



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)
1/19-B, Asaf Ali Road, New Delhi 110 002 ,

Phone : 011-23231711, 23230829, Fax 011-23230710

Ref. no :-RSMML/DELHI/No.2020/01

Dated: 26.06.2020

NOTICE INVITING TENDER

Offers are invited for the following:

1. **“Housekeeping and room services work of RSMML Delhi Office-cum-guest house premises at 1/19-B, Asaf Ali Road, New Delhi ”**

Contract period: 02 years. EMD: Rs. 18,000/-, Tender document fees: Rs.590/-, & last date of sale & submission of offer 09.07.2020 till 3.00 pm.

RSMML shall be at liberty to discontinue any of the above services at its discretion giving one month's notice.

For detailed terms and conditions visit us on our web site **www.rsmm.com** or contact our Delhi Office at above address. Keep visiting our website till last date for updated information, if any.



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Dated:26.06.2020

NOTICE INVITING TENDER

Sealed tenders are invited from reputed Contractors having experience in similar nature of works.

| Brief Description of the work | EMD (In Rs.) | Contract Period |
|---|--|--------------------|
| House keeping & room services work of RSMML Delhi office-cum-guest house premises at 1/19-B, Asaf Ali Road, New Delhi 110 002 | 18000/- | Two years |
| Cost of tender document is Rs.590/- (inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of RSMML Ltd., payable at Udaipur (Raj) | | |
| Period & Place of Sale of documents: from 1/19-B, Asaf Ali Road, New Delhi or download from our website | From 26.06.2020 to 09.07.2020 upto 3.00 p.m. in case downloaded from website, tender fee to be deposited with the offer. | |
| Last Date & Time of Submission of offer | 09.07.2020 upto 3.00 p.m., at RSMML Office, New Delhi | |
| Opening of the tender offers | 09.07.2020 at 3.30 p.m at RSMML Office, New Delhi | |

RSMML shall be at liberty to discontinue any of the above services at its discretion giving one month's notice.

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

1. The tenderer should have minimum turnover of Rs.2.25 lakhs in any one of the immediate three preceding financial years, 17-18, 18-19 & 19-20 in tenderer's name.

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.

The Tenderer should submit duly attested copy of valid registration proof, attested copy of work execution/completion certificate and attested copy of balance sheets/CA certified in support of turn-over.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the Company will be final and binding in this regard.

The tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the Company for breach of conditions shall not be eligible to participate in this tender.

The Company reserves the right to accept or reject any or all offers without assigning any reason. Also the 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. Offers sent by Fax/Telex/E-mail etc. shall not be accepted.

(Issuing Authority)

Note :

The tenderers are advised to keep visiting our website till due/extended due date of tender for corrigendum/addendum, if any, to the tender.

DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 2.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.2 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.3 **“Officer-in-Charge”** shall mean any officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2.4 **“Contractor or Agency”** 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, administrators, successors and executors.
- 2.5 **“Tender”** shall mean collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- 2.6 **“Letter of Acceptance”** shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter.
- 2.7 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as applicable to the Contractor for execution /performance of all contractual obligations as per terms of this contract.
- 2.8 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance, alteration/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.

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1. INTERPRETATION OF CONTRACT DOCUMENT

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

3.2. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Officer-In charge whose decision shall be final and binding. In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

3.3. The tenderer can visit our Delhi office during office hours for guidance and for obtaining the details of work to be carried out.

3.4 Tender:

Tender offers are to be submitted in a sealed envelope addressed to RSMML, Delhi Office, New Delhi-2. This envelope should be marked with NIT number & work, Name of work, price bid, address of the contractor; telephone number etc is to be written on the top of each envelope for clarity.

The sealed offers should be submitted in the office of the RSMML, Delhi Office , New Delhi 110 002 on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.

