



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

***TENDER DOCUMENT***

***FOR***

**“SPRING LEAF WORK OF VEHICLES AT JHAMARKOTRA”**

Tender No: RSMM/Jkt./DGM (M)/Cont/2014-15/ 03

Date 30.08.2014

Issued By  
DGM(Mech.), Jhamarkotra Mines, Udaipur

Place of Sale of Tender: Sr. Manager (F& A),  
Marketing Deptt., Udr. or can be downloaded  
from our website.

Date of Sale of Tender: From 17.10.2014 to 05.11.2014 till 1:00 PM

Date of Receipt of Tender: 05.11.2014 up to 2-00 PM at Sr. Manager (F& A),  
Marketing Deptt., 4 Meera marg, Udaipur.

Date of Opening of  
Techno-commercial Part: 05.11.2014 at 2.30 PM at Sr. Manager (F& A),  
Marketing Deptt. 4 Meera marg, Udaipur.

Cost of tender document Rs. 570/- (Incl. Sales Tax)-Non Transferable

Dat

## SECTION -I

RAJASTHAN STATE MINES & MINERALES LIMITED  
(A Government of Rajasthan Enterprises)  
Jhamarkotra mines, Udaipur  
Ref. No: RSMM/JKT / DGM (M)/CONT/ 2014-15/03

Dated 30.08.2014

### NOTICE INVITING TENDER

Sealed tenders in two part (Part-A techno comm.l offer and Part-B: price offer) are invited for following work from contractor having experience of similar nature of work:-

Brief Description of work	Period of contract	Contract value	Cost of tender document	Earnest Money by DD/PO
Spring leaf work of vehicles at Jhamarkotra Mines.	24Months	Rs.1.00 lac	Rs.570/-	Rs.2,000/-

Cost of tender document is inclusive of VAT, payable in cash/ by DD in favour RSMM Ltd., Jhamarkotra Mines, Udaipur.

Period& place of sale of documents: Sr.M (F&A), Jkt mines, Udaipur or download from our web site.	From 17.10.2014 to 05.11.2014 up to 1:00 pm, in case download from website, tender fee to be deposited with the Techno-commercial offer
Last date & Time of Submission of Offer.	Dated 05.11.2014 up to 2.00PM at Sr.Manager (F& A), Marketing Deptt.,Udr
Date of opening of Techno commerical offer.	Dated 05.11.2014 at 2.30 PM at Sr.Manager (F& A), Marketing Deptt.,Udr

#### **Pre-qualifying criteria:**

The tender should have minimum turnover of Rs.40000/- in any one of the immediately three preceding financial years in tenderer name.

The tenderer should submit duly attested copy of balance sheet in support of turnover.

The tenderer shall be considered on the basis of document furnished in support of pre-qualifying criteria. The decision of the company will be final and binding in this regard.

The company reserves the right to accept or reject or all offers without assigning any reason. Also company does not bind itself to accept the lowest price offer.

The Company shall not be responsible for any postal delay or loss of offer. Offer sent by Fax/Telex/ E-Mail shall not be accepted.

Dy. General Manager (M)

## SECTION -II

### DEFINATIONS:

- 2.1 “RSMML” or “COMPANY” shall mean “Rajasthan State Mines & Minerals Limited” having its office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successor and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.2 “Contractor” shall mean the person or persons firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrator, successors and executors.
- 2.3 “Contract” shall mean the agreement between the company and the contractor for execution of the works including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special condition of contract, job specification, general requirements, time schedule for completion of work, agreed variations, letter of Acceptance /telegram awarding the work alternation/ variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.4 “Completion Certificate” shall mean the certificate to be issued by the Engineer-in-charge when the works have been completed to his satisfaction as per term of the contract.
- 2.5 “Contract Rate” or “Schedule Rate” or Tender Rates or “Rate of remuneration” means rate entered in figure and words in schedule/s by the contractor and accepted by the company as payable to the contractor for execution / performance of all contractual obligations.
- 2.6 “Engineer-in-charge” shall mean the officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the company and shall also include the Head of SBU & PC- Rock Phosphate.
- 2.7 “Head of SBU&PC-Rock Phosphate” shall mean Group General Manager for the SBU&PC-Rock Phosphate of RSMML or his successor in the office so designated by the Company.
- 2.8 “Tender” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Comp

**INSTRUCTION TO THE TENDERER**

**3.1 TENDERER TO OBTAIN THE INFORMATION ON HIS OWN**

The tenderer while offering his tender, shall for all purposes whatsoever, be deemed to have himself independently obtained relevant and necessary information for preparing his tender. The details given in tender document is not guaranteed. The details given in the tender document are basically for reference & guidance of the tenderer. The tenderer is required to satisfy him in all respect, before the submission of offer.

