



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC- Rock Phosphate
Jhamarkotra - 313015, Udaipur
Phone: 2342441, 2342442
FAX: 0294-2342444

TENDER DOCUMENT FOR

Empting of Carbonate Thickener catch pit in MPP

At

**Jhamarkotra Mines of SBU & PC: Rock Phosphate,
Jhamarkotra, Udaipur(Rajasthan)**

Tender No. RSMM/JKT/IBP/2017/3757

Dated:- 12.09.2017

NIB code MML1718A0166 & UBN No. MML1718WSOB00155

Cost of Non Transferable Tender Document:

Rs 590/- (inclusive of GST)

Place of Sale of Tender:-- Office of SM-(F&A), Contract cell, CO

Period of Sale of Tender: From **25.09.2017** to **24.10.2017** till 13:00 Hrs. (IST)

**Last Date of submission
of Tender:** **24.10.2017** up to **15.00** Hrs. (IST)

**Date of Opening of
Offers :** **24.10.2017** at **15:30** Hrs (IST)

**Place of submission
And opening** Office of SM-(F&A), Contract cell, CO



Tele: RAJMINES

Fax: 0294-2342444

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Phone: 0294-2432441-43

No. RSMM/ JKT/IBP/2017/3757

Date:-12.09.2017

NOTICE INVITING TENDER

Sealed Tenders in two parts (Part-I: Techno commercial offer and Part-II: Price offer) are invited for following works at Jhamarkotra Mines of SBU&PC: RP, Jhamarkotra, Udaipur (Rajasthan) from reputed Contractors having experience of similar nature of works.

S.No	Brief Description	Cost of tender document	Contract period	Contract Value	EMD	Date of Opening
1	Contract for Spillage cleaning /Removal through tractor trolley from carbonate thickener catch pit area of Main Process Plant.	Rs 590/-	4 Months	Rs 2.977 Lacs	Rs. 5955/-	24.10.2017 at the Office of SM(F&A) Contract cell, CO, Udaipur
Cost of tender document is inclusive of VAT, payable in cash or by D.D. in favor of "RSMM Ltd ,Udaipur"						

Other terms & conditions are given in detailed NIT for which please visit us on our web site: <http://www.rsmm.com> or contact DGM (Prod. & Safety) or SM (OD) Jhamarkotra Mines at above address.

Dy. General Manager (IBP)
Jhamarkotra Mines



Tele: RAJMINES Fax: 0294-2342444 Email: mis.jkt@rsmm.com Phone: 0294-2432441-43

PART - I

No. RSMM/ JKT/IBP/2017/ 3757

Date:-12.09.2017

DETAILED NOTICE INVITING TENDER

Sealed tenders are invited super scribing “**Emptying of Carbonate Thickener catch pit in MPP**” to enter into a contract for removal of deposited material from carbonate thickener catch pit area and disposing it using tractor-trolley at Jhamarkotra Mines on the terms & conditions listed below. The offers received will be opened in the presence of tenderers if any. Tenders may be obtained from the office of SM (F&A), Marketing deptt, CO on any working day.

1. **Scope** : Collection of Spillage/deposited material from the carbonate thickener catch pit area of the MPP and Disposing it to old tailing dam behind GM (IBP) office building or as directed by EIC using tractor-trolley arrangement and manually loading.

The contractor shall visit the site of work and ascertain the working conditions before Submitting the offer.

2. **Prequalification Criteria**: The Tenderer should have a minimum turnover of Rs 148850/= (Rupees One Lac forty eight thousand eight hundred fifty only) in any one of the four preceding financial years, i.e. 2013-14, 2014-15, 2015-16, 2016-17.
3. **Rate**: As per enclosed format (**Annexure I**) for price offer, the Rate -including all other taxes, levies etc. should be submitted in a separate sealed cover. The rates quoted shall remain firm and fixed during the period of contract. The rates of taxes & taxes applicable will be as per government notification from time to time. Price bids of only the qualified bidders will be opened in the presence of available bidders.

Rate should be quoted per cubic meter basis .

4. **EMD**: Offer should be accompanied with Earnest Money Deposit (EMD) of Rs 5955/- in the form of Demand Draft/Bankers Cheque in favour of RSMM Ltd. payable at Udaipur. The EMD should be enclosed with the offer otherwise the offer shall not be entertained. The EMD shall not bear any interest. The EMD of the non-successful tenderer will be refunded after tender, and the EMD of the successful tenderer will be refunded after receipt of SD. The earnest money deposit(EMD) shall be forfeited if the tenderer

withdraws or modifies the offer during the validity period of the offer or if the tenderer does not deposit the prescribed security deposit in the prescribed time period.

5. **Period:** The above job has to be completed within a period of 4 Months from the issuance of DLOA.
6. **Quantity:** quantity for the work will be 1300 cubic meter approx.
7. **Payment:** Payment shall be released within 30 days on production of verified bills , subject to satisfactory completion of the awarded work on monthly basis.

Following documents be enclosed along with bills for payment.

- a. Detail of work executed as per scope.
 - b. Before and after photographs of work.
 - c. Wage sheet of persons deployed and payment through bank statement.
 - d. Detail of tractor trolley being used.
8. **Deductions:** Statutory taxes as applicable shall be deducted from bills.
 9. **Security Deposit:** An amount equal to 10% of contract value shall have to be deposited with RSMML in the form of DD/Bank Guarantee within 30 days of issue of DLOA. This shall not carry any interest and shall be refunded only after three months of satisfactory completion of the awarded work. BG Shall be provided from only nationalised bank (except SBI) having branch at Udaipur.
 10. **P.F:** The contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.

The contractor shall have to get registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of P.F. Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.

The tenderers who are not coming under the purview of the EPF & MP Act but are required to deposit the PF due to the applicability of the Contract Labour (R&A) Act may deposit the same with the PF Trust of RSMML along with 1.10% administrative charges.

An affidavit (**Annexure 2**) will be required to be furnished on a stamp paper of appropriate value with the offer.

11. **Compensation:** Compensation will be imposed on the contractor for any delay in implementation of the work awarded. If the contractor fails to complete the work within 4 months of the award of contract, the company shall recover a pre-determined and agreed compensation of 0.5 % of contract value per week, subject to a ceiling of 5% of the value of contract.

12. Other terms & Condition as per RTPP Act/Rule will be applicable.
13. **Tools & Tackles:** No material, labour or tools shall be provided by RSMML and work shall have to be carried out at Jhamarkotra Mines using the contractor's own tools, tackles and manpower, and for which no separate transportation cost/facility shall be provided/allowed.
14. **PAN:** Photocopy of PAN card duly signed and sealed should be submitted by the tenderer with the offer.
15. **Reporting:** The contractor must report to and take permission of the Shift Incharge at the MPP OR EIC before commencing work each day, and inform him of the completion of work at the end of each day.
16. **Right :** (A) RSMML reserves the right either to enter into parallel contract, or
(B) RSMML may arrange to carry out the work through any other agency at your risk and cost.
17. **Negotiations :-** Negotiations will be held with the Lowest bidder only.
18. **RTPP Act-2012 :-** Provisions of the RTPP Act-2012 and RTPP rules 2013 will apply to this contract. Requisite documents have been appended to this tender document.
19. **Jurisdiction :-** All disputes related to this contract shall be subject to the jurisdiction of the courts at Udaipur only.

DGM- (IBP)

(On the letter head of the Tenderer)

Annexure 1

PRICE OFFER

This part of the tender should contain the 'Price bid ' only and should be submitted in a separate sealed envelope super-scribