



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

e-TENDER DOCUMENT

FOR

**Providing on hire, Taxi cars with Drivers;
On Call Basis.**

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-35/2019-20 Dated 08.01.2020

Issued by
General Manager (Contracts),
Corporate Office, RSMML, Udaipur – 313001

Cost of Non Transferable Tender Document: Rs. 1180 /- (inclusive of GST)

Date of downloading of Tender: From 09.01.2020 to 03.02.2020 up to 1.00 pm

Last Date of submission of online Tender : 03.02.2020 up to 3.00 pm

Date of online opening of Techno-commercial Part: 04.02.2020 at 3.30 pm

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 : 0294-2428763-67,
fax 0294-2428768,2428739



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4, Meera Marg, Udaipur (Raj)

Phone : 0294-2427177, 2428763-67, fax 0294-2428768,2428739

Email:- contractsco.rsmml@rajasthan.gov.in

Ref. no :-RSMM/CO / GGM(Cont)/Cont-35 /2019-20

Dated: 08.01.2020

DETAILED NOTICE INVITING TENDER

Tenders are invited for following work at our Corporate Office, Udaipur from reputed contractors through www.eproc.rajasthan.gov.in :-

Brief Description of work	Period of contract	Earnest Money (Rs.)
Providing on hire, Taxi cars of model 2017 and onwards with Drivers on call basis.	24 Months	40,000/-
Cost of tender document is Rs.1180- (inclusive of GST), payable by D.D. in favour of "RSMM Ltd, Udaipur"		
Period of downloading of documents	From 09.01.2020 to 03.02.2020 up to 1.00 pm,	
Last Date & Time of Submission of offer	Dated 03.02.2020 up to 3.00 pm at C. O. Udaipur	
Date of opening of Techno Commercial offer	Dated 04.02.2020 at 3.30 pm at C. O. Udaipur	

Pre-qualification criteria:

1. Tenderer should have minimum turnover of Rs. 4.75 Lacs in any one of the immediate three preceding financial years i.e. 2016-17, 2017-18 & 2018-19 in tenderers name.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors ", " information about DSC", FAQs & the bidder manual kit " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on <http://sppp.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 tender document, e-Tendering processing fee, EMD etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any

additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

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.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

General Manager (Contracts)

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.

SECTION - II

Definitions, Interpretations

- 2.1 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.
- 2.1.1 "**Alteration/Variation order**" means, any order given in writing by the Officer-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.
- 2.1.2 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3 "**Commencement of work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 2.1.4 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 2.1.5 "**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 as per terms of the contract.
- 2.1.6 "**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.
- 2.1.7 "**Group General Manager (Contract)**" shall mean the Group General Manager (Contract) of Rajasthan State Mines and Minerals Limited or his successors in office so designated by the Company.
- 2.1.8 "**ED.**" shall mean Executive Director Administration for RSMML or his successor in the office so designated by the Company.
- 2.1.9 "**Kilometers**" or "km" shall mean 1000 meters.
- 2.1.10 "**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.
- 2.1.11 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 2.1.12 "**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.
- 2.1.13 "**Officer-in-Charge/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. Senior Manager (Admin.), CO will generally be the officer-in-charge, unless otherwise notified by the company.
- 2.1.14 "**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 authorised to act on its behalf for the purpose of contract.
- 2.1.15 "**Tender**" shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

2.2 INTERPRETATIONS:

- 2.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such

- work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 2.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 2.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 2.2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 2.2.9 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 2.2.10 No verbal agreement or inference from conversation with any officer or employee of the Company, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.2.11 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.
- 2.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION - II

1.0 SUBMISSION OF OFFERS

- 1.1 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- 1.2 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 downloaded 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. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 1.3 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.
- 1.4 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.
- 1.5 The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-I & II of tender document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur 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 opening of tender, the offer of the tenderer shall be rejected.
- 1.6 All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

2.0 TENDER PROCEDURE

- 2.1 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 2.2 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.

- 2.3 The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.

