



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

Notice Inviting Tender

FOR

**Annual Maintenance Contract for Operation of Nimbla Tube well at Giral
Lignite Mines, Barmer**

F.9 (1)9/P&A/2016/67 Dated 17.03.2021

Issued by:

Dy.Manager (Mech-Contract),

SBU – PC Lignite Office, Khanij Bhawan, Jaipur – 302005

Cost of tender Document (Inc. GST) : Rs.590/-

Date of Issue : From 17.03.2021 to 05.04.2021 upto 3.30PM

Date of Receipt : From 06.04.2021 upto 11.00 AM at KB, Jaipur

Date of Opening : From 06.04.2021 upto 11.30 PM at KB, Jaipur

Registered Office:

C-89 Jan path Lal Kothi Scheme,
Jaipur -302 015
Phone:0141-2743734
Fax : 0141-2743735

Corporate Office:

4, Meera Marg, Udaipur -
313001
Phone: (0294) 2428763-67,
Fax: (0294)
2428768,2428739

SBU-PC Lignite Office

Khanij Bhawan, 'C' Scheme,
Tilak Marg, Jaipur-302 005
Phone : (0141) 5113346, Fax:
2227761



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

Ref. no. : - F.9 (1)9/P&A/2016/ 67

Dated: 17.03.2021

To,

Subject: Tender for “Annual Maintenance Contract for operation of Nimbla Tubewell at Giral Lignite Project, Barmer”.

Dear Sir,

Sealed tenders are invited for Annual Maintenance Contract for operation of Nimbla tubewell at Giral Lignite Project, Barmer (Raj.) as per specification, terms and condition annexed herewith. The name of work, Limited Enquiry no., complete address, contact numbers, DD number (for EMD) should be written on the top of sealed envelope containing offers.

S.No.	Name Of work	Last date of submission of offer	Date of opening of offer	Time period	EMD Amount (In Rs.)
1.	Operation of Tube well, Maintenance & Repairing of pipeline (pipeline leakages, required labour work with equipment for digging & trenching), Cleaning of GLR, Patrolling of installed pipeline from Nimbla Tube well to GLR (Mines office) distance appx.10-12KM, Manage own vehicle to carry pipeline accessories.	06.04.2021 up to 11.00 AM	06.04.2021 up to 11.30 AM	One (01) Year	Bid Security declaration on Judicial stamp paper of valuing Rs.50/- as per Annexure-I

Offer against tender must be accompanied In lieu of Bid Security, a bid security declaration will be furnished by the bidder (as per attached Annexure-II) in favour of RSMML. The bid security declaration should be submitted with offer and without declaration the offer will not be considered. Company reserves rights to reject the offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The company shall not be responsible for any postal delay or loss of offer. Offers sent by FAX/Telex/Email shall not be accepted.

Dy. Manager (Mech.-Contract)

SECTION – I

DEFINITIONS, INTERPRETATIONS

DEFINITIONS: In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires:

1. **"Agent"** shall mean the Agent for Kasnau-Matasukh Mines so notified by the company in this behalf.
2. **"Alteration/Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
3. **"Approved"** shall mean approved in writing by the Company/Engineer-In-Charge.
4. **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
5. **"RSMML"** or **"COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
6. **"Contract Document"** shall mean collectively drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
7. **"Contractor"** shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
8. **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
9. **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has/have been completed to his satisfaction as per terms of the contract.
10. **"Contract Rate"** or **"Schedule Rate"** or **"Tendered Rates"** or **"Rate of remuneration"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations.
11. **"Commencement of work"** shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
12. **"Engineer-in-Charge"** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract

work from time to time by the Company and shall also include the Head of SBU & PC – Lignite.

13. **“Managing Director/Management”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
14. **“General Manager (contract)”** shall mean the Group General Manager (Contract) of RSMML or his successor in the office so designated by the Company.
15. **“Head of SBU & PC – Lignite”** shall mean Group General Manager for the SBU & PC – Lignite of RSMML or his successor in the office so designated by the Company.
16. **“Mines Manager”** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Lignite Mines of the Lignite Division of Rajasthan State Mines and Minerals Limited.
17. **“Letter of Acceptance”** shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
18. **“Mines”** shall mean Kasnau Kasnau-Matasukh Lignite Mines of the Company under SBU & PC Lignite situated in the district of Nagaur.
19. **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
20. **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
21. **“Specifications”** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations, regulation codes.
22. **“Tender”** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
23. **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.

SECTION - II

Instructions to the Tenderer & General Conditions

1. Scope of Work

The scope of work of “Annual Maintenance Contract for operation of Nimbla Tube well at Giral Lignite Project, Barmer” is as under:-

- a) Tenderer shall have to deploy a qualified person at Nimbla Tube well, who will operate the tube well for sufficient supply of water at Mines on daily basis.
- b) Tenderer shall ensure that the patrolling of pipelines from Nimbla to Giral mines (10-12KM) at site on daily basis to attend leakages of pipelines.
- c) The consumable items like CI Joints, Nut-bolts, rubber O rings and PVC pipes shall be provided by RSMML and those items shall be maintain in records.
- d) The expenses related to hiring of Loring M/c for loading/unloading of pipes into tube well shall be bear by RSMML during any fault occur in submersible pump.
- e) Electric Winding and any Electrical faulty work will be done by RSMML.
- f) The tenderer shall have make own arrangement for required tools & tackles for executing the maintenance work.
- g) Tendered shall have ensure that the cleaning of GLR (Ground Level reservoir) available at Nimbla tube well and Mines site on routine basis.
- h) Tenderers deployed person should have quit healthy, soft spoken and good behavior.
- i) Tenderer shall have submit documents related to deployed persons i.e. identity proof, valid mobile number, Police Verification Certificate & Medical Certificate to the RSMML.
- j) Tenderers deployed person should have well knowledge about electrical equipment, Mono-Block pump, submersible pump, PVC pipes & Cement pipe.
- k) All safety precautions as per government directives w.r.t. COVID-19 i.e. Social Distancing, Use of Face Mask and Hand Sanitizer etc, needs to be strictly followed while carrying out the work at our site.
- l) The safety of manpower deployed by the party will be in the scope of party itself and RSMML will not be liable for any compensation against any kind of mishappening /accident occurred during the execution of the work. The personal safety equipments used during execution of the work will have to be arranged by the party.

2. Period Of Contract

The contract period shall be one (01) year from the date of issue of Work-Order. The contract period shall be extended up to 50% as per RTPPP act 2012, Rule 2013 and all amendments issued by GoR from time to time will be also applicable.

3. Submission of offers

The sealed offers should be submitted in the office of Dy.Manager (Mech.-Contract), SBU & PC-Lignite, RSMML, Jaipur on or before the date and time mentioned in the tender. The offers shall be opened on the date and time mentioned in the tender in the presence of the tenderer or their representatives. Late received offers will not be accepted.

4. Price Offer

The tenders are required to furnish their 'Price-Bid' in the prescribed Price Format including all taxes, duties, and levies except GST.

5. Validity of offers

The tender offers should remain valid and open for acceptance for a period of 120 days from the date of opening of the tender. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money deposit of such tenderer shall be forfeited. In case refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit shall be forfeited.

6. Earnest Money

In lieu of Bid Security amount to Rs.2400/-, a bid security declaration will be furnished by the bidder (as per attached Annexure-I) 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 the sealed envelope containing part-I & part- II of offer will be opened.

7. Security Deposit

- 7.1 The total security deposit for the work shall be **@3% of the accepted contract value**. The amount of security deposit shall be deducted from the RA bills on prorata basis after adjusting EMD.
- 7.2 The entire security deposit shall be refunded after one (01) year from the date of completion and contractor has fulfilled all contractual obligations and he has rendered " No claim and No Dues Certificate" to the Company.
- 7.3 The SD shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the contractor either fail to fulfill the contractual obligations to fail to settle in full, his dues to the Company.
- 7.4 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Consultant shall furnish additional security amount, so that the total amounts of security will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the consultant.
- 7.5 No interest is payable on S.D. amount.

8. 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 Aadhar 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 @0.5% 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.

9. Award of Contract

The company shall communicate to successful tenderer (L-1 bidder) to accept their tender offer/work order.

10. Rate and Tax deductions at source

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

The rate quoted by contractor shall be inclusive of all applicable taxes, duties as on applicable on the date of submission of the tender except GST. If GST is applicable on the contractor, the same shall be reimbursed by the company.

11. Terms of Payment

- i. For payment purposes the contractor shall raise the monthly bill in triplicate along with the supporting documents to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge. The rates as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC code that "total GST has been deposited and returns have been filed for relevant tax period".
- ii. Payment will be made through RTGS/NEFT. All bank charges / commission , if any shall be borne by the supplier

12. Right of Company

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 increase/decrease the quantity and period of contract, without any additional obligation on it.
- iv. Not to carry out any part of work.
- v. To reject the offer, if it is established that the tenderer has submitted any wrong/ misleading information or forged documents along with offer or thereafter.

The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

11. Termination of the Contract

- i. In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default, breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- ii. The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days Notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

12. Criteria For Deciding L-1 Bidder

Lowest bidder (L-1) would be decided on the basis of the lowest rate offered quoted by the bidder including GST, if applicable.

13. Compensation

For Delay in commencement:

In case the Contractor fails to commence the work within 15 days from the date of issuance of Work-Order, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor.

For Delay completion:

In case Contractor fails to complete the job within stipulated period as given by the Engineer In charge, and is established that the delay is on account of contractors lapses, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of contract value. The Engineer In charge shall however informs the contractor about time required to execute the specific job in advance taking in to account site conditions etc.

For Absenteeism:

In case of absenteeism, there shall be levy of Rs.300/- per day per person and shall be deducted from the running bill along with GST.

14. Risk & Cost

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

15. Appeals:

Subject to section 40, Rajasthan Transparency in Public procurement Rules, 2013, if any bidder or prospective bidder is aggrieved that any decision , action or omission of the procuring entity is in contravention to provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly given the specific ground on which he feel aggrieved on the form no.1 (see Rule 83)-Memorandum of Appeal under the Rajasthan Transparency in Public procurement Rules, 2012 with prescribed fees.

16. Dispute & Jurisdiction

In case of any dispute, it shall be the endeavor of both the parties to resolve it through mutual discussions. No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

17. Undertaking:

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms and conditions of this tender.

For & Behalf of the tenderer as token of acceptance of tender

Signature of Contractor with name & address

PERFORMA FOR "PRICE BID"

Ref: e-tender no F.9 (1)9/P&A/2016/67

Dated 17.03.2021

Name of Tenderer _____

Particulars	Basic Price	GST	Total Price (In Rs.)
Operation of Tubewell, Maintenance & Repairing of pipeline (pipeline leakages, required labour work with equipment for digging & trenching), Cleaning of GLR, Patrolling of installed pipeline from Nimbla Tube well to GLR (Mines office) distance appx.10-12KM, Manage own vehicle to carry pipeline accessories (Detailed scope work mentioned in Section-II)			

Note:

1. The basic price will be inclusive of all levies except GST.
2. No condition shall be mentioned in the rate part otherwise the offer will be rejected.
3. Rates must be entered in figures and words.
4. If there is any variation in the rate mentioned in figures & words then the rate whichever is lower will be considered as the rate offered by the party.
5. Registration in GST- : Yes/No.

Dated:

Place:

(Authorized Signatory)

Name & Designation

Authorized Signatory with the tenderer

FORM "2"

EXCEPTIONS AND DEVIATION

Ref: e-tender no F.9 (1)9/P&A/2016/67

Dated 17.03.2021

Name of Tenderer _____

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

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

Signature of Tenderer with office seal

Annexure-II

(On the letter head of the tenderer)

DECLARATION

Declaration for Registration under Micro, Small & Medium Enterprises Development Act, 2006

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(Yes/No).
2. If yes, please furnish the declaration given below.

We (Name of Tenderer _____), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises.
3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with stamp

Date:
Place:



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.

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 –

Mines Department,
Government of Rajasthan,
Jaipur (Raj.)

(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



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) 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.
- (ii) 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.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Jaipur on the non-judicial stamp paper of value equal to @ 0.15% (zero point fifteen percent) of the total Security Deposit Amount subject to maximum of Rs. or as applicable at the time of submission of BG.

B.G _____ Dated _____

Contact details of BG issuing Banker :

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

Contact details of Banker's local branch at Jaipur :

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, having its registered office at **(mention complete postal address with contact nos./mail address etc.)**_____ and its head office at **(mention complete postal address with contact nos./mail address etc.)**_____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act, 1956, having its Registered Office at C-89-90, Lal Kothi Scheme, Janpath, Jaipur (Raj.) and Corporate Office at 4, Meera Marg, Udaipur (Raj.) and wherever its context so required includes its successors and assignees(hereinafter called 'the company').

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. _____ dated _____ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said Letter of Acceptance/ Purchase Order/ Rate Contract' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. _____(Rs. _____) being equivalent to _____% of Contract value of Rs. _____.

Now this deed witnessed that in consideration of said bank having agreed on the request of the Contractor/supplier/RC holder to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1.1.1.1 We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage

caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

1.1.1.2 We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

1.1.1.3 We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Jaipur branch _____ office

_____(specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

1.1.1.3.1 We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

1.1.1.4 This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

1.1.1.5

1.1.1.6 The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

1.1.1.7 We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

1.1.1.8 The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

1.1.1.9 For the purpose of enforcing legal rights in respect of this guarantee Jaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____
(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____2021.

Tender No. F.9(1)9/P&A/2016/67

Dated:- 17.03.2021

Annexure-I

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,]