The tenderer shall be deemed to have examined the tender document , to have obtained his own information in all matters whatsoever that might affect directly the carrying out of work at the contract rates & to have satisfied himself to the sufficiency of his tender. Any error in description or omission in the document shall not vitiate the tender or release the tenderer from his obligation. The tenderer is deemed to know and understand the scope, nature, magnitude of the work and reurement of the work and requirement of materials, equipments, tools & labor involved, wage structures, conditions of service of company's staff/workman doing similar and same type of work

The tenderer, at his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work.

The in-charge of Light Vehicle of the company at Jhamarkotra Mines may be contacted to familiarize with the work.

The tenderer, if awarded the work, the work shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/omission/error in not collecting the details required for execution of work.

**3.2 TRANSFER OF TENDER DOCUMENTS**

Transfer of tender document is prohibited.

**3.3 ONE BID PER TENDERER**

Each tender shall submit only one tender.

**3.4 COST OF BIDDING**

The Tenderer shall bear all costs associated with the preparation and submission of his, offer, and the company will in no case be responsible or liable for those costs, under any conditions.

**3.5 GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

(i) All signatures in the tender documents shall be dated as the pages of all the section of tender documents shall be initialed at the lower right hand corner and signed.

(ii) The tender shall contain the name and place of business of persons, furnish full participants in the tender and shall be signed by the tender; Partnership firms shall furnish full particulars of all partners in the tender.

(iii) Tender containing corrections and alterations are liable to be rejected.

(iv) The tender should be made in English/Hindi only. ..4

- (v) The company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service, offers through telegraph /Fax/E-mail/Telex shall not be accepted.

3.6 ADDEND/CORRIGEND

Addenda/corrigenda to notice inviting tender or to this tender document may be issued to clarify documents or to reflect modification in the specification or terms & conditions or scope of work or scope of work or for any other reasons.

3.7 SUBMISSION OF TENDERS

Tender along with covering letter and information regarding similar work experience shall be submitted to DGM (M), Rajasthan State Mines & Limited, Jhamarkotra Mines Udaipur.

The part – 1”Techno – commercial Bid” should contain the detailed Technical offer and copy of tender document (Including addenda/ corrigenda, if any) duly signed and sealed along with all its Annexure, Earnest Money Deposit. Any price indication should not be given in the Techno- commercial bid.

The following information / documents are to be given in the part-1 “Techno- commercial bid”.

1. One complete tender document as issued by company duly filled in, Signed on each page by the tender/authorized representative of the tender in token of the acceptance of the terms and conditions of this Tender.
2. Earnest money Deposit as per NIT.
3. Power of attorney in favor of authorized representative signing the tender.
4. Information regarding balance sheet in support of turnover by the tenderer.
5. Permanent account number (PAN)
6. Provident fund Account number (PF)
7. Service tax Reg. no.
8. Declaration that they have not banned or delisted by RSMML
9. Undertaking that no condition is mentioned in part II “Price bid” and confirmation to the effect that the price quoted in part II “price bid” of the tender will be firm.

3.8 PART II”PRICE BID”

The “Price Bid” shall be submitted in one copy. The tenderer is to quote the rate in the form provided at section of this tender document.

The rate is to be quoted in Rupees and the prescribed price bid Performa and is inclusive of all taxes, levies etc. including service tax , if applicable.

While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.

The rate accepted by the company will remain firm & fixed till complete execution of the contract. Tenderer should quote rates both in words & figures.

3.9 DEADLINE FOR SUBMISSION OF BIDS

In the event of specified date for the submission of bids being declared a holiday for the company, the bids will be received up to the appointed time on the next working day.

The company may extend the deadline for submission of bids by issuing an amendment , in which case all rights and obligations of the company and of the tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

3.10 OPENING AND DEVIATION

The envelope containing part1- Techno-commercial bid of the offer will be opened in the office of the DGM (M) Jhamarkotra mines Udaipur as per NIT. The authorized representative of the tender is at liberty to be present at the time of the opening of the tender.