3.5 PRICE OFFER

The tenderers are required to furnish their 'price bid' in the prescribed "Price" format. The quoted rates by the tenderer shall be for total scope of work & inclusive of taxes of all nature, duties, levies etc., excluding GST. The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for work in such a way that insertion and/or interpolation is not possible. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer. The amount stated in the

Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

3.6 Validity of offers :

Tender submitted by the tenderer shall remain valid for acceptance for a period of 120 days, from the date of opening of the tender. An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the said period of 120 days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

3.7 LATE BIDS/DELAYED BID:

Any Bid received by the Company after the deadline prescribed in the NIT due to any reason whatsoever will not be accepted.

3.8 TAXES:

- i. The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes payable at present by the Central or State Government authorities, for execution of the works under the contract. Any variation/withdrawal in the rate/nature of tax subsequent to the submission of the tender shall be reimbursed to/recovered from the contractor on submission of documentary evidence.
- ii. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (upto last date of submission of bid).
- iii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iv. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then Company is free to deduct/recover/retain such amount from the bills of the contractor or any other amount due to him/or from Security Deposit, as the case may be.
- v. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, the contractor is liable to pay all such dues to the Company, failing which RSMML is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/or from Security Deposit, as the case may be.

3.9 RATES & TAX DEDUCTION AT SOURCE:-

The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

3.10 **EARNEST MONEY:**

The tenderer shall pay Earnest Money as per NIT in the form of crossed Demand Draft/ Bankers Cheque in favour of the Company and drawn on any Nationalised/Scheduled bank at Udaipur and attach the same in original with the 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 tenders whose bids are not found to be acceptable will be refunded at the earliest. The earnest money deposited by the successful tenderer will be refunded after acceptance of the Security Deposit (SD), but the earnest money shall stand forfeited if the tenderer doesn't depute the required personnel's within 15 days from the date of issuance of LOA/DLOA.

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

- If the tenderer withdraws or modifies or alter the offer on its own after its submission to the RSMML.
- If the tenderer does not submit the prescribed Demand Draft/bank guarantee as security deposit within 21 days of the date of DLOA/LOA (Acceptance of tender) issued in favour of tenderer.
- If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
- If the tenderer does not commence the work within the time allowed.

3.11 **SECURITY DEPOSIT**

- i. The total security deposit for the work shall be 5% of the accepted contract value and shall furnish by the successful tenderer within 30 days from the date of issue of detail letter of acceptance. The successful tenderer shall furnish a Security Deposit in the form of Demand Draft/Bank Guarantee (in approved format of RSMML) in favour of RSMML.
- ii. The entire Security Deposit shall be refunded after six months of the expiry of contract period, provided the contractor has fulfilled all contractual obligations and he has rendered "No Claim and No Dues Certificate" to the Company.
- iii. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company.
- iv. In the event of Security Amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work or due to any reason, the contractor shall furnish additional security amount, so that the total amount of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the Contractor.
- v. No interest is payable on S.D. amount.

3.12 NEGOTIATION:

- i. 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.

3.13 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1:

The tenderer with the lowest offered total amount in Form-1 for the tendered work shall be decided as L-1 tenderer.

3.14 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/EMPLOYEES

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

3.15 PROVIDENT FUND:

- i. The contractor shall be wholly responsible for complying with the fulfilment 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.
- ii. The contractor shall have to get himself registered (if not already not registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. The contractor will be required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii. The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit the amount of PF deducted from the salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure-A) for this purpose will be required to be furnished on a stamp paper of appropriate value.

- iv. However, each running account/final bill must be submitted along with the name of the labour/employee deployed for the work, wages/salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-in-Charge/Office-in-Charge.
- v. Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through EPFO website.

3.16 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 later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

3.17 COMPLIANCE IN RESPECT OF VARIOUS ACTS

The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable on the work during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to the contractor including his employees,

3.18 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 or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from other Statutory Authority, Civil Commotion, Fire accidents, Epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/ interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. 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.

3.19 TERMINATION:

- i. In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the 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 contractor of the liabilities accruing till the date of such termination.

