erandawane, Pune	
	7 Jaipur	
	8 KGF/Mysore	
	9 Kolkata	
	10 Kota	
	11 Mumbai	
	12 Phaltan, Satara, Maharashtra	
	13 Sanu Lime stone Mines, Jaisalmer	
	14 Singrauli (MP)	
3	Transportation of Material in Trailers of capacity 22 MT or more from or to following destination (Rate may be given per Km/MT basis.)	
	1 Ahmedabad	
	2 Barmer	
	3 Bikaner	
	4 Chittorgarh	
	5 Delhi	
	6 Erandawane, Pune	

7	Jaipur	
8	KGF/Mysore	
9	Kolkata	
10	Kota	
11	Mumbai	
12	Phaltan, Satara, Maharashtra	
13	Sanu Lime stone Mines, Jaisalmer	
14	Singrauli (MP)	

**NOTE:**

1. The above offered rates are inclusive of all i.e. transportation charges, road tax, permit tax, toll tax, any other Govt. levies & taxes, transit insurance etc. except Service Tax on transportation for the total scope of the transportation work.
2. Transportation rates offered above are based on the retail High Speed Diesel prices @ Rs 61.84/- per Ltr, prevailing as on 23.09.2014 at Udaipur.
3. In case the transporter is advised to bring the material while in return trip from the above destinations within 2-3 days, composite rate for to & from transportation may be indicated separately for each destination.

Signature of Tenderer with official stamp

Place:

Date: