



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Phone: 0141-2227938, 2227947 Fax: 0141-2227360, 2227761

E-mail: rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in, Web: www.rsmm.com

Registered Office : C-89-90, Jan Path, Lal Kothi Scheme, Jaipur

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

TENDER DOCUMENT FOR PROVIDING TAXI CARS ON CALL BASIS TO RSMML, KHANIJ BHAWAN, JAIPUR

Tender No. F.6(1)33/CC/2021/73

Dated: 03.11.2021

Issued On behalf of RSMML

By

Dy.Manager (Mech.-Contract)
RSMML, Khanij Bhawan, Tilak Marg, Jaipur

Last date of Sale of Tender 10.11.2021 upto 3:30 p.m.

Last date of submission 11.11.2021 to 3.30 p.m.

Due for opening on 12.11.2021 at 11.30 a.m

Cost of tender document Rs. 590/- (Inclusive GST)

(Non-Transferable)

रजिस्टर्ड ऑफिस : सी-89-90, जनपथ, लाल कोठी स्कीम, जयपुर-302 015 (राज.) फोन : 0141-2743734 फैक्स : 0141-2743735	कॉर्पोरेट ऑफिस : 4, मीरा मार्ग, उदयपुर-313 001 (राज.) फोन : (0294) 2527211, 2428763-67 फैक्स : (0294) 2428770, 2428739 (CIN No. U14109RJ1949SGC000505)	एसबीयू एवं पीसी - लिग्नाईट खनिज भवन, तिलक मार्ग, सी-स्कीम, जयपुर -302 005 (राज.) फोन : 0141-2227949, 2227627 फैक्स : 0141-2227761
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निविदा सूचना

निविदा संख्या: एफ.6(1)33/सीसी/2021/73

दिनांक: 03.11.2021

कम्पनी का एसबीयू एवं पीसी-लिंगनाईट कार्यालय जयपुर में समय समय पर आवश्यकतानुसार किराये पर टैक्सी लेने हेतु एक(01)वर्ष के लिये दर अनुबन्ध के आधार पर कार्य हेतु, मोहरबन्द निविदाएँ आमन्त्रित की जाती है :-

कार्य का विवरण एवं अवधि	कार्य की अनुमानित लागत	धरोहर राशि एवं कार्य अवधि	निविदा प्रपत्र विक्रय एवं प्रस्तुत करने की समयावधि
एसबीयू-पीसी लिंगनाईट कार्यालय जयपुर में कार्यरत अधिकारियों एवं कर्मचारियों के लिए आवश्यकतानुसार किराये पर टैक्सी लेने हेतु ।	रू 5.00 लाख	रूपये 10,000/- के लिये घोषणा प्रपत्र रू. 50/- के स्टाम्प पर परिशिष्ट-IV के अनुसार एक(01)वर्ष	03.11.2021 से 10.11.2021 अपराह्न 3:30 बजे तक एवं निविदा प्रस्तुत करने की अन्तिम तिथि 11.11.2021 को अपराह्न 3.30 बजे तक
निविदा (प्रथम भाग) खुलने की तिथि एवं स्थान	दिनांक 12.11.2021 को सुबह 11.30 बजे खनिज भवन, तिलक मार्ग, जयपुर		
सम्पर्क अधिकारी	उप प्रबन्धक (यांत्रिकी-अनुबन्ध)	0141-2227947	मो.9414064258