3.0 TENDER DOCUMENT FEE

The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

4.0 E-TENDERING PROCESSING CHARGES

- 4.1 For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GM(Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of opening of the Tender.
- 4.2 The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- 4.3 At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- 4.4 Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

5.0 TECHNO COMMERCIAL OFFER:-

The Technical Bid Form will be in spreadsheet format. The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC). The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly, otherwise the Bids will be summarily rejected. Scanned copy of following document should be uploaded alongwith Part I of the offer

- 5.1 Form 'A' with General information about the tendere r.
- 5.2 Form 'B' Duly filled

- 5.3 PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
- 5.4 Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account in support of turnover.
- 5.5 Power of Attorney in favour of the authorized representative signing the tender documents.
- 5.6 Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- 5.7 Copy of PAN & Goods & Service Tax registration Number.
- 5.8 Tenderer shall confirm and showing applicability of Goods & Service Tax on this work on them as per applicable rules of Goods & Service Tax.
- 5.9 Undertaking as per annexure-II & IV of tender document.

6.0 PRICE OFFER in BOQ form

The rates quoted by the tenderer shall be inclusive of all applicable taxes & duties exclusive of Goods & Service Tax. The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Price Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

7.0 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 tenders. 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 tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.

8.0 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

- 8.1 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan state mines and minerals ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.
- 8.2 The Earnest Money Deposit shall not bear any interest.
- 8.3 The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money

Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.

8.4 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.

8.5 The Earnest Money Deposit shall be forfeited in the following cases :

- i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
- ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
- iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
- iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
- v.) If the tenderer does not commence the work within the stipulated period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

9.0 NEGOTIATIONS:-

9.1 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

9.2 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.

9.3 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.

10.0 INTERFERENCE WITH PROCUREMENT PROCESS:

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder;
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bid documents after being declared the successful bidder, without valid ground;

shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lac rupees or ten percent of the assessed value of contract, whichever is less.

RIGHTS OF COMPANY

11.0 The Company reserves the right -

- i) to split the work to two or more bidders.
- ii) to reject any or all the tenders, in part or in full, without assigning any reason, there to,
- iii) not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iv) to increase / decrease the quantum of work and period of contract, without any additional obligation on it.
- v) not to carry out any part of work.
- vi) to reject the offer, if 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.

Section- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

- 4.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Officer In-charge whose decision shall be final and binding.
- 4.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

SECURITY DEPOSIT:

- 4.4 The successful tenderer shall furnish a Security Deposit Rs. 1.00 lakh (Rs. One Lakh only) of estimated contract value. The successful bidder shall have to furnish a Security Deposit of Rs. 50000/- (Rs. Fifty Thousand only) for the contract work within 21 days from the date of issuance of LOA/DLOA by DD/BG in favor of RSMML, Udaipur from any public sector bank (Except SBI) /ICICI/Axis/HDFC having branch in Udaipur. The BG should be in approved format of RSMML on non-judicial stamp paper of appropriate value. Balance SD of Rs. 50000/- (Rs fifty Thousand only) shall be deducted from their running bills in 20 equal installments. EMD/Bid Security can also be adjusted in SD, if so desired by the contractor. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final 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 along with indemnification in favour of RSMML on non-judicial stamp paper.
- 4.6 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 of the contract due to the fault of the contractor, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of

the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- 4.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.12 No interest is payable on S.D. amount.
- 4.13 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.

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

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

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

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

4.15 GOODS & SERVICE TAX :

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).

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.

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.

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.

4.16 **OTHER TAXES**

The rate quoted by the contractor will be inclusive of all taxes (except Goods & Service Tax), duties, levies as applicable on this contract (up to the last date of submission of bids). 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 the rates on whatsoever ground.

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies, made by statutory authorities after the last date of submission of bids will be reimbursed to contractor or recovered by the Company as the case may be. The reimbursement/ recovery from the contractor will be made against submission of supporting documents for only such taxes/ duties/ levies that are directly applicable to the contract and reflected on his running bills.

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

INDEMNITY:

- 4.17 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Officer-in-charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.18 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.19 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, The payment of Workmen's Compensation Act 1923, Motor Vehicles Act,1988 and other Acts/Rules applicable on the awarded work to the contractor.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.20 The Contractor shall have no claim against the Company for any loss of Taxis, idle charges, compensation upon failure, delay, omission etc. on the part of the Company to carry out any or all the provisions of the contract for any reason whatsoever. The Company's decision in the matter shall be final and binding on the Contractor.