- ii. The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen (15) days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and /or losses or costs by reason of such earlier termination on any ground whatsoever.
- iv. In the event the supplier's services are found to be unsatisfactory, the Company shall have the right to immediately terminate the contract, without any liability or compensation to the supplier.
- v. Upon termination of the contract for any reason whatsoever, the contractor shall immediately recall his personnel from the work.

3.20 DISPUTE, JURISDICTION

- i. The place of the contract shall be Delhi. In case of any difference, the same shall be resolved by mutual discussions & agreement. However, the decision of the **Executive Director (Adm)** shall be final & binding.
- ii. No courts other than the courts located at New Delhi/Delhi shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

4.1. **Scope of work:**

4.1.1. : **LOCATION: RSMML office–cum-guest house premises at 1/19-B, Asaf Ali Road, New Delhi 110 002.**

4.1.2 Willing bidders are advised to inspect the site of work and understand it after having discussions with officers of the Company before submitting the tender.

4.1.3 : **Manpower** : The contractor will deploy adequate number of trained staff for cleaning & room services works of the guest house premises from 6 p.m to 10.00 a.m on all working days & 24 hours a day on Saturdays, Sundays & holidays.

The contractor will ensure replacement of staff on the weekly day of rest of the regular staff deployed for the work.

4.1.4 **Housekeeping Services:**

The details of the services required to be provided by the agency under above mentioned services is as under:

- i. The entire area of RSMML Delhi Office as well as guest house premises will be entrusted to the contractor in as is where conditions for keeping the area in neat & clean condition. Agency will be responsible for cleaning of entire areas of the building and collection and disposal of all waste material as per the instructions of the RSMM Officer-In-charge.

The staff to be deputed for cleaning and room services would be well trained in the job and they will also be trained for personal and site hygiene.

4.1.5 **Room services:**

- i. The contractor shall provide one trained and experienced person during the prescribed time duration.
- ii. The person so deputed should be in clean and hygienic uniform.
- iii. The person so deputed should have some exposure to the cooking and serving of eatables.
- iv. It will be the duty of the person so deputed (room attendant) to receive the guests, carry their luggage, getting the entries in the guest house register and facilitate the guest to the room.
- v. He will prepare and serve the tea/coffee, breakfast etc. to the guests as per their requirement as per the RSMML guest house schedule.

- vi. At the time of check-out of the guest, he will prepare the receipt of the charges of their stay and consumables used by the guests and charge the same as per the rate schedule of RSMML, Delhi office.
- vii. He will facilitate the guest along with their luggage etc. upto the ground entrance/vehicle of the guest.
- viii. After the check out of the guest, he will replace the linen etc.,
- ix. He will also switch off all the electrical items and equipment.
- x. He will also check all the toilet fittings to ensure their smooth functioning.

4.1.6 **Duties: Behaviour: Staff Requirement etc.**

- i. The agency shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- ii. The agency's staff shall not disturb the employees of the RSMML in the premises.
- iii. The agency's workers shall be polite, courteous, well behaved and honest.
- iv. The agency shall be fully responsible for any theft, burglary fire or any other mischievous deed done by its workers.
- v. The antecedents of all the workers would be got verified from police by the agency before deployment for work.
- vi. The RSMML shall have the right to impose cash penalty on the agency or deduct such amounts from its security deposit in case the building/property is put to any financial loss directly or indirectly by any act of omission on the part of the Agency's workers..
- vii. The agency shall be directly responsible for the payment of wages, which should not be less than minimum wages prescribed by Govt. of Delhi/NCR. Provident fund or any other benefits available under the rules be given to its employees. RSMML shall not entertain any such claim of the persons employed by the Agency.
- viii. During the execution of work for the contract period or extension if given, it will be the responsibility of the agency to get the insurance of the persons deployed & for any accident or mis-happening.
- ix. All the workers of the agency shall be free from infectious diseases.
- x. The agency will ensure to obtain proper license/ permission from the concerned.
- xi. The agency shall in no case transfer the services; it is required to perform under this agreement to any other agency or person.
- xii. The agency shall submit the copies of the monthly payment registers as well as the deduction made on account of CPF, ESI. alongwith the bills /or payment.
- xiii. The Agency shall replace any worker from service who is found unfit or unsuitable.
- xiii. The person deployed on duty should not be found in intoxicated condition. Smoking by them is also not allowed in the Company premises/duty places.
- xiv. Uniform shall be provided by the contractor to their employees. The employees shall wear the uniform while on duty. Agency will have to replace the staff/employee deployed by them for execution of works in case their behaviour/performance is not found satisfactory by OIC.

4.1.5 **Scope of work of employee:**

The age of persons offered to be deployed for housekeeping and room services purpose should not be below 18 years and not exceed 55 years. Proof of age certificate is to be enclosed before deployment of each person.

4.2. **Period of contract & Commencement:**

Initially the contract shall be for a period of two years from the date of award of work. **Please note that RSMML shall be at liberty to discontinue any of the above services at its discretion giving one month's notice.**

However, if the services of the contractor are found satisfactory, the company may extend the period of contract for a period of six months after the consent of the party on the same terms, conditions and rates.

Contractor shall have to depute the required personnel and start the work within 7 (seven) days from the date of issuance of LOA (Letter of Acceptance)/DLOA (Detailed Letter of Acceptance).

4.3. **Terms and condition of payment:** The RSMML shall pay the agreed amount to the agency on monthly basis after satisfactory completion of the work and submission of the bill for the same.

4.4. The party will submit the copies of challan of PF deposition & other details on quarterly basis.

4.5. **Compensation.**

- i. In case the Contractor fails to mobilise and commence the work within the stipulated period, the Company shall recover a pre-determined and agreed compensation @ 0.5% of the annual contract value on fortnightly basis from the contractor. In the event the compensation exceeds 2% of the annual contract value, then other provisions of tender such as termination of contract, forfeit of EMD shall be applicable.
- ii. In case it is found that the work is not carried out in the manner as specified in the Scope of work of tender document on account of Contractor's fault then the Company will recover a pre-determined amount of Rs. 200/- each day as compensation.
- iii. In case of no work is carried out by the contractor no payment will be made for that day in addition to it a sum of Rs. 1000/- will also be recovered as compensation. Beyond this the Company reserves its right to cancel & terminate the contract and forfeiture of Security Deposit at any point of time if the performance of contractor is not found satisfactory.
- iv. The compensation so paid and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

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

4.7. **Signing of Agreement:**

The signing of agreement shall constitute the award of the contract on the bidder and it must be signed within a fortnight of submission of security deposit.

4.8. **RISK AND COST**

In event of unsatisfactory work execution and/or non-execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

I/We have studied the above terms and conditions and have understood them fully, hereby convey our acceptance thereof.

Seal & Signature of Tenderer
Name & Address

Place:

Date:

TECHNO COMMERCIAL OFFER

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

General Information about the Tenderer

| | | | |
|--|-------|-------|-------|
| Name and Address of the Tenderer | | | |
| Name of contact person with Phone/Fax No. /E-mail | | | |
| Whether Individual, Firm or Company | | | |
| Date of incorporation (enclose partnership deed/Certificate of incorporation) | | | |
| Name of Partners/Directors | | | |
| Turnover (in Rupees) | 17-18 | 18-19 | 19-20 |
| Name and address of Banker(s) | | | |
| PAN No. | | | |
| Goods and Service Tax (GST) Regn.No. | | | |
| PF Account No. | | | |
| If tenderer is in any other business, also please specify | | | |
| Others – (specify) | | | |
| Bank details of RTGS 1. Complete Bank a/c. No. 2. IFSC/NEFT Code of branch 3. Name of Bank & Branch | | | |

Signature of Tenderer

EXCEPTIONS AND DEVIATION

Tender No.....

Name of Tenderer/Contractor :

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

| No. | Page No. of Tender Document | Clause No. of Tender Document | Subject | Deviation |
|-----|-----------------------------|-------------------------------|---------|-----------|
| | | | | |

Signature of tenderer(s)

With the seal

PROFORMA FOR 'PRICE BID'

Tender No. RSMM/ DELHI/No.2020/01/

Dated:

Name of the Tenderer _____

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 Performa as given below:-

| Sl. No. | Description of work | Amount (Rs. per calendar month) | |
|---------|---|------------------------------------|----------|
| | | In Figure | In words |
| I | House Keeping & Room Services work of RSMML office-cum-guest house at 1/19-B, Asaf Ali Road, New Delhi as per scope of work including the above rates. | | |

Note:-

- i) Rates must be entered in figures & words.
- ii) In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- iii) Unit rate quoted by the tenderer shall be inclusive of all taxes, duties & levies excluding GST which will be re-imbursed/recovered separately. The present rate of GST is @ 18%. The rates shall be inclusive of weekly day of rest. The month will be counted for the days of the relevant month.
- iv) All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.

Dated: -----

(Authorised Signatory)

Place: -----

Name :

Designation :

Annexure - 1**AFFL.DAVIT****(On non-judicial stamp paper of appropriate value)**

I _____ S/O _____

aged _____ Years _____ Resident of _____

On behalf of the tenderer i.e. M/S _____

Hereby take oath and state as under:

1. That I/we have submitted a tender for _____.
2. That I/we have gone through the terms & conditions of the tender document.
3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above tenderer / contractor).
4. That in case during the currency of the contract, I/we come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent

(Authorised signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed . So help me god.

Deponent

(Authorised signatory)

UNDERTAKING

(To be typed on Non Judicial Stamp Paper of appropriate value)

Tender No.....

Name of Tenderer

I,S/o Shri aged
 years, resident ofon behalf of the tenderer i.e. M/s.
 hereby undertake oath and state as under :

1. I/We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/We hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
2. I/We have not been banned/suspended/de-listed by RSMML or any government organisation/department.
3. I/We declare that I/We have not mentioned any exception/deviation of the tender conditions in our offer.
4. I/We declare that price bid is in prescribed proforma & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk and cost of us.
5. That we are registered under MSMED Act and registration number of the firm is..... (Copy enclosed) or that we are not registered under MSMED Act.
6. I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms and conditions of this tender and these are acceptable to we/us.
7. I/We do hereby declare that I/We have fully read and understood the provisions of Rajasthan Transparency in Public Procurement Rules, 2013 and all terms and conditions mentioned therein are acceptable to we/us.
8. I/We hereby declare that we will deploy the desired equipments as per the tender conditions at the time of commencement and mobilisation for the work.
9. I/We hereby declare that as on date no default has been made by us towards payment of GST and all returns upto the last date of submission of bid have been filed by us.

Signature of Tenderer(s)
 (Authorised Signatory)
 With seal

Place
 Dated :

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 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 interest 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 representatives for purposes of the Bid: or
 - d. have a relationship with each other, directly or through common third parties, that put 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 participate 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 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 of 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.

Signature of the Bidder

Name :

Designation:

Address

Place :

Date :

The designation and address of the First Appellate Authority is :-

Principal Secretary to the Government of Rajasthan
Department of Mines & Petroleum,
Secretariat,
Jaipur.(Rajasthan)

The designation and address of the Second Appellate Authority is :-

Principal Secretary to the Government of Rajasthan
Department of Finance,
Secretariat,
Jaipur(Rajasthan)

(1) **Filing an Appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the 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 endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the Officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or Prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to the 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 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 procumbent;
- (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.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Schedule 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 document, 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.

Form No.1
(see rule 83)

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

Appeal No.....of

Before the(first/second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - i
 - ii
 - iii
3. Number and date of the order appealed against the name and designation of the officer/authority who passed the order (enclosed copy, or a statement of 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 the affidavits and documents enclosed with the appeal
5. Grounds of appeal
6. (supported by an affidavit)
7. Prayer

Place :

Date

Appellant's signature

Additional conditions of contract

1. Correction of arithmetical errors

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

- i If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotal 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 specified 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 and 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 50% 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, the 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.