निविदा प्रपत्र रूपये 590.00 (GST सहित) नकद भुगतान द्वारा प्रबन्धक उप प्रबन्धक (यांत्रिकी-अनुबन्ध) एसबीयू एवं पीसी-लिंगनाईट, जयपुर कार्यालय से प्राप्त किये जा सकते हैं । जिन निविदाकर्ताओं को कम्पनी द्वारा पूर्व में किसी भी कार्य हेतु कार्यादेश जारी किया गया हो उसके पश्चात् यदि उसे निविदाकर्ता ने स्वीकार नहीं किया हो या कार्य बीच में छोड़ दिया हो या निविदाकर्ता की गलती की वजह से कार्यादेश कम्पनी द्वारा निरस्त कर दिया गया हो तो ऐसे निविदाकर्ता इस टेंडर में भाग लेने के लिए पात्र नहीं होंगे । चयन मानदंड एवं अन्य विवरण व शर्तें विस्तृत निविदा सूचना एवं निविदा प्रपत्र में उल्लेखित की गई हैं जिन्हें हमारी वेबसाईट www.rsmm.com & sppp.raj.nic.in पर देख सकते हैं । अन्य जानकारी हेतु उप प्रबन्धक (यांत्रिकी-अनुबन्ध), जयपुर से सम्पर्क कर सकते हैं ।

उप प्रबन्धक (यांत्रिकी-अनुबन्ध)



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SCHEDULE TO TENDER NO. F.6(1)33/CC/2021/73 DATED 03.11.2021 DUE FOR OPENING ON 12.11.2021 at 11:30 AM. TENDER FOR ENTERING INTO CONTRACT FOR HIRING OF TAXI CARS ON CALL BASIS.

1. SCOPE OF WORK :

The Taxi Cars are required for performing journeys within Jaipur City, Jaipur district, within Rajasthan. In case the Taxi Cars required performing journey outside State, special road tax related to requisite journey will be reimbursed on submission of documentary evidence if the same is paid after requisition of taxi cars.

2. PRE-QUALIFICATION OF TENDERER:

(i) Minimum fleet of Vehicles

The tenderers should have the capacity of managing & providing Taxi cars like Swift Dzire / Toyota Etios/Toyota Glanza/Toyota Innova Crysta of above 1200cc engine capacity of model not before the year 2019, out of which ownership of atleast one (01) Taxi car should be in his own / partners/firm's name & in possession of the tenderer. Tenderer may furnish documentary proof of the same.

(ii) Tenderer should have minimum turnover of Rs.2,50,000/- in any one of the last three preceding financial years i.e. 2018-19, 2019-20 & 2020-21 in the tenderer name.

(iii) Experience of working

The tenderer must have experience of minimum three (03) year of working with Central/State govt. departments, autonomous bodies & in other corporate sectors, the tenderer shall submit duly attested copies of work orders & completion certificates in support of his working.

3. **EARNEST MONEY DEPOSIT (Bid Security):**

- [a] In lieu of Bid Security of Rs.10,000/- (Rupees Ten Thousand only), a bid security declaration will be furnished by the bidder (as per attached Annexure-IV) in favour of RSMML. Offers not accompanied with the requisite Bid Security declaration will not be considered. While opening of the tender, the envelope containing Bid security declaration will be opened first and in case the same is found as per tender requirement, then only offer will be opened.
- [b] The earnest money of a tenderer shall be forfeited in the following cases: -
- (i) If the tenderer withdraws or modifies the offer after submission of the tender and within the initial/extended validity period.
 - (ii) If the tenderer does not submit the security deposit within stipulated period given in the tender document elsewhere in favour of tenderer.
 - (iii) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order /LOI issued in favour of tenderer.
 - (iv) If it is established that the tenderer has submitted any wrong information/forged documents alongwith the tender or thereafter.

No interest is payable on earnest money or security deposit to the tenderer by the Company.

4. **PERIOD OF CONTRACT:**

The contract shall be for a period of one (01) year, which can be extended further on mutual consent for 50% of the contract value as per RTPP Act and Rules.

5. **PERIOD FOR DEPLOYMENT OF VEHICLE:**

The contractor should provide all the requisite Taxi Cars within 1 (One an hour) from the time of intimation to the contractor over telephone.