LIABILITY FOR ACCIDENT TO PERSONS:

- 4.21 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.
- 4.22 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 happening of such accident/s in writing to the Officer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

FORCE MAJEURE:

- 4.23 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of work, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

TERMINATION:

- 4.24 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the contractor:-
- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work.

- (b) Without determining the contract, complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such action
- 4.25 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 4.26 In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid.
- (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of four calendar months reckoned from the date of determination of contract or getting it complete at the risk & cost of the contractor.
- 4.27 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of seven days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.28 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

DISPUTE, JURISDICTION

- 4.29 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Company shall be final and binding.
- 4.30 No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.31 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Section-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

APPLICABILITY

- 5.1 These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

Chapter 1 - SCC

Special Instructions for the Tenderers

5.2 PREQUALIFICATION CRITERIA :

1. Tenderer should have minimum turnover of Rs. 4.75 Lacs in any one of the immediate three preceding financial years i.e. 2016-17, 2017-18 & 2018-19 in tenderers name.

- 5.3 Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors ", " information about DSC", FAQs & the bidder manual kit " to know the process for submitting the electronic bids at website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on <http://sppp.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 tender document, e-Tendering processing fee, EMD etc. & the same shall be reached to the office of undersigned on or before the time specified for online submission of tender.

- 5.4 The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.

- 5.5 It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

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

- 5.7 Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

- 5.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has :
- made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements; and/or
 - it is established from our records that the tenderer has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

DEPLOYMENT OF TAXI- FOR WORK EXECUTION

- 5.9 On award of work, within 30 days from the date of issue of LOA/DLOA, tenderer should deploy the Taxi of required model as per details mentioned in scope of work.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1 BIDDER

- 5.10 The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder. L1 shall be determined based on lowest total of sum of weighted quoted rate except Goods & Service Tax for hired vehicles mentioned as per the given table.

S.	Particulars of Running (Kms./Hours per day)	Unit (Rs.)	Weighted average for the purpose of determination of lowest bidder.	
			I	II
			AC Sedan Dezire or equivalent	AC Innova or Equivalent
1	Airport & Udaipur District around For 6 Hours & Up to 60 Kms.	Rs. Lump sum	5%	5%
2	JKT/ Airport & Udaipur District around For 8 Hours & Up to 80 Kms.	Rs. Lump sum	25%	15%
3	For outside Udaipur District For 12 Hours to 24 Hours & (Minimum 300 Kms.)	Rs. Per Km	15%	35%

The rates offered by the tenderer for remaining works/category of “Form - 4” will not be taken into consideration for determination of L-1 bidder. However, company may require the L -1 tenderer to match /rationalize the L-1 price offered by the other tenderer for other rates i.e. Rates of extra Kms & Extra Hrs. .

Formula:

Total value for L1 determination=

(0.05 x quoted lump sum rates for item mentioned at Sl no.1 category-I)

+

(0.05 x quoted lump sum rates for item mentioned at Sl no.1 category-II)

+

(0.25 x quoted lump sum rates for item mentioned at Sl no.2 category-I)

+

(0.15 x quoted lump sum rates for item mentioned at Sl no.2 category-II)

+

0.15 x 300 km x quoted rates per km basis for item mentioned at Sl no. 3 category-I)

+

0.35 x 300 km x quoted rates per km basis for item mentioned at Sl no. 3 category-I)

*Value will be rounded to nearest Rupees

Note:

- i) For determining the lowest bidder the rates so quoted by bidders for Sl. No. 3 category I & II (in Rs. per KM) will be multiplied by 300 KMs.
- ii) Other category of hired vehicle are also required by the Company but for the purpose of determination of lowest tenderer for call basis they are not considered as their requirement is very limited.
- iii) However the actual payment will be made on the agreed rates as decided by company for each category.

