



**RAJASTHAN STATE MINES & MINERALS LIMITED**  
**(A Government of Rajasthan Enterprise)**  
Corporate Office: 4, Meera Marg, Udaipur (Raj)

## **TENDER DOCUMENT**

**FOR**

**Repairing of damaged Second reduction worm wheel of IBP**

**Tender No. RSMM/JKT/DGM(IBP)/Cont-03/21-22 Dated 01.11.2021**

Issued by  
Dy. General Manager (IBP),  
Jhamarkotra Mines, RSMML, Udaipur

**Cost of Non-Transferable**

**Tender Document: Rs 590/- Inclusive of GST**

**Place of Sale of Tender** : Corporate Office, Udaipur.

**Date of Sale of Tender** : From 01.11.2021 to 16.11.2021 up to 01:00 pm.

**Date of Receipt of Tender:** 17.11.2021 up to 3:00 pm at, Corporate Office, Udaipur

**Date of Opening of Techno-commercial Part:** 17.11.2021 at 3:30 pm at C.O., Udaipur

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

**Corporate Office:**  
4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2527211,2528681-85,  
Fax :0294- 2521727, 2560438

**SBU & PC - Rock Phosphate,**  
Jhamarkotra Rock Phosphate Mines, Post:  
Jhamarkotra - 313015, Udaipur  
Phone: 0294-2342441-45FAX: 0294-  
2342444



**RAJASTHAN STATE MINES & MINERALS LIMITED**  
**(A Government of Rajasthan Enterprise)**  
Corporate Office: 4, Meera Marg, Udaipur (Raj)



Ref. No: - RSMM/JKT/DGM(IBP)/Cont-03/21-22

Dated: 01.11.2021

**NOTICE INVITING TENDER**

Sealed tender in single part is invited for work contract for following works of IBP, Jhamarkotra Mines, Distt. Udaipur (Rajasthan) from reputed contractors.

Brief Description of work	Approx. Contract Value	Contract Period	EMD (Rs.)
<b>Repairing of damaged Second reduction worm wheel of IBP</b>	Rs 1.20 Lakh	30 days	Rs 1200/- by way of bid security declaration
Cost of tender document is Rs.590 /- Inclusive of GST, payable by D.D./cash in favour of "RSMM Ltd, Udaipur"			
Period & place of sale of documents: from Corporate Office, Udaipur or download from our website	From 01.11.2021 to 16.01.2021 up to 1:00 pm, in case downloaded from website, tender fee to be deposited with the Techno commercial offer.		
Last Date & Time of Submission of offer	Dated 17.11.2021 up to 3:00 PM at Corporate Office, Udaipur		
Date of opening of Techno Commercial offer	Dated 17.11.2021 at 3:30 PM at Corporate office, Udaipur		

Tenderer(es) who have been banned/ suspended by the company or any government organization/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also, the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/E-Mail shall not be accepted.

Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

**Dy. General Manager (IBP)**

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

*Cont-03.....(21-22) TD for Repairing of damaged Second reduction worm wheel of IBP, Jhamarkotra Mines, Udaipur*

1.0

**SCOPE OF WORK**

The following item is to be repair:-

Sr.No.	Description	Part No.	Qty
1	Second reduction worm wheel, ODSM 1000, Ratio 600:1	103730	3

The old damaged rim to be replaced by new one of brass material and jointed securely to the hub disc. The new fitted rim should be match with worm shaft.

Note- All the work necessary to relevant work for repair but not mentioned in the NIT is also be in the scope of contractor. Complete work shall be carried out at site of contractor. Worm shaft as a sample for matching with new rim shall be provided for proper matching.

2.0

**PRE-QUALIFICATION OF TENDERER**

Tenderer should have minimum turnover of Rs.72,000/- in any one of the last three preceding financial i.e. 2018-19, 2019-20, 2020-21.

3.0

**SCOPE OF RSMML**

To and fro transportation of repairing item to Udaipur site of party shall be in scope of RSMML.

4.0

**PERIOD OF CONTRACT**

The period of contract for the work envisaged under this tender shall be for 30 days from date of issue of work order.

5.0

**SUBMISSION OF BILL**

On completion of the work, the Contractor shall submit his first and last bill as final bill.

6.0

**EARNEST MONEY DEPOSIT (Bid Security)**

In lieu of Bid Security of Rs. 1200/- (Rupees Two Thousand Four Hundred only), a bid security declaration will be furnished by the bidder (as per attached Annexure-IV) in favour of RSMML. Offers not accompanied with the requisite Bid Security declaration will not be considered. While opening of the tender, party shall mentioned on the envelope Bid security declaration is attached.

7.0

**TWO PART TENDER**

Tenderers are required to submit their tenders in three separate sealed envelopes: duly superscripted on each i.e. containing "Techno Commercial Bid" other containing "Price Bids" and these sealed envelopes i.e. the envelope containing "Techno Commercial Bid" and the envelopes containing "Price Bids" should be placed in an envelope which should also be sealed and

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superscripted with the Tender No., Name of the tenderer and the Due Date in bold letters.

8.0

### **SUBMISSION OF TENDERS**

The tenders shall be submitted in the office of DGM(F&A),Marketing Dept., RSMML, Corporate Office,4-Meera Marg, Distt.- Udaipur, Pin 313001 (Rajasthan). The last date of submission of tenders is as per mentioned in NIT. The Techno Commercial Bid (FORM-B) of the tender will be opened in the office of DGM (F&A), Marketing Dept. RSMML, Corporate Office in presence of the tenderers, who wish, to be present either in person or through an authorized representative at the time of opening of the tender. The opening date of FORM-D i.e. PRICE BID shall be informed separately to those successful bidders who have qualified in the Techno Commercial Bid.

- (a) Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself as hereunder.
- (b) Tenders should be submitted in two part in sealed envelope duly super scribing tender for “**Repairing of damaged Second reduction worm wheel of IBP**”, tender number, full name, postal address, /fax number of the tenderers(s) and “EMD inform of bid security declaration is attached” shall be written on the bottom left hand corner of each of the sealed envelopes.
- (c) The following information / documents are to be submitted by the contractor:-
  - i. One complete tender document as issued along with offer duly filled in, signed and stamped on each page by the tenderers/authorized representative of the tenderers as prescribed in different clauses of the tender documents in token of the acceptance of the terms and conditions of this tender.
  - ii. Duly attested copy of turnover of Rs. 72000/- in any one of the last three preceding financial years i.e. 2018-19, 2019-20 & 2020-21 in the tenderer name.
  - iii. A bid security declaration on stamp paper valuing of Rs.50/-as per annexure IV.
  - iv. Power of Attorney in favour of the authorized representative signing the tender.
  - v. Certificate of Incorporation/Memorandum of Association & Article of Association/Partnership deed duly certified by the Company Secretary/ Notary public / Gazetted officer, as the case may be. In case the tenderers /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
  - vi. Copy of PAN.
  - vii. Information regarding tenderer in Form B.
  - viii. Goods and service tax identification No.
  - ix. Declaration that tenderers have not been banned/suspended or de-listed by RSMML. If this declaration is not given the bid will be rejected as nonresponsive (Annex-II)

- x. Duly filled Form-A to Form-F of tender document.
- xi. Undertaking/affidavit as per Annex-I to VII given in tender document
- xii. The 'Price Bid' shall be submitted in one copy. The tenderers are to quote the rate in provided format only. The rates are to be quoted in Rupees per unit & size as specified. Prices quoted are to be firm and non-negotiable.

9.0 **OPENING OF THE TENDER**

The offer will be opened in the office of DGM(F&A),Marketing Dept., RSMML, Corporate Office,4-Meera Marg, Distt.- Udaipur, PIN 313001 (Rajasthan) as per time schedule indicated in NIT The authorised representative/s of the tenderers are at liberty to be present at the time of the opening of the tender.

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

10.0 **CRITERIA FOR LOWEST BIDDER**

The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as lowest bidder (L1 bidder). The total contract value will be arrived by adding total of amount of column of price bid and considering total liability of GST and other taxes. The final figures so arrived will decide the total contract value for the purpose of deciding of L1 bidder.

11.0 **NEGOTIATION**

Negotiations shall be conducted with the lowest tenderer only. In case of non satisfactory achievement of rates from lowest tenderer, RSMML may chose 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 to the second lowest tenderer, then to third lowest tenderer and so on in order of initial bidding, and work order shall be awarded to the tenderer who accepts the counter offer.

12.0 **EXCEPTIONS AND DEVIATIONS:**

Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender document and not stipulate any deviations. Tenders containing stipulations in deviation to the terms and conditions are liable to be rejected. However, for unavoidable reasons the tenderers may indicate the deviations at the risk of rejection only in 'Form C'. Deviations mentioned anywhere else would plainly be ignored without any consequences.

13.0 **VALIDITY**

Tender submitted by tenderers shall remain valid for acceptance for a period of 120 days, from the date of opening of the tender. An offer with a validity

period of less than 120 days is liable to be rejected. The tenderers shall not during the said period of 120 days cancel and/or withdraw his tender nor shall he make any variation therein

14.0 **SITE & GENERAL INFORMATION**

All the miscellaneous items are placed at workshop of mechanical department IBP, Jhamarkotra Mines, Udaipur. For inspection of all miscellaneous items, party may visit site during official working hours.

15.0 **SECURITY DEPOSIT**

- a) The successful tenderer shall furnish a Security Deposit of 3 % of total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor.
- b) The successful tenderer shall furnish Security Deposit @ 3% of Total contract value through Demand Draft in favour of RSMML, Udaipur within 15 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract.
- c) Or, successful tenderer may submit an option for deduction of security from his final bill @ 3% of the amount of the bill within 15 days of the issuance of work order.
- d) The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered “No claim and No Dues Certificate” to the Company.
- e) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination (due to default of contractor) of the contract, the Security Deposit will be forfeited, and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- f) No interest is payable on S.D. amount.
- g) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

16.0 **PRICE & PRICE VARIATION**

The price quoted and finally accepted by the company shall be deemed to include and cover all costs, expenses, taxes, except GST. The company is entitled to deduct applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any new taxes/duties etc. are

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levied/withdrawn by the Government during the currency of the contract, then the same shall be reimbursed to the contractor/passed on to RSMML.

17.0

**TERMS OF PAYMENT**

The Contractor, on submitting first and final bill in triplicate, duly verified by the Engineer In-Charge for the work done, is entitled to receive a payment within a period of thirty (30) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

The Company shall make payment due to the Contractor by crossed Account Payee cheques/RTGS. In no case will the Company be responsible if the cheque is misplaced or misappropriated by unauthorized person/s.

18.0

**GOODS & SERVICE TAX:**

- a. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- b. 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.
- c. 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.
- d. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, 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.
- e. Any fresh imposition or variation in statutory duties, taxes or levies made after the last date of submission of bids will be reimbursed to tenderer/recovered by the company, as the case may be. The reimbursement to the tenderer will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- f. The tenderer shall be responsible for depositing all statutory taxes as applicable and payable by him in this contract to the respective statutory authorities. The company shall not be liable for any default on this account. The company shall be fully entitled to deduct income

tax/or any other levies at source as per the rules and instructions as may be applicable for this purpose from time to time.

19.0 **LIQUIDATED DAMAGES, PENALTIES & COMPENSATION**

In case of execution of works gets delayed beyond the time frame given by the engineer in charge and the delay is on account of contractors lapses of his responsibilities. Contractor shall be liable to pay Liquidated Damages (LD) to the company at the rate of Rs. 600/- per day subject to a maximum of 5% of the value of contract. Further, if work is not completed after stipulated time period including LD period then work order shall be cancelled. This is a genuine pre-estimate of the loss/damage which shall be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without demur or protest and without there being any proof of the actual loss or damage caused by such delay/breach. The Company at its discretion can adjust the same against the Security Deposit and/or Running Account Bill/s. The compensation levied by the company if any would attract GST as per the prevailing rate.

20.0 **DISPUTE & JURISDICTION**

The place of the contract shall be Udaipur (Rajasthan). In case of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the company shall be final and binding.

The contract shall in all respects to be and shall be construed as an Indian contract and in conformity with Indian laws, and shall be subject to the jurisdiction of courts at Udaipur in the State of Rajasthan and no other courts outside Udaipur in India shall have jurisdiction to try any suit or proceedings or petitions and or any other matter pertaining to, connected with and/or ancillary to this contract.

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

21.0 **APPEALS**

Subject to section 40, of Rajasthan Transparency in Public Procurement rules 2013, if any bidder or prospective bidder is aggrieved that any decision action or omission of procuring entity is in contravention to the provisions of this act or rules or guidelines issued there under, he may file an appeal to designated First and Second Appellate Authority within a period of ten days from the date of such decisions or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on Form No.1(see rule 83)-Memorandum of appeal under the Rajasthan Transparency in Public Procurement act 2012 with prescribed fees.



**RAJASTHAN STATE MINES & MINERALS LTD.  
(A Government of Rajasthan Enterprise)  
LETTER OF SUBMISSION OF TENDER**

DATE:

FROM

**To:  
The General Manager (IBP),  
Rajasthan State Mines & Minerals Ltd.,  
Jhmarakotra Mines, Jhamarktora  
UDAIPUR, 313001.**

**Sub:** Tender for "Repairing of damaged Second reduction worm wheel of IBP, Udaipur  
(Rajasthan)

Ref: Tender No. **RSMM/JKT/GM (IBP)/Cont.-03/21-22** Dated:01.11.2021

Dear Sir,

1. I/We are possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of pay order/crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below.  
D.D. No                      Date                      Name and Address of Bank                      Amount
5. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
6. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
7. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of tools & tackles proposed to be deployed for this work and all other requisite document as specified in the tender documents.
8. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.  
Date, the \_\_\_\_\_ day of, \_\_\_\_\_ 2021.

Signature of tenderers(s)  
With the seal of the firm.

Witness  
Name & Full Address

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Udaipur*

**RAJASTHAN STATE MINES AND MINERALS LIMITED**  
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**FORM "B"**

**GENERAL INFORMATION ABOUT THE TENDERERS**

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed)/Certificate of Incorporation			
Name of Partners/Directors			
Turnover (in Rupees)	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Name & Address s of Banker(s)			
PAN No,			
PF Account number			
GSTIN Reg. no.			
If tenderer is in any other business also Please specify			
Status of registration under MSMED (Micro, Small and Medium Enterprises Act 2006, along with copy of registration			
Others (specify), Bank details of RTGS, complete Bank Account No.1. IFSC/NEFT Code of Branch 2. Name of Bank and Branch.			

**(Signature of Tenderer with seal)**

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

**FORM”C**

**(On the letter head of the Tenderer)**

**Tender No.:** RSMM/JKT/GM(IBP)/Cont-03/21-22    **Dated :**01.11.2021

**EXCEPTIONS AND DEVIATIONS**

Tenderers 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

**Name and signature of Tenderers**

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

(On the letter head of Tenderer)  
**PRICE OFFER**  
(To be enclosed in separate sealed envelope)

FORM "D"

Tender No. RSMM/JKT/GM(IBP)/Cont-03/21-22 Dated:01.11.2021  
Tender for "**Repairing of damaged Second reduction worm wheel of IBP**", Jhamarkotra  
Rock Phosphate Mines, Udaipur (Rajasthan).

Sr.No.	Description	Part No.	Qty	Unit Rate	Total Amount
1	Second reduction worm wheel, ODSM 1000, ratio 600:1	103730	3		

Note:

- i) The rates shall be firm which includes all duties and taxes except GST.

**Signature of the Tenderer with Seal**

**Undertaking for PF declaration on non-judicial stamp paper**  
(For those who do not have the PF registration No.)  
**Affidavit**

I/We, -----S/o Shri -----

Aged----- years, resident of -----

----- on behalf of the tenderer, i.e. M/s. -----

----- here by take oath and state as under:

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

Deponent

(Authorized Signatory)Verification

**Verification**

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

Deponent

(Authorized Signatory)

**(On the letter head of the tenderer)**

**FORM "F"**

**Check list to be enclosed with 'Techno-commercial (Part -I) bid'**

Tender No: **RSM/JKT/GM(IBP)/Cont-03/21-22**, Dated 01.11.2021

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

The Check List should be submitted' along with Techno-commercial (Part-I) BID' in the Performa as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer,.	
3.0	Telephone/Fax numbers.	
4.0	<b>Status of the tenderer:</b> Individual/Partnership firm/Proprietorship firm/ Co-operative Society registered under RCA- 1965/ Private Limited Company/ Public Sector undertaking /any other NB: Attach supporting documents (partnership deed, certificate of registration of firm etc.) duly attested in support of your status	
5.0	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
6.0	Turn over during last 3 financial years. 2018-19 2019-20 2020-21	
7.0	Whether Enclosed duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
8.0	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes / No.
9.0	Whether the tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No. Note: If yes, please provide details as per Exceptions and Deviations statement
10.0	Tenderer should submit an undertaking on non-judicial stamp paper that there is no case /litigation is pending against him with the company.	Yes /No.

11.0	with Copy of P.PF account No. with copy of PF registration certificate or affidavit as per Form-E	Yes/No.
12.0	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
13.0	Details of Earnest money deposited DD/Pay Order	No. & Date. Name of Bank Payable at
14.0	Undertaking that We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	
15.0	PAN No.	
16.0	GSTIN registration NO.	
17.0	Status of registration under MSMED (Micro, small and medium enterprises development Act 2006)	
18.0	Any other information, if any	

1. If the above documents are not submitted while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid will not be opened, and for which, the Tenderer itself will be responsible . Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. The Tenderer shall enclose the required document strictly in the sequence/order as listed above and shall be flagged by super scribing the concerned S. No. Any loose document(s) enclosed haphazardly shall not be considered for techno-commercial evaluation of the Tendere.
3. Before enclosing the document read carefully the tender document conditions/stipulations and encloses the requisite documents only.
4. Photocopies of the documents shall be attested by the gazetted officer or Notary public

**(Authorized Signatory)**

Name of the Tenderer: -----

Designation/ Relationship of  
the Authorized Signatory with the tenderer:

Date: -----

Place: -----

**Annexure-I**

Tender No. **RSMM/JKT/GM(IBP)/Cont.-03/21-22**, Dated 01.11.2021

Name of the tenderer

**Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD**

Sl.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c : Saving / Current / CC/ any	
6	IFSC code	

(Signature of the Tenderer with Seal)



**Annexure – II**

**UNDERTAKING**

(on non judicial stamp paper worth Rs50/- )

Tender No **RSMML/JKT/GM(IBP)/Cont-03/21-22, Dated 01.11.2021**

Name of Tenderer .....

I .....S/o Shri .....

aged.....Years , resident of

.....on behalf of the tenderer i.e.

M/s .....hereby undertake oath and

state as under:

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML or any government organisation/department..
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is ..... (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We Undertake own oath and state that that I/ we are not close relative of any employee of the company , nor any close relatives are associated with the bidders as proprietor/partner/share holder/ director and like.
- (8) 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.
- (9) 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.”
- (10) I hereby declare that the component on this work, if awarded to me/us will be .....% on .....% of value of work as per applicable rule of GST.

Signature of Tenderer(s)  
(Authorized signatory)  
With Seal

Place:

Date:

**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any, and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:**

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

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

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

**DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

**Declaration by the Bidder**

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

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

Date:..... Signature ..... of

Bidder.....

Place:..... Name:.....

Designation:.....

Address:.....

## Annexure-V

### GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the first Appellate Authority

Managing Director,  
RSMML,  
Meera Marg,  
Udaipur.

The designation and address of the Second Appellate Authority is –  
Principal Secretary to the Government of Rajasthan,  
Department of Mines & Petroleum,  
Secretariat,  
Jaipur

#### (1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:
  - (a) determination of need of procurement;
  - (b) provisions limiting participation of Bidders in the Bid process;
  - (c) the decision of whether or not to enter into negotiations;

- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter;
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**FORM NO. 1**  
**(See rule 83)**

**Annexure-VI**

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

Appeal No..... of.....

Before the..... (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(i) Official address, if any:

(ii) Residential address:

2. Name & address of the respondent(s):

(i)

(ii)

(iii)

3. Number & date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....(Supported by an affidavit)

7. Prayer:.....

Place:.....

Date:.....

Appellant's Signature

**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 sub totals, the sub totals 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) & (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.
- (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 & 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.

**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 within 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-----