6. **TWO PART TENDER:**

Tenderers are required to submit their tenders in three separate sealed envelopes: duly superscribed on each i.e. containing "**Techno Commercial Bid**" other containing "**Price Bids**" and these sealed envelopes i.e. the envelope containing "Techno Commercial Bid" and the envelopes containing "**Price Bids**" should be placed in an envelope which should also be sealed and superscribed with the Tender No., Name of the tenderer and the Due Date in bold letters.

7. **Documents to be attached with the TECHNO-COMMERCIAL bid:**

Following documents are to be enclosed alongwith the offer:

- a) Tenderers descriptive form (Annexure I).
- b) A bid security declaration on stamp paper valuing of Rs.50/-as per annexure IV.
- b) Experience certificate as per clause 2(ii) for taxi services on contract basis as mentioned above alongwith completion certificate etc.
- c) Certified copies of Registration Certificate/s from the Regional Transport Office regarding ownership of all taxies.
- d) Fitness of the vehicles.
- e) Duly Attested Photocopy of Partnership Deed & Registration Certificate of the firm & copy of Memorandum and article of Association in case of a Company.
- f) Power of Attorney in favour of constituted attorney authorizing him to sign tender documents.
- g) Duly attested copy of turnover of Rs.2,50,000/- in any one of the last three preceding financial years i.e. 2018-19, 2019-20 & 2020-21 in the tenderer name.
- h) Copy of tender document duly signed & stamped as token of acceptance.
- i) Copy of currently valid comprehensive insurance certificate of vehicles offered for hiring.
- j) EMD (Security Money) as prescribed in the Tender.
- k) Undertaking as per Annexure-III that no condition is mentioned in the Annexure -II (Price Bid).
- l) Information desired in various Formats enclosed as Annex's
- m) For the vehicles not owned by the bidder, an agreement (On Non Judicial stamp paper of Rs. 1000/-) with the owner of the vehicles (included in Annexure- I) stating the type of the arrangement under which vehicle will be taken from them for the subjected work.
- n) Duly Attested Photocopy of Road Permit and Taxi Permit.
- o) In accordance to recent RTPP Rules, 2013, following annexure have been attached:-
 - Annexure A: Compliance with the code of Integrity and No Conflict of Interest.
 - Annexure B: Declaration by the Bidder regarding Qualifications.
 - Annexure C: Grievance Redressal during Procurement Process and Form No.1
 - Annexure D: Additional Conditions of Contract.
- p) Amendments/Clarifications issued by GoR from time to time regarding RTPP Act, 2012 and RTPP Rules, 2013 may also be applicable.

8. **PRICE BID (ANNEXURE-II):**

Price Offer to be given as follows:

- i. The rates offered should be submitted in the proforma prescribed at Annexure II. The rate quoted by the tenderer should be written both in "figures" & "words". In case of variation i.e. figure and words, the lower of the two would be considered.
- ii. The price bid should be in the prescribed format only.
- iii. The rates quoted shall be firm and fixed, except for diesel/petrol escalation as provided elsewhere in the tender document.
- iv. No additions/modifications/alterations in the terms & conditions of the tender document should be written on the Price Bid or enclosed with the Price Bid. In case any such addition/ modification/ alteration is written or enclosed with the "**Price Bid**" then the same shall not be considered & may also result into disqualification of the tender. No correspondence in this regard would be entertained.

9. **DELIVERY OF THE TENDER DOCUMENT:**

The tender shall be submitted in two sealed envelopes, on the **outer envelope being superscribing** "TENDER FOR PROVIDING OF TAXI CARS". The out cover shall be addressed to Manager (Pers. & Admn.-Contract), RSMML, Khanij Bhawan, Jaipur. Tenders which do not comply with these instructions may be summarily rejected.

- I The tenders should reach the office of Dy.Manager (Mech.-Contract), RSMML, Khanij Bhawan, Jaipur on or before 11.11.2021 upto 3:30 PM.
- II RSMML shall not be liable for any delay & misplacement of tender sent by post / courier.
- III Offer on fax/e-mail will not be accepted.

10. **SUBMISSION & OPENING OF TENDER (Techno Commercial Bid Annexure-I):**

The tenderer should submit their sealed offer in the Office of Dy.Manager (Mech.-Contract) on 11.11.2021 upto 3:30 P.M. The Techno Commercial Bid (Annexure - I) of the tender will be opened in the office of Dy.Manager (Mech.-Contract), RSMML, Khanij Bhawan, Jaipur on 12.11.2021 at 11:30 A.M. in presence of the tenderers, who wish, to be present either in person or through an authorized representative at the time of opening of the tender.

The opening date of the Annexure- II i.e. PRICE BID shall be informed separately to those successful bidders who have qualified in the Techno Commercial Bid.

11. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

- i. Towards the due, proper and faithful fulfillment of the obligations under the contract, supplier will furnish to RSMML, Security Deposit cum Performance Guarantee @ 2.5% of the total value of order (as per latest circular on 17.03.2021 of RTPP Act 2012 & Rule 2013) by way of Demand Draft or in the form of Bank Guarantee in the prescribed Performa (enclosed) from any Nationalized / Scheduled Bank having its branch at Jaipur within 30 days from the date of issue of LOA/Order. The Bank Guarantee should be valid for a period matching with the warranty/ guarantee period with claim period of 3/6 months (as the case may be) in excess of the contractual period.
- ii. The BG shall liable to be invoked/ amount of Security Deposit (S.D.) is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii. The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv. The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extensions of the contract period are granted by RSMML.
- v. RSMML shall not pay any interest on the Security Deposit. The Security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi. The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii. Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount or as applicable at the time of submission of B.G.
- viii. Bank Guarantee/S.D. should be send to the office of Dy.Manager (Mech.-Contract), RSMML Ltd., SBU & PC-Lignite, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan).

12. RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR

Tenderers offering in capacity of micro, small and medium enterprises of the State of Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided :-

- i) Tender document fees will be taken @ 50% of the prescribed total value of Tender document fees.
- ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- iii) Security Deposit will be taken @1% of the total value of order/contract.

Except above as mentioned in above clauses, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

Note- Tenderer has to make request for exemption separately for each item alongwith documentary proof without which no exemption will be given.

13. VALIDITY OF OFFERS:

The offers should be valid for a period of 120 days from the date of opening of the tender, during which tenderers will not withdraw/modify their offer.

14. EVALUATION OF TECHNO-COMMERICAL BID:

- i) The techno-commercial bids of substantially responsive tender's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tender should therefore, see that's he has required level of

technical, financial & managerial competence & experience before submitting the tender.

- ii) If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.
- iii) The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion as required by the company from time to time.

15. DETERMINATION OF LOWEST BIDDER:

The tenderer who has offered the lowest rate for Jaipur to other places in Rajasthan & out of Rajasthan for Swift Dzire non AC (for item mentioned in price offer) will be considered as lowest bidder.

16. NEGOTIATIONS:

- i) Negotiations may 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.
- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

17. OFFICE:

Tenderer should have its office at Jaipur city with telephone etc. facilities which is normally open during working hours. The Company at its sole discretion can reject an offer, where such facilities are non-existent.

18. **THE COMPANY RESERVES THE RIGHT:**

- (i) to accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- (ii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- (iii) to split the job into two or more contractors.

Due to any of the action so taken by the Company at any point of time, no compensation will be admissible to the tenderer or contractor as the case may be.

19. **HIRE CHARGES:**

The tenderer has to quote the charges strictly as per the proforma given in the Annexure-II price offer. The charges payable to the contractor for call basis hire charge base taxi services to and from, as the case may be, shall be firm and fixed during the currency of this contract, irrespective of any fall or rise in the cost of operation on any other grounds, whatsoever, except due to change in the diesel / petrol prices as notified by IOCL/HPCL/BPCL. The rates are inclusive of fuel, lubricants, salary or staff, insurance and all other operations and maintenance expenses, taxes (excluding service tax), duties, levies. The toll tax and special road tax paid for going to other cities/ States will be reimbursed by RSMML on production of original receipt. The contractor shall be entitled to claim hire charges of the vehicles actually deployed and used for RSMML at the agreed contract rates only.

For the purpose of calculation of distance covered in the services, zero point would be considered as first reporting point from where the service is to be provided and terminate point will also be the leaving point of authorized person. It means distance from the garage of the service provider to the first reporting point and from the terminate point (going back) to the garage of the service provider shall not be counted.

Income tax (TDS) as per rules shall be deducted at source from the bills and necessary certificate shall be furnished to the contractor.

Insurance: Insurance of the vehicle will be the contractor's responsibility the contractor is required to take comprehensive or any other better insurance policy at his own cost. The insurance policy is to cover the claims towards the injury caused to the persons and property of the company or to injury to any third/persons/property. Duly attested copy of comprehensive insurance cover policy is to be submitted to Administration Division prior to deployment of Vehicles.

20. **TAXES / G.S.T. :**

The tenderer shall quote the rates as follows:-

- i) The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). Goods and Service Tax will be paid extra as per specified rates in

the Act/Rules. However, the rates will be inclusive of any other Levies and duties, as applicable on this contract (up to last date of submission of bid).

- ii) 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.
- iii) 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 contractor or any other amount due to him/or from Security deposit, as the case may be.
- iv) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, 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.
- v) Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period."
- vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

21. ESCALATION / PRICE VARIATION:

- i. The diesel escalation/de-escalation will be applicable on the date of change in price of diesel. In the event of de-escalation of diesel prices, the benefit of any such de-escalation shall be passed on to RSMML.
- ii. For the purpose of price variation, the average consumption of diesel by vehicles shall be taken as:

Swift Dzire Cars/Toyota Etios : 20 kms. per Litre.

For the purpose of escalation/price variation of Toyota Glanza/ Crysta, the average consumption by vehicle shall be taken as per average of the manufacturer.

The actual kilometer covered will be considered for the calculation of the kilometers for this purpose.

- iii. The price of diesel/petrol is **Rs. 108.39/117.45** as on 03.11.2021 (Date of publishing of tender document) shall be considered as base price for the purpose of computation of variation in prices on account of change in diesel/petrol price.

The formula for computing the effect of change in diesel/petrol price shall be as under:

$$= \frac{(\text{New rate of diesel (-) Rs. x distance in kms.})}{\text{Average of vehicle as per Clause 21(ii).}}$$

- iv. New rate of Petrol/diesel shall be authenticated rate of IOCL/HPCL/BPCL Pump at Jaipur, with every monthly bill, contractor shall furnish proof providing rate of diesel from IOCL/HPCL/BPCL Pump of Jaipur. The diesel/petrol escalation will not be considered if price like in petrol/diesel 5 (five) paisa or less.
- v. Save and except as aforesaid, the contractor shall not be entitled to raise any claim and/or demand and /or any dispute on account of escalation or raise or increase into the price of any other items or element whether in respect of oil, lubricants, tyres, tubes spares, wages or minimum wages of workmen either statutory or contractual under any settlement or award or otherwise or on any other ground/reason whatsoever.

22. PAYMENT OF BILLS:

The contractor shall submit monthly bill alongwith duly verified log sheet/slip/book of the vehicle, to the Authorized officer of the Company for journeys undertaken under this contract. Bills shall be submitted by the contractor once in a month, which will ordinarily be paid by the Company after scrutiny within a period of 10 days from receipt of bills if there is no dispute therein and after making statutory deduction(s) compensation as applicable.

- 23. All rates quoted must be for providing taxi vehicles at required place or at Khanij Bhawan, Tilak Marg, Jaipur. The rates should also be exclusive of all taxes, if any actual toll tax and parking charges only shall be payable extra.
- 24. The Driver of the taxi vehicle should have valid permanent driving license issued by the Regional transport Officer and should be in proper uniform, and well behaved. In case the vehicle drivers is reported to be not fulfilling these conditions are found intoxicated, the taxi vehicle will be returned and alternative vehicle at the cost of successful tenderer will be hired.

25. **ASSIGNMENT:**

The contractor shall have no right to transfer or assign the contract of any part thereof to any other party.

26. **GENERAL LIABILITY OF CONTRACTOR:**

The contractor shall be liable for all claims under the Workmen Compensation Act, Employees P.F. Act, Payment of Gratuity Act, Motor Vehicle Act, Motor Workers Act **what so ever**. The Payment of Wages Act, Bonus Act, Fatal Accident Act etc. and any other Act/Rules applicable on the contract.

27. **RISK & COST:**

In the event of failure on the part of the contractor to deploy & operate the vehicle or vehicles as per time schedule and advice given in this behalf by the Company from time to time on any particular day or on any particular trip. The Company shall be entitled to engage/hire/deploy other outside vehicle/s from any other agency/source at the RISK & COST of the contractor. The amount of such expenses / damages shall be adjusted by the Company from the monthly bills of the contractor and any other amount payable to the contractor under this contract which includes security deposit.

28. **PENALTIES / COMPENSATION:**

The Contractor shall be responsible to deploy adequate & sufficient number of vehicles for transportation against call base taxi services in accordance with the instructions issued by officers/engineer-in charge acting on his behalf from time to time. In the event of the contractor failing to deploy adequate number of vehicle/s on any day, the Company shall at its entire discretion, without terminating the contract, shall engage other vehicle/s at the risk and cost of the contractors, and the contractor shall also liable to make all payments to the Company including all additional charges, expenses that the Company may incur or suffer thereby. The Company shall be sole judge in calculating the additional cost. The contractor is failed to deploy vehicles on call basis than Rs.500/- penalty shall be imposed to contractor on per call base taxi.

29. **TERMINATION:**

- a) In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach within 10 days. Failure to rectify such default/ breach may result in termination

of the Purchase Order and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.

- b) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c) Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer 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.

30. LIABILITY FOR ACCIDENT TO PERSONS:

Besides the liabilities of the Contractor under the "Workmen's Compensation Act, Fatal Accident Act, M.V. Act, all other relevant Acts shall also apply to the Contractor.

On the occurrence of any accident resulting in death or bodily injury to a personnel employed/engaged by the contractor /RSMML, the Contractor shall be liable for intimating within 8 (eight) hours of appending of such accident/s in writing to the Office-in-Charge the fact of such accident, besides taking immediate re-medical measures. The contractor shall indemnify the Company, against all claims/compensation, loss or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any payable by the company as consequences of Workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisional of the said Act/s in regard to such accident.

31. FORCE MAJEURE CLAUSE:

The contract shall be subject to the standard Force Majeure clause such as war, civil disturbances, pestilence, epidemic, earth quake, flood, firestorm, sand storm and /or any other act of Nature or any other act of the Government or any other calamity beyond the control of any of the parties. In such cases the obligations of either party shall remain suspended during the continuation of such a happening. Work shall be resumed immediately after the happening as aforesaid has ceased or otherwise deemed to have been determined.

32. **APPEAL BY THE CONTRACTOR:**

If the contractor is not satisfied with any decision or working methods of the local management, then he can submit his representation initially to First Appeal Authority who is Managing Director, RSMML, 4, Meera Marg, Udaipur (Rajasthan) and subsequently to the Mines Department, Government of Rajasthan, Jaipur who is Second Appeal Authority through payment of prescribed fee and in the prescribed Form No.1 (see rule-83)- Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 of Annexure-C provided in the tender document. As per RTPP Rules, 2013, Annexure-A to D are also enclosed.

33. **JURISDICTION:**

For all disputes, arising out of this contract, the courts of Jaipur judiciaries in the State of Rajasthan shall alone have exclusive jurisdiction.

For RAJASTHAN STATE MINES & MINERALS LTD.

Dy.MANAGER (MECH.-CONTRACT)

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

Signature of Tenderer

Name & Addresses

.....

Phone No.

Mobile No.

Place:

Date:



Rajasthan State Mines & Minerals Limited
(A Government of Rajasthan Enterprise)

GENERAL PARTICULARS OF BIDDERS

This part of tender should contain the Techno Commercial Bid without giving price indication, In any manner and should be submitted in a duplicate sealed envelope super subscribing on the envelop the Name and Address of tenderer and indicating in bold letters "TECHNO COMMERCIAL BID"

1.	Name of Tenderer			
2.	Address for Communication with the tenderer			
3.	Full Postal Address			
4.	Telephone No./ Mobile No.			
5.	Fax No.			
6.	PAN No. & G.S.T. No.			
7.	Earnest Money DD No. & Date			
8.	i. Turn over during last 3 (Three) years. ii. Main Business activities of the tenderer.	2018-19	2019-20	2020-21
9.	I hereby confirm that for diesel <u>Rs.100.42 /Ltr.</u> And for petrol <u>Rs. 109.66</u> is considered as base price (for calculation of the quoted price in Part-II.			
10.	Particulars of the taxies owned and registered in the name of the tenderer and/or attached with the tenderer alongwith supporting documents as proof duly attested(copy of registration Certificates/Invoice).			

S. No.	Registration No.	Make	Model (not before year 2019)	Name of the Registered owner
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

(Signature of Tenderer)
(Capacity in which signing)

Name:

Mobile No.

Place:

Date:



राजस्थान स्टेट माइन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

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.

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



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

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 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;

Date

Place

Signature of bidder

Name:

Designation:

Address:



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –

*Managing Director,
RSMM Limited,
4, Meera Marg,
Udaipur (Raj.)*

The designation and address of the Second Appellate Authority is –

Principal Secretary
Mines Department,
Government 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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in 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 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 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 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 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 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.

- - - - -

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

Appeal No. of
Before the(first/second Appellate Authority)

1. Particular of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal :
.....
.....(Supported by an affidavit)
7. Prayer:
.....
.....

Place

Date

Appellant's Signature



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 subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices 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 or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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.



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

निविदा संख्या: एफ.6(1)33/सीसी/2021/73

दिनांक: 03.11.2021

PRICE OFFER
(ON BIDDER'S LETTER HEAD)
RATES FOR TAXI CARS TO BE HIRED

Vehicle Type		Airport /Railways Station Transfer	For Local (Jaipur City)				Beyond Jaipur city (within the State & Outside State)
			2 Hrs. 35 Km.	8 Hrs. 80 Km.	12 Hrs. 120 Km.	Extra Km.	
							Per Km. (250 Kms. Per day minimum)
Swift Dzire	Non-A.C.						
	A.C.						
Etios/Glanza	Non-A.C.						
	A.C.						
Innova Crysta	Non-A.C.						
	A.C.						

Note :

1. Night Halt charges Rs. per night.
2. For outstation vehicles should cover average 250 km. Per day.
3. Next day starts at 12.00 midnight.
4. Toll Tax, Road Tax, Parking charges extra.
5. GST extra as per rules.

Signature of Bidder

Name of Bidder.....

Seal of Bidder

GSTIN No.....

PAN No.....



Rajasthan State Mines & Minerals Limited
(A Govt. of Rajasthan Enterprise)

UNDERTAKING BY THE TENDERER

I/We have not enclosed / mentioned any additional counter-condition and any deviation from the above tender document.

We also undertake that we have not mentioned any condition in the rate part .

For and on behalf of the Tenderer

(AUTHORISED SIGNATORY)

Name.....

Capacity.....

Seal.....

Mobile No.

FORM OF BID-SECURING DECLARATION
(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:
Bid No.:
Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order with in the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]