Example: for L1 determination methodology

S.	Particulars of Running (Kms./Hours per day)	Unit (Rs.)	Quoted rates.	
			I	II
			AC Sedan Dezire or equivalent	AC Innova or Equivalent
1	Airport & Udaipur District around For 6 Hours & Up to 60 Kms.	Rs. Lump sum	500	700
2	JKT/ Airport & Udaipur District around For 8 Hours & Up to 80 Kms.	Rs. Lump sum	1000	1200
3	For outside Udaipur District For 12 Hours to 24 Hours & (Minimum 300 Kms.)	Rs. Per Km	10	12

Total value for L1 determination=

(0.05 x quoted lump sum rates for item mentioned at Sl no.1 category-I

+

(0.05 x quoted lump sum rates for item mentioned at Sl no.1 category-II

+

(0.25 x quoted lump sum rates for item mentioned at Sl no.2 category-I

+

(0.15 x quoted lump sum rates for item mentioned at Sl no.2 category-II

+

0.15 x 300 km x quoted rates per km basis for item mentioned at Sl no. 3 category-I

+

0.35 x 300 km x quoted rates per km basis for item mentioned at Sl no. 3 category-I

Total Value for L1 determination =

$$0.05 \times 500 + 0.05 \times 700 + 0.25 \times 1000 + 0.15 \times 1200 + 0.15(10 \times 300) + 0.35(12 \times 300)$$

$$25 + 35 + 250 + 180 + 450 + 1260$$

= 2200 + **Goods & Service Tax**

ARRANGEMENT FOR DIESEL (Fuel)

5.11 The Contractor has to make its own arrangements for Diesel (Fuel) procurement.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

5.12 Following details are required to be furnished by the successful tenderer to the Officer-in-charge at the time of commencement of work at mines;

- i) Attested copy of Letter of Acceptance for the work.
- ii) Details of the personnel who will be engaged for execution of the work alongwith attested copy of valid driving license.
- iii) List of the Taxis along with its technical specification, purchase invoices, Registration Certificates and copy of valid comprehensive Insurance policy.
- iv) Security deposit as per provisions of tender.

Chapter 2 – SCC

6.1 SCOPE OF WORK:

- 6.1.1.1 Scope of work includes providing on hire taxi permit cars of 2017 model & above with Drivers, to be operated as per requirement of the company within Rajasthan (out of Rajasthan also, if required).
- 6.1.1.2 The taxi cars are required to be provided for use by Company's Corporate Office on call basis. The requirement of taxi including type / make of taxi car with duration of services and name of user of the taxi will be notified / intimated by the authorised person of the Company to the contractor. The required vehicles are to be deployed as per the requirement of work.
- 6.1.1.3 The contractor has to manage and deploy sufficient number of vehicles to undertake the work as per requirement of the Company. Timing, and use of the vehicles shall be intimated to the contractor by the authorised officer of the company and his instruction in this regard will be considered as final for the contractual work
- 6.1.1.4 The contractor may be asked to deploy taxi within 30 minutes over telephone. After getting information, the contractor has to deploy taxi at the right time failing which suitable action can be taken against the contractor and company may arrange taxi on the cost and risk of the contractor.

6.2 SPECIAL CONDITIONS:

- 6.2.1 Besides the scope of work described above, the contractor shall be responsible to carry out all allied works required to complete the job.
- 6.2.2 Contractor has to engage valid license holder, competent, disciplined and physically fit drivers on each vehicle.
- 6.2.3 The driver shall always keep his driving license, relevant papers of taxi, permits, its valid insurance etc with him while on duty and shall produce the same on demand by the authorized officer.
- 6.2.4 The Contractor shall ensure that always the vehicles are to be maintained in good condition and should be deployed in clean and tidy condition with proper house keeping, without any defect and discomfort to company's executives. In case if the vehicles are required maintenance then, the contractor shall inform the user well in advance and make suitable alternative arrangement by providing another vehicle of same model without any discomfort to the user and without any extra cost.
- 6.2.5 Contractor shall ensure that the Vehicle provided for deployment should have sufficient quantity of Diesel (fuel) required to undertake the journey of at least for 300 Kms.
- 6.2.6 The time schedule and number of vehicles as indicated is tentative and the Company in its sole discretion reserves the right to alter the same without giving any prior notice.
- 6.2.7 For the purpose of calculation of distance covered in the services, zero point would be considered as the contractor office in Udaipur city, from where the service is to be provided. Contractor has to submit his Udaipur office address to the company in the techno commercial offer. The Contractor shall maintain an office at Udaipur city with telephone facilities which is normally open during working hours.
- 6.2.8 Insurance: Comprehensive Insurance of the taxi will be the contractor's responsibility. The contractor is required to take comprehensive insurance policy at his own cost. The insurance policy is to cover the claims towards the injury caused to the persons & property of the company and injury to any third person /property. The contractor shall make available attested copy of valid insurance policy to the Officer in charge at the time of commencement of work and also after its renewal every time till the end of contract period.

Chapter 3 – SCC

7.1 Period of Contract, Working Hours & Compensation for Failure to Commence the Work and/or Delayed Operation etc.

PERIOD OF CONTRACT

- 7.1.1 The period of the contract shall be for Two years (24 months) from the date of issue of Letter of Acceptance (LOA)/Detailed letter of Acceptance (DLOA). A period of 30 days is allowed to mobilize the required type & model of taxi. The contractor shall have to execute the work to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Company given to the contractor time to time.
- 7.1.2 The contractor shall use these 30 days for mobilizing the specified type & model of Taxi-required. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.
- 7.1.3 The Contractor shall commence the work immediately but not later than 30 days from the date of issuance of Letter of Acceptance.

COMPENSATION

- 7.1.4 During duty period, if unauthorized persons are found traveling in vehicle/s, the contractor shall pay to the Company an agreed compensation of Rs. 200/- per incidence.
- 7.1.5 If the deployed vehicle is below the specified make & model as mentioned in the tender document, then compensation of Rs 500/-per day will be imposed.
- 7.1.6 If the requisite model is replaced by any other vehicle without prior permission of the Authorized officer and /or such replaced vehicle/s is/are found without taxi permit, compensation of Rs. 500/- per trip /per day will be imposed.
- 7.1.7 In event of failure to deploy valid license holder driver on each vehicle, the contractor shall be liable to pay compensation @ Rs. 300/-per day and same will be treated as non deployment of vehicle.
- 7.1.8 The contractor may be asked to deploy taxi within stipulated time or 30 minutes over telephone. After getting information, the contractor has to deploy taxi at the right time failing which suitable action can be taken against the contractor and company may arrange taxi on the cost and risk of the contractor. alongwith compensation of Rs. 300/- per such occasion.
- 7.1.9 In event of failure to maintain the tidy and good condition of vehicle, the contractor shall be liable to pay compensation @ Rs. 150/-per day.
- 7.1.10 In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit, besides initiating any other action against the contractor as it may decide alongwith a compensation of Rs. 300/- per such occasion.
- 7.1.11 The compensation so paid/and/or adjusted by the company, shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

RIGHT TO REVIEW PERFORMANCE

- 7.1.12 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract.
- 7.1.13 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 2 days.

RISK & COST

- 7.1.14 In the event of failure on the part of the contractor to deploy & operate the taxis as per time schedule prescribed 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 taxis at the risk & cost of the contractor. The amount of such expense/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. The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations.

Chapter 4 - SCC
Payments to the Contractor

CONTRACTOR'S REMUNERATION & TERMS OF PAYMENT:

- 8.1.1 The contractor shall raise bill on monthly basis for taxi cars hired on call basis along with duty slip duly verified by the user of the vehicle and copy of RC of hired vehicle duly certified by the OIC for make & model of hired taxi on call basis on each duty slips and bill of call basis taxi for release of payment.
- 8.1.2 The above bills to be submitted to the Authorised officer (OIC) of the Company for work done 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 15 days of receipt of bills if there is no dispute therein and after making statutory deductions and compensation /penalties as applicable**
- 8.1.3 In case the hired vehicle runs up to 200 kms . The payment will be made considering quoted price at Sl no1& 2 above, However the payment for extra hrs and Kms will be paid. In case the hired vehicle will be required/ use for performing non AC journey, the company will reduce the agreed and awarded rates by 20% for such journey.
- 8.1.4 During the journey the toll tax and special road tax, if any shall be paid by the contractor & the same will be reimbursed by RSMML on production of original receipt. It is expressly agreed and understood that the contractor shall not be entitled to raise any claim on account of idle hours or any other ground whatsoever during the currency of this contract. The contractor shall be entitled to claim hire charges of the vehicles actually deployed and used for RSMML at the agreed contract rates only. In case of journey outside the Rajasthan (as required by the Company) the other state tax if deposited by Contractor for particular journey the same shall be reimbursed by Company on production of documentary evidence.

PRICE VARIATION (ESCALATION/DE-ESCALATION)

- 8.1.5 The rates quoted by the contractor and finally accepted by the company shall remain firm & fix for the period of this contract. Only variation on account of change in the market price of diesel (HSD) as announced by Government or IOCL will be considered for ascertaining escalation/ de-escalation on the price quoted & finally agreed. The diesel escalation/de-escalation will be applicable on the date of change in price of diesel(HSD)
- 8.1.6 **For the purpose of price variation, the average consumption of diesel for all type of vehicles shall be taken as under –**

s.no.	Type of vehicle	Average kms/litre
1	Ac Sedan car /Swift desire Ac or equivalent	20 kms
2	Innova/Marzo/Ertigo Equivalent	10 kms

- 8.1.7 **The actual kilometers covered will be considered for the calculation of the kilometres for this purpose. For the purpose of calculation of distance covered in the services, zero point would be considered as the contractor's office in Udaipur city, from where the service is to be provided. Contractor has to submit his Udaipur office address to the company.**
- 8.1.8 The prevailing price of diesel (HSD) of IOCL ex-Udaipur i.e **Rs. 74.49** per liter shall be taken and considered as base price for the purpose of computation of escalation/ de-escalation on the price quoted & finally agreed.

- 8.1.9 The actual kilometer covered will be considered for the calculation of the kilometers for this purpose.
- 8.1.10 The formula for computing the effect of change in diesel price shall be as under :
- (New rate of Diesel (HSD) – old rate of diesel (HSD)) X Actual Distance in kms
Average consumption of Diesel (as per the type of car as detailed above)
- 8.1.11 Prevailing rate of diesel (HSD) shall be the rate as prevailing for IOCL Depot at Udaipur. Contractor shall furnish rate certificate of diesel(HSD) from IOCL Depot of Udaipur with every monthly bill.
- 8.1.12 No other escalation on any other ground shall be payable to the contractor.
- 8.1.13 The contractor shall not be entitled to raise any claim and/or demand and /or any dispute 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.

DETERMINATION OF VARIOUS PARAMETERS

- 8.1.14 For the purpose of this contract the determination of various parameters, viz. distance in kilometers of taxis, time schedule for operations of Taxis, condition of taxis, required skills of drivers and any other parameter whose determination is required in terms of contract etc., as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Contractor.

CLOSING OF THE CONTRACT

- 8.1.15 On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the Officer-in-Charge for his satisfaction, are required to be submitted to the Officer-In-Charge.
- i) Month-wise details of work executed by the contractor,
 - ii) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
 - iii) Details of PF deposited by the contractor,
 - iv) No claim certificate by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
 - v) Indemnification Bond on Rs. 100/- Non Judicial stamp paper.
- 8.1.16 On receipt of last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducing all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

UNDERTAKING

I/We have carefully gone through & fully understood all above special terms and conditions dealt in various chapters of this section of tender spelt out in various chapters, clauses, sub-clauses etc. and these are acceptable to we/us.

For and on behalf of the Tenderer
(Authorized Signatory)
Seal & Date

LETTER OF SUBMISSION OF TENDER(On the letter head of the tenderer)

DATE:

FROM

To:

The Group General Manager (Cont.),
Rajasthan State Mines & Minerals Ltd.,
Corporate Office -4, Meera Marg,
Udaipur - 313 001.(Rajasthan)

Ref: e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-35/2019-20 Dated 08.01.2020

Dear Sir,

1. I/We 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 of. Rs. (Rupees -----**
-----) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. 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.
5. 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 amount and/or security deposits, 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.
6. I/we enclose documentary proof of requisite document as specified in the tender documents.
7. In the event of acceptance of my/our offer I/we agree to deploy required number & type of Taxis of model mentioned in the scope of work, for the work within 30 (thirty) days from the date of issuance of Detailed Letter of Acceptance (DLOA). In this respect, an undertaking on non-judicial stamp along with supportive document is enclosed.
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, _____ 20...

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

Witness:

Name Address _____

(On the letter head of the tenderer)

FORM"2"

Check list to be enclosed with 'techno-commercial (part-I) bid'

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-35/2019-20 Dated 08.01.2020

Name of Tenderer _____

The Check List should be submitted' alongwith TECHNO-COMMERCIAL (PART-I) BID' in the proforma as given below:-

1.0	Name of the tenderer	
2.0	Address for Communication with the tenderer	
3.0	Telephone Number & Fax number	
4.0	Status of the tenderer: Individual/ Partnership firm /Proprietorship firm/ Co-operative Society registered under RCA/ 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 authorised representative signing the tender	Enclosed /Not Enclosed
6.0	Turn over during last financial years.	
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 & other companies, in relation to the work. If any, give details.	Yes /No.
11.0	The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.	
12.0	Undertaking on non-judicial stamp paper that required number & type of Taxis of model as mentioned in tender document shall be arranged and deployed for work within 30 days from the date of issue of LOA.	Yes /No.

13.0	Details of Earnest money deposited Demand Draft /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	Goods & Service Tax Registration Number	
17.0	Status of registration under MSMED Act along with copy of certificate	

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 may not be opened, 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 Tenderer.
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

(Authorised Signatory)

Name of the Tenderer: -----

Designation/ Relationship of
the Authorised Signatory with the tenderer:

Date: -----

Place: -----

(On the letter head of the tenderer)

FORM"3"

EXCEPTIONS AND DEVIATION

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-35/2019-20 Dated 08.01.2020

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

"PRICE-BID" Performa

To be submitted strictly online in the prescribed format provided at
<https://eproc.rajasthan.gov.in>

RATES FOR VEHICLE TO BE HIRED ON CALL BASIS Model 2017 and onwards

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-35/2019-20 Dated 08.01.2020

S.	Particulars of Running (Kms./Hours per day)	Unit (Rs.)	RATES (Rs.)	
			I	II
			AC Sedan Dezire or equivalent	AC Innova or Equivalent
1	Airport & Udaipur District around For 6 Hours & Up to 60 Kms.	Rs. Lump sum		
2	JKT/ Airport & Udaipur District around For 8 Hours & Up to 80 Kms.	Rs. Lump sum		
3	For outside Udaipur District For 12 Hours to 24 Hours & (Minimum 300 Kms.)	Rs. Per Km		
4	Rate for extra Kms.(for serial no. 1& 2)	Rs. Per Km.		
5	Rate for extra Hrs.(for serial no. 1,2)	Rs. Per Hour.		

Note:

1. In case the hired vehicle runs up to 200 kms. The payment will be made considering quoted price at Sl no1 & 2 above, However the payment for extra hrs and Kms will be paid.
2. The rates quoted will remain firm & fixed through out the contract period except Diesel escalation/de-escalation & other variation as provided in tender document.
3. Tenderer are required to quote the rates for all items in figures & words.
4. The Diesel (HSD) price of **Rs 74.49 Ltr.** is considered as base price for this work
5. All incidental or contingent works required for performance of work shall be done by the tenderer at its cost & expense and it would not qualify for extra payment except as provided in tender document.
6. These rates are inclusive of all expenditure, taxes duties, and levies **except Goods & service tax**

Dated _____

Place _____

(Signature of Tenderer with Seal)

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 other	
6	IFSC code	

Signature of contractor with address.

ANNEXURE “B”

PROFORMA OF DECLARATION

(To be submitted on a non judicial stamp paper of Rs. 10/-)

e-Tender No. RSMM/ CO / GGM (Cont)/ Cont-35/2019-20 Dated 08.01.2020

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

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 Signature of bidder

Place Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is-

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procumbent;
- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. Ground of appeal :
.....
.....
.....(Supported by an affidavit)

7. Prayer:
.....
.....

Place
Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

AFFADAVIT

(on non judicial stamp paper worth Rs100/-)

IS/o Shri aged.....Years
, resident ofon behalf of
the tenderer i.e. M/shereby
undertake oath and state as under:

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)