



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

e-TENDER DOCUMENT

FOR

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

E-Tender No. F.6(1)46/CC/2022/93

Dated : 10.04.2023

Issued: On behalf of RSMML
by
Manager (Mech.-Contract)

Udyog Bhawan, Khanij Bhawan, Tilak Marg, Jaipur-302005

Period of online availability of Tender Document.	:	From 10.04.2023 to 26.04.2023 up to 05.00 PM
Last date and time of uploading the documents and submission of bid online	:	26.04.2023 upto 05.30 PM
Last date of physical depostion of EMD, Cost of Tender Document, Processing fees and requisite original Documents/ Affidavits etc. with duly filled Tender Document.	:	27.04.2023 upto 3.00 PM
Online opening of Bid (Part-I)	:	On 28.04.2023 at 11.00 AM

Registered Office: C-89-90, Jan Path, Lal Kothi Scheme, Jaipur -302 015 Phone:0141-2743734 Fax : 0141-2743735	Corporate Office: 4, Meera Marg, Udaipur - 313 001 Phone : 0294-2428763-67, fax 0294-2428768,2428739	SBU & PC – Lignite: Khanij Bhawan, 'C' Scheme, Tilak Marg, Jaipur-302005. Phone No (0141)2227690, 2227938, 2227906, Fax: 141-2227761
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Cost of tender document : Rs. 1180/- (Inclusive GST) : Non Transferable & Non Refundable.



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

एसबीयू-पीसी लिग्नाईट, खनिज भवन, तिलक मार्ग, जयपुर-302005

फोन: 0141-2227938, 2227947 फैक्स 0141-2227761

रजिस्टर्ड ऑफिस: सी-89-90, जनपथ, लाल कोठी स्कीम, जयपुर

ई-मेल% rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in वेब: www.rsmm.com

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

ई-निविदा सूचना

ई-निविदा संख्या- एफ.6(1)46/CC/ 2023/93

दिनांक: 04.10.2023

कार्य का विवरण	ई-निविदा प्रपत्र डाउनलोड व प्रस्तुत करने की तिथि	बयाना राशि, ई-निविदा प्रपत्र मूल्य एवं ई-निविदा प्रक्रिया शुल्क	कार्य अवधि, न्यूनतम मासिक परिचालन एवं अनुमानित अनुबन्ध राशि
एसबीयू-पीसी लिग्नाईट कार्यालय जयपुर में कार्यरत अधिकारियों एवं कर्मचारियों के लिए आवश्यकतानुसार किराये पर टैक्सी लेने हेतु । (वाहनो का मॉडल वर्ष 2022 या उसके बाद का होना आवश्यक है)	आनलाईन ई-निविदा मिलने की अवधि दिनांक 10.04.2023 से प्रारम्भ होकर 26.04.2023 सांय 05.00 बजे तक आनलाईन निविदा भरने की अन्तिम तिथि व समय 26.04.2023 सांय 05.30 बजे तक ई-निविदा अनुसार डी.डी. एवं अन्य शुल्क तथा मूल प्रपत्र भौतिक रूप से कार्यालय में जमा कराने की तारीख 27.04.2023 03.00 बजे तक आनलाईन निविदा खोलने (प्रथम भाग) की तारीख 28.04.2023 को 11.00 बजे	बयाना राशि- रु. 40,000/- निविदा प्रपत्र (अहस्तान्तरणीय) रुपये 1180/- मू.सं. कर (अप्रतिदेय) ई-निविदा प्रक्रिया शुल्क रुपये 500/- का डी.डी. जो कि एम. डी., आर.आई.एस.एल., जयपुर के नाम देय हो	2 (दो) वर्ष रुपये 20 लाख

ई-निविदा संबंधित विस्तृत जानकारी www.rsmm.com, eproc.rajasthan.gov.in तथा sppp.raj.nic.in पर उपलब्ध है ।

प्रबन्धक (यांत्रिकी-अनुबन्ध)



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

एसबीयू-पीसी लिग्नाईट

खनिज भवन, तिलक मार्ग, जयपुर-302005

चेवदम रु .0141द्व 2227938ए 2227947 थरु 0141.2227761

बछ छवण न14109एन1949क000505ए बैजस्रु 08 ।। 785740

विस्तृत ई-निविदा सूचना

ई-निविदा संख्या- एफ.6(1)46/CC/ 2022/ 93

दिनांक- 10.04.2023

अनुभवी एवं सक्षम ठेकेदारों से आन-लाईन ई-निविदायें दो भागों (अ) तकनीकी-वाणिज्यिक प्रस्ताव (ब) दर प्रस्ताव, में आमन्त्रित की जाती हैं। कार्य का संक्षिप्त विवरण निम्नानुसार है :-

कार्य का विवरण	बयाना राशि	कार्य अवधि एवं न्यूनतम मासिक परिचालन एवं अनुमानित अनुबन्ध राशि
एसबीयू-पीसी लिग्नाईट कार्यालय जयपुर में कार्यरत अधिकारियों एवं कर्मचारियों के लिए आवश्यकतानुसार किराये पर टैक्सी लेने हेतु । (वाहनो का मॉडल वर्ष 2022 या उसके बाद का होना आवश्यक है)	बयाना राशि- रु.40,000/-	2 (दो) वर्ष रुपये 20 लाख
Cost of tender document is Rs. 1180/- (Inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMML Ltd." Payable at Jaipur.		
Processing Fee.	Rs. 500/- payable by D.D. in favour of M.D., RISL, payable at Jaipur.	
Period of online availability of TD.	From 10.04.2023 to 26.04.2023 upto 05.00 PM	
Last date and time of uploading the documents and submission of bid online.	26.04.2023 upto 05.30 PM	
Last date of physical deposition of EMD, Cost of TD, Processing fees and requisite original Documents/ Affidavits etc. with duly filled TD.	27.04.2023 upto 3.00 AM	
Online opening of Bid (Part-I).	On 28.04.2023 at 11.00 AM	

ई-निविदा के बारे में विस्तृत जानकारी ई-निविदा प्रपत्र में उपलब्ध है जो कि www.rsmml.com, eproc.rajasthan.gov.in तथा sppp.rajasthan.nic.in पर उपलब्ध है । इस हेतु कार्यालय समयावधि में किसी भी कार्यदिवस को प्रबन्धक (यात्रिकी-अनुबन्ध) से भी सम्पर्क किया जा सकता है ।

बयाना राशि रुपये 40,000/- (रुपये चालीस हजार मात्र) निविदा प्रस्ताव के साथ जमा करानी होगी ।

ई-निविदाकर्ता अपनी निविदा दिनांक 27.04.2023 को अधोहस्ताक्षरकर्ता के कार्यालय, खनिज भवन, तिलक मार्ग, जयपुर में 03:00 बजे तक प्रस्तुत करेगा तथा निश्चित समय एवं तिथि पर उपस्थित निविदाकर्ताओं या उनके प्रतिनिधियों के समक्ष ई-निविदा का प्रथम भाग (तकनीकी एवं वाणिज्यिक प्रस्ताव) खोला जाएगा, तथा सफल निविदाकर्ताओं को सूचीबद्ध किया जाकर ऐसे सूचीबद्ध निविदाकर्ताओं का ही द्वितीय भाग (दर प्रस्ताव) बाद में खोला जाएगा उसकी सूचना सफल निविदाकर्ताओं को भिजवायी जावेगी ।

जिन निविदाकर्ताओं को कम्पनी द्वारा पूर्व में किसी भी कार्य हेतु कार्यदेश 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 कार्यदेश कम्पनी द्वारा निरस्त कर दिया गया हो तो ऐसे निविदाकर्ता इस निविदा में भाग लेने के लिए पात्र नहीं होंगे तथा कम्पनी द्वारा प्रतिबन्धित किये गये निविदाकर्ता भी इस निविदा में भाग लेने के लिये पात्र नहीं होंगे जितने समय के लिये उन्हें प्रतिबन्धित किया गया है ।

उपरोक्त के अतिरिक्त किसी भी अन्य माध्यम से निविदा स्वीकृत नहीं की जावेगी, किसी भी प्रकार निविदा प्राप्ति में देरी अथवा विलम्ब के बारे में दावा मान्य नहीं होगा । कम्पनी के पास बिना कोई कारण बताये किसी एक अथवा समस्त निविदाओं को निरस्त करने का अधिकार सुरक्षित रहेगा ।

निविदा में संशोधन/शुद्धिपत्र केवल आर.एस.एम.एम.एल. की वेबसाईट एवं चचचणतरेजीदण्दपबण्पद पर ही प्रकाशित किये जायेंगे; इस हेतु निविदाकर्ता उक्त वेबसाईट्स देखते रहें ।

Note: DD of EMD, Tender document fees, processing fees and affidavits shall be physically deposited in original to RSMML, Jaipur, on the due date and scanned copy of same is to be uploaded with other documents.

पात्रता :- क्लॉज संख्या 2.0 के अनुसार ।

प्रबन्धक (यात्रिकी-अनुबन्ध)



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

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 2022, 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.5,00,000/- in any one of the last three preceding financial years i.e. 2019-20, 2020-21 & 2021-22 in the tenderer name.

3. BID SECURITY:

a) The tenderer shall deposit (interest free) a sum of Rs 40,000/- (Rupees fourty thousand only) as Bid Security alongwith the tender by Demand Draft/PO/RTGS/NEFT. It should be in favour of RSMML payable at Jaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/BC/RTGS/NEFT will not be accepted.

b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid

Security of requisite amount and in prescribed manner will not be considered.

- c) The BID SECURITY shall be forfeited in case of:
- If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
 - If it is established that tenderer have submitted any wrong information/forged document along with the tender or thereafter/ found indulge in unfair trade practices.
 - If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - If the tenderer does not submit the security deposit cum performance guarantee.
 - If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure -A.
- d) The Bid Security furnished by the unsuccessful tenderers will be refunded at the earliest. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- f) Bid Security may also be furnished by the way of RTGS/NEFT in the account of RSMML in addition to other modes prescribed bank details below.

Name of beneficiary	RSM LTD., JAIPUR	RSM LTD., JAIPUR	RSM LTD., JAIPUR
Name of Bank	Axis Bank	ICICI Bank	IDBI Bank
Bank Location	Malviya Nagar, Jaipur	Khanij Bhawan, Tilak Marg, Jaipur	C-Scheme, Jaipur
Type of Account	C.D.	C.D.	C.D.
C.D. Account No.	910020036634989	678605000722	013102000027609
IFSC Code	UTIB 0000626	ICIC 0006786	IBKL0000013

4. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i. Successful bidder(s) is to furnish Security Deposit cum Performance Guarantee (Performance Security) as below the rate of security deposit (performance security) as per the prevailing terms and condition of the Company is @ 5% of total estimated order value. However, the reduced performance security @ 2.5% of the total order value will be taken initially in compliance of the notification dated 18.12.2020 issued by finance department, Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.03.2023. In case, The Govt. of Rajasthan either revises the rates of security deposit (performance security) later at any date or does not extend the existing date of providing the benefits of reduced security deposit (i.e. 31.03.2023), the successful bidder would be bound to deposit the differential security deposit amount toward performance security either through any options as specified below, within a period of 30 days of the demand raised by the Company. In case of non-payment of differential amount in the stipulated time period (or as extended by the company), the company may recover the same from due payments to bidder and/or take penal action as per provision of tender/other guidelines.
- ii. Security Deposit cum Performance Guarantee will be submitted by the bidder in the form of Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except state Bank of India) having its Branch at Jaipur, within 21 days from the date of LOA/RC on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of the warrantee period.
- iii. The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer 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.
- iv. The Company is empowered to recover any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactorily performance or non-fulfillment of any of the conditions of the tender/contract from the S.D.

- v. The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period are granted by RSMML.
- vi. RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vii. The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee 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.
- viii. 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 security deposit amount or of Rs. 200/-, whichever is higher or as amended/revised.
- ix. Bank Guarantee/S.D. should be send to the office of Manager (Mech.-Contract), RSMML Ltd., SBU & PC-Lignite, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan).

5. PERIOD OF CONTRACT:

The contract shall be for a period of two (02) year from the date of issuance of DLOA, which can be extended further at sole discretion of company for 50% of the contract value as per RTPP Act and Rules.

6. 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.

7. INSTRUCTIONS TO THE TENDERER & GENERAL CONDITIONS

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form.
- ii. No physical / offline tender / bid shall be accepted.
- iii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.

- iv. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- v. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- vi. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Head & Incharge, SBU & PC-Lignite, RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan). This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Manager (Mech.-Contract), RSMML, Khanij Bhawan, Tilak Marg, Jaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vii. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- viii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :

- i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract.
- x. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :- 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: eproc@rajasthan.gov.in,. Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.).

8. GENERAL INSTRUCTIONS FOR FILLING THE e-TENDER

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.
- viii. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- ix. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- x. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- xi. Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or

- incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- xii. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.
 - xiii. Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted / uploaded along with the techno-commercial bid or any information / document is found to be false / fabricated / misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

9. ONE BID PER TENDERER

Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a private/public limited company or a co-operative society.

10. COST OF BIDDING

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

11. SUBMISSION OF e-TENDERS

The tenders shall be submitted online as prescribed above in the tender document. **The “Techno - commercial Bid” (Part-I)** should contain the following:

- a) Tenderers descriptive form (Annexure I).
- b) Certified copies of Registration Certificate/s from the Regional Transport Office regarding ownership of all taxies.
- c) Fitness of the vehicles.
- d) Duly Attested Photocopy of Partnership Deed & Registration Certificate of the firm & copy of Memorandum and article of Association in case of a Company.
- e) Power of Attorney in favour of constituted attorney authorizing him to sign tender documents.
- f) Duly attested copy of turnover of Rs.5,00,000/- in any one of the last three preceding financial years i.e. 2019-20, 2020-21 & 2021-22 in the tenderer name.
- g) Copy of tender document duly signed & stamped as token of acceptance.

- h) Copy of currently valid comprehensive insurance certificate of vehicles offered for hiring.
- i) EMD (Security Money), processing fee and tender fee as prescribed in the Tender.
- j) Undertaking as per Annexure-III that no condition is mentioned in the Annexure -II (Price Bid).
- k) Information desired in various Formats enclosed as Annex's.
- l) 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 2022, 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.
- m) Duly Attested Photocopy of Road Permit and Taxi Permit.
- n) 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.
- o) Amendments/Clarifications issued by GoR from time to time regarding RTPP Act, 2012 and RTPP Rules, 2013 may also be applicable.
- p) Copy of PAN and GST number of the firm and confirmation of applicability of GST on the tendered work.

12. CLARIFICATIONS OF CONTENTS OF e-TENDER DOCUMENT

- (i) In case an intending tenderer require any clarification in connection with, or any point covered in the tender documents, they are advised to send their queries/clarifications addressed to the Manager (Mech.-Contracts), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) Fax No. 0141-2227761, so as to reach him at least seven (7) days before the scheduled date of submission of bid. A copy of this communication should also be endorsed to the tender issuing authority.
- (ii) The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- (iii) Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

13. EXCEPTIONS & DEVIATION

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure - IV and furnished alongwith Part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed & stamped by the tenderer.

14. AUTHORITY TO SIGN e-TENDER

The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer.

15. PART-II Price Bid (BOQ)

- a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only (**Annexure-II**). It is suggested to the tenderer to read carefully the instructions mentioned in the Performa at BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- b) The rates are to be quoted in Rupees as per the price format.

16. OPENING OF e-TENDER

e-Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorised representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule.

17. 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.

18. 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 otherwise 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.

19. DETERMINATION OF LOWEST BIDDER:

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

In case, the rate offered for AC vehicles (Etios/Glanza/Innova crysta) by L-1 is higher than the second lowest (L-2)/third lowest (L-3) etc., L-1 is required to match the lowest rate.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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."

25. 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. **93.43/108.16 as on 10.04.2023** (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:

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

- 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.

26. 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.

27. 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.

28. 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.

29. ASSIGNMENT:

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

30. 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.

31. 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.

32. 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.

33. 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.
- b) 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.

34. 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 confirm to the provisional of the said Act/s in regard to such accident.

35. 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.

36. 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, Jaipur (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.

37 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.

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.	2019-20	2020-21	2021-22
9.	I hereby confirm that for diesel <u>Rs..... /Ltr.</u> And for petrol <u>Rs.</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 2022)	Name of the Registered owner
1				
2				

Place:

Date:

(Signature of Tenderer)

(Capacity in which signing)

Name:

Mobile No.



राजस्थान स्टेट माईन्स 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.

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**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



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड

(राजस्थान सरकार का उपक्रम)

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) 46/सीसी/2022/93

दिनांक: 10.04.2023

PRICE OFFER **(BOQ Format Only)** 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.	Extra Hrs.	Per Km. (250 Kms. Per day minimum)
Swift Dzire	A.C.						
Etios/Glanza	A.C.						
Innova Crysta	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.

ANNEXURE “IV”

PROFORMA OF DECLARATION

(To be submitted on a non judicial stamp paper of appropriate value-)

e-Tender No. F.6(1)46/CC/2022/93 Dated 10.04.2023

Name of Tenderer _____

I _____ S/O _____ aged _____ Years _____ Resident of.....On behalf of the tenderer i.e. M/S

Hereby take oath and give declaration as under:-

- i) 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 RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- ii) I/We have not been banned /suspended /de-listed by RSMML or any government organisation/department
- iii) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- iv) That we are registered under MSMED act & the registration number of the firm is..... (Copy enclosed)

Or

That we are not registered under MSMED act.

- v) I/We Undertake own oath and state that required number & type of vehicle of model as mentioned in the tender document shall be arranged by me/us and deployed for work within 30 days from the date of issue of LOA in case the work is awarded in our favour.
- vi) I/We Undertake own oath and state that that I/ we will not deploy/ attach any vehicle for the tendered work which is in the name of company's employee or any relatives of the company's employee in case the work is awarded in our favour. In case it is found that such vehicle is deployed by the undersigned, the Company will be free to take action against me/us as deemed proper.
- vii) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- viii) I hereby declare 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 filled by us.

Date: -----

Place: -----

(Authorised Signatory)

Name of the Tenderer
Designation/ Relationship of the Signatory with Tenderer