If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

3.11 EXCEPTIONS AND DEVIATION

Tenders are advised to submit quotations based on the terms and condition and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulation of deviations to the terms and conditions are liable to be ignored.

3.12 EARNEST MONEY

The tenderer shall pay earnest money of as per NIT in the form of crossed demand draft/bankers cheque in favour of the company and drawn on any nationalized /Scheduled bank at Jhamar kotra mines /Udaipur and attach the same in original with the technical bid of the tenderer ,failing which the bid is liable to be rejected.

No interest shall be paid by the company on the earnest money so deposited by the tenderer.

The earnest money of the tenderer whose bid is not found to be acceptable on the basis of pre- qualifying criteria and or on evaluation of their techno-commercial bids will be returned at the earliest. While returning the earnest money of the disqualified tenders, the original demand draft/bankers cheque (Pay order) shall be returned to the tenderer through a forwarding letter.

The earnest money of the tenderer, who are technically successful but not awarded the work, shall be refunded in form of original Demnd Draft/Bankers cheque (Pay order) through a forwarding letter after issue of LOA/DLOA to the successful tenderer.

The earnest money deposited by the successful tenderer will be refunded after acceptance of the security Deposit (SD), if it is in form of bank guarantee. If SD is in form of (DD), then EMD of such tenderer will be adjusted against the SD.

The earnest money of a tenderer shall be forfeited in the following cases;-

- a. If the tenderer withdraws or modifies the offer after submission of the tender.
- b. If the tenderer does not submit the prescribed bank guarantee/DD as security deposit within one month of the date of LOA/DLOA issued in favor of tenderer.
- c. If the tenderer does not acknowledge and accept LOI within the prescribed period or extended time.
- d. If it is established that the tenderer has submitted any wrong information / forged documents along with the tender or thereafter.

3.13 VALIDITY

Tenders submitted by tenderer shall remain valid for acceptance for a period 180 days, from the date of opening of the tender. An offer with a less validity period is liable to be rejected.

The tenderer on its own shall not cancel and/or withdraw his tender nor shall he make any variation therein during the validity period or in extended period.

3.14 NEGOTIATION

No negotiation shall be held other than L1 bidder.

3.15 CRITERIA FOR DECIDING LOWEST TENDERER (L1)

The lowest total contract value of work shall be the criteria for deciding lowest tenderer.

3.16 RIGHTS OF COMPANY

The company reserves the right-

to accept or reject any or all the tenderer, in part or in full, without assigning any reason, there to,

- a. not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- b. To increase / decrease period of contract, without any additional obligation on it.
- c. not to carry out any part of work.
- d. to reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

The company may exercise any of the above right at any time prior to the award of contract.

**GENERAL CONDITIONS OF CONTRACT (GCC)****4.1 INTERPRETATION OF CONTRACT DOCUMENT**

Except if and the extent other wise provided by the contract, the provisions of general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, error or omission in the contracts or any of the matter may be referred to the engineer in – charge whose decision shall be final and binding.

In case any inconsistency or contradiction between the provisions of General Conditions of Contract and special conditions of contract, the special condition of contract shall prevail unless and until provided otherwise.

**4.2 SECURITY DEPOSIT**

The successful tenderer shall furnish a security deposit 10% of total contract value. Total contract value will be calculated on this basis of the contract rate of remuneration payable to the contractor for the total period of the contract.

The tenderer shall furnish security deposit through demand Draft/bank guarantee in favor of RSMML, Udaipur, within 30days of issuance of such communication of thecontract. The bank guarantee shall beprovided only in the approved format of the company from a Scheduled/Nationalised bank having its branch at Udaipur. No amendment in this format shall be acceptable to the company.The bank guarantee shall ber valid for the entire contract and /or extended period,if any, plus a grace period of six months. The company shall be entitled to encash the same and appropriate the whole of the amount or part there of against its clams/dues or sums payable as contained herein.

The security deposit shall be liable to be forfeited wholly or party at the sole discretion of the company, should the contractort either fail to fulfil the contractual obligations or fail to settle in full, his dues to the company.in case of premature termination of the contract,the security deposit will be forfeited and the company will be at liberty to recover mthe loss suffered by it from the contractor.

All compensation or other sums of money payable by the contractor to the company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the contractor from the company on any account and in the event of the such amount being insufficient the contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

In the event of bank guarantee amount being insufficient,then the baiance recoverable amount shall be deducted from any sum, then due.The contractor shall pay to the company on demand any balance remaining due. in case the bank guarantee is invoked for any reasons, the contractor is required to furnish a fresh bank guarantee in the same format for the same amount and for the same period as

the original bank guarantee within a period of 30 days from the date of original bank guarantee.

No interest is payable on security deposit amount.

In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

4.3 PROVIDENT FUND

The contractor shall be wholly responsible for complying with the fulfillment's of the provisions of the Employees provident fund and miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

4.4 TAXES

The contractor shall be responsible for the payment of any and all contractors duties, levies and taxes etc. Payable now or hereinafter to be imposed by the central or State Government authorities, for execution of the works under the contract.

4.5 INSURANCE

Insurance shall be taken by the contractor at his own cost for his employees engaged in the performance of the contract.

4.6 NO CLAIM IF WORK IS ABANDONED OR POSTPONED

The contractor have no claim, whatsoever against the company if the work or any part thereof covered by the contract is postponed to any other reason/s.

The company decision in this regard shall be final and binding on the contractor.

4.7 MANPOWER FOR THE WORK

Sufficient manpower are to be deployed to carry out the work of the work of spring leaf at Jhamarkotra Mine site as & when required on telephonic intimation basis without delay to complete the work in time. The contractor will be wholly responsible to bear all wages/ salary, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen compensation Act, 1923. RSMML will not in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labors engaged by the contractor for this work.

The contractor shall have to make all payments to the workers/labours /staff by him every month latest by the 7<sup>th</sup> day of the following month. The minimum wages applicable during contract period shall be paid to its employee by the contractor. If the contractor fails to pay to the workers/staff/labour any dues, RSMML may make arrangements for payment thereof after giving 15day's notice to the contractor and deduct he amount along with expenses from its bills and/or from its security or in such manner as may be deemed fit by RSMML.

#### 4.8 COMPLIANCE IN RESPECT OF VARIOUS ACTS.

The contractor shall at his own cost, observe, perform, and comply with the provisions of the Acts applicable during the execution of the contract, and Rules/ Bye-laws framed there under as applicable to this work.

It will be the sole responsibility of the contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time the Company reserves the right to deduct necessary amount from the contractor's bills towards such payments without prejudice to the rights & remedies of the company.

#### 4.9 FORCE MAJEURE

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to, notice/s from the Directorate of Mines Safety Office, Other statutory authority, Civil Commotion, Fire accidents, epidemics, War, acts of or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

#### 4.10 TERMINATION

If the Contractor fails to execute the work or any part thereof within the time specified or extension give by the engineer in charge, in its option, by written notice of 30 days, contract may be terminated by the company.

In case of termination of the contract, the whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited.

#### 4.11 DISPUTE & JURISDICTION

The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of RSMML shall be final and binding.

No courts other than the courts located at Udaipur (Raj) shall have jurisdiction over any matter concerning any aspect of the work under this tender.

The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

## SECTION-V

### 5.0 APPLICABILITY

These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

### 5.1 INTRODUCTION

The Rajasthan State Mines Minerals limited is involved in the mining, beatification, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc. The rock phosphate concentrate is produced from the processing of low grade ore in the main process plant in the form of powder at Industrial Beatification Plant at Jhamarkotra Mines; district Udaipur in the state of Rajasthan.

The Jhamarkotra Mines is situated at an approximate distance of 27 Km. from the town of Udaipur in Rajasthan.

### 5.2 PRE-QUALIFICATION CRITERIA:

The tenders shall be pre-qualified on the basis of the following criteria:

The tenderer should have minimum turn over of Rs. 0.40 lacs, in any one of the immediate three preceding financial years, The tenderer should possess valid contract Licence issued by the appropriate authority, Govt. of Rajasthan.

The tenderer should submit attested copy of audited balance sheet in support of turn over.

- a. The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.
- b. The tender /bidder who have earlier been suspended or banned or show contracts have been terminated by the company shall not be eligible to participate in this tender during the currency of the suspension or banned period.
- c. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.
- d. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The Company may reject any tender based upon the past performance record of the tenderer with the company.

### 5.3 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK.

Following details are required to be furnished by the successful tenderer to the Engineer-in-Charge at the time of commencement of work.

- i) Copy of Letter Acceptance for the work.
- ii) Details of the personnel who will be engaged for execution of the work.

#### 5.4 SCOPE OF WORK

Following are the scope of work for leaf tensioning work on different vehicles as and when required at Jhamarkotra Mines.

- (a) Leaf spring works of different type of vehicles such as Tata, Mahindra make etc.
- (b) Repair/replacement of spring leaf of vehicles.
- (c) Replacement of broken leaf springs, centre bolts bushes, hangers, shackles and its lubrication etc. and refitting on the vehicles.
- (d) Dismantling, tensioning and assembling of leaf spring-assembly on the vehicle.

RSMML will provide following free of cost, for leaf tensioning work on different vehicles as and when required at Jhamarkotra Mines.

- (i) Leaf springs, pin bush, centre bolts, hangers, shackles etc require for leaf tensioning work.
- (ii) Welding, cutting facilities.

#### 5.5 PAYMENT

- i) For payment purposes the contractor shall raise the bill on monthly basis to receive its remuneration from the RSMML and the bill shall be duly verified by the Engineer Incharge. The rates as accepted by the company shall only be considered for billing purpose.
- ii) The contractor, on submitting the bill duly verified by the Engineer Incharge for the work done, is entitled to receive a monthly payment within a period of 15 days after submission of the bill.
- iii) The payment against the bill will be made after making necessary deductions. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

#### 5.6 CONTRACT PERIOD

The period of contract shall be two years from the date of letter of Acceptance / Work order. The company may extend the period of contract for a further period of one year on the same rate and terms & conditions.

The contractor is required to commence the work within a period of 10 days from the date of issue of Letter of Acceptance (LOA/ DLOA). These 10 days may be considered as mobilization period.

#### 5.7 COMPENSATION

If the contractor fails to complete the work with in 3 days of intimation then compensation @Rs.500 per day for the delay period may be levied.

The compensation levied on the contractor shall be recovered from his payment. The decision of GGM (Phos) will be final and binding on the contractor in this regard.

## 5.8 RISK & COST

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations. The work can be completed by engaging third party at the risk and cost of the contractor.

## 5.9 CLOSING OF THE CONTRACT & FINAL PAYMENT

When the Contractor fulfils all his'its obligations under the contract to the satisfaction of Engineer in-charge and subject to terms & conditions of the contract, he/it shall be eligible to get final bills along with the security deposit.

Following documents are to be submitted along with final bill.

- (a) A certificate to the effect that no outstanding claims/ payments are due to the persons employed iby the contractor.
- (b) No claim certificate by the contractor, in favour of company the No claim has been due towards the company and he will not claim any dues after the closure of the contract.

On receipt of this, the company shall verify the same. Payment may be released after deducting due amount due to the company on any account if any, and after statutory deductions.

### UNDERTAKING

I/We have carefully gone through & fully understood all terms and conditions spelt out in various chapters, clauses, sub-clauses etc. of the tender and these are acceptable to we/us.

For and on behalf of the tenderer

(Authorized Signatory)  
Seal & date

**LETTER OF SUBMISSION OF TENDER**  
(On the letter head of the tenderer)

FROM:-

To,  
The Dy.General Manager (M),  
R.S.M.M. Ltd.,  
Jhamarkotra Mines.

Sub: - "Spring leaf tensioning work at Jhamarkotra Mines"  
Ref: - Tender No. RSMM/Jkt (DGM (M)/Cont.14-15 dated

*Dear Sir,*

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same. We do hereby confirm and declare that we have independently inspected existing infrastructure of Jhamarkotra Mines including other related areas, ascertained and obtained all relevant and necessary information data, particulars existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, and similar nature of work at Jhamarkotra.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of crossed Demand Draft in favor of RSMML payable at Udaipur particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.  
D.D. No                      Date                      Name and Address of Bank                      Amount
5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount of Rs.                      /- (Rupees----- Only) and/or security deposit or pay to the company such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, and all other requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/ counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contract shall be acceptable and binding on me/us.

Signature of bidder(s) with  
Seal

RAJASTHAN STATE MINES AND MINERALS LIMITED  
JHAMARKOTRA ROCK PHOSPHATE MINES

FORM "2"

DETAILS OF EXPERIENCE

Tender No. RSMM/Phos/DGM (M)/Cont/14-15 dated

Name of Tenderer-----

Tenderer will give information of the similar work done as per the proforma given below:-

S.No.	Order No.	Year	Full parti. of similar work	Value of Contract

Certified that the above information is correct.

Sign. of tenderer(s) with the seal

**RAJASTHAN STATE MINES AND MINERALS LIMITED**  
(A Government of Rajasthan Enterprise)  
**JHAMARKOTRA ROCK PHOSPHATE MINES**

FORM"3"

**PRICE OFFER**  
**PROFORMA FOR NON NEGOTIABLE PRICE BID**

This part of tender should contain the "PRICE BID" only and should be submitted in a separate sealed envelope super scribing on the envelop the tender No., Name and Address of the tenderer and indicating in bold letter "PRICE BID" only. The price bid should be submitted, strictly in proforma as given below:-

Tender No. RSMM/Jkt.DGM (M)/Cont/2014-15/03 dated 30.08.2014

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

Contact period- Two years.

S. No.	Description	Dismantling, tensioning, replacement of broken spring leaf, centre bolts,bushes, hangers,shac -kles etc. as reqd & refitting leaf spring assy.on the vehicle <b>(Front) -Rate in Rs. per set.</b>	Dismantling, tensioning, replacement of broken spring leaf, centre bolts,bushes, hangers,shack -les etc. as reqd & refitting leaf spring assy.on the vehicle <b>(Rear) - Rate in Rs. per set.</b>	Total Value (Rs.)
1.	Spring leaf work for all TATA models diff. vehicles, SE, 909, 1210, 1613, 1616 (Aprox.Qty.-80 Sets in a year.)			
2.	Spring leaf work for TATA models 407, Ambulance, Mahindra Ambulance (Aprox.Qty.-10 Sets in a year.)			
3.	Spring leaf work for Mahindra Jeeps and Bolero Campers (Aprox.Qty.-20 sets in a year)			

**Note:**

- 1 Tender rates must be entered in figures & words. Approx. quantity of spring leaf is indicated which may vary (+/- 10%).
- 2 In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- 3 The rate quoted will be inclusive of all taxes, duties, levies etc. including Service tax if any

Signature of the Bidder & Seal

## PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Scheduled/Nationalised Bank having its Branch office at Udaipur on appropriate value of non-judicial stamp paper)

B.G. \_\_\_\_\_ Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Nationalised /scheduled Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) 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) from the demand under the terms and conditions of letter of intent no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor and agreement dated \_\_\_\_\_ entered into between RSMML and M/s. \_\_\_\_\_(Contractor), hereinafter called 'the said letter of intent/agreement' 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 fulfilment by the said letter of intent/agreement 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 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 of any of the terms and/or conditions contained in the Letter of Intent/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor 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 of any of the terms and condition contained in the said Letter of Intent/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of intent/agreement. 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 agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement 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 Intent/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this.17

- guarantee is made on the bank in writing on or before \_\_\_\_\_ ( scheduled completion date, plus six months), 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 hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety 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 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. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU & PC - Rock Phosphate 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 Intent/agreement or to extend time of performance by the said Contractor 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 and to forbear or enforce any of the terms and conditions relating to the Letter of Intent/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor 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 or ourselves or liquidation or winding up or dissolution or insolvency of the contractor 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 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 \_\_\_\_\_ 20.

**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 behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any, and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:**

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

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

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

**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

**Declaration by the Bidder**

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

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

Date:.....

Signature of Bidder.....

Place:.....

Name:.....

Designation:.....

Address:.....

**GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the first Appellate Authority is MD, RSMML, CO, Udaipur

The designation and address of the second Appellate Authority is Mines Department, Gov of Rajasthan, Jaipur

**(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 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 first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable. ....21

- (b) The fee shall be paid in the form of bank demand draft of banker's 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;
- (a) 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.
- (b) 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 & address of the respondent(s):
  - (i)
  - (ii)
  
3. Number & 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. Grounds of appeal:  
.....  
.....  
(Supported by an affidavit)
  
7. Prayer:  
.....

Place:

Date:

Appellant's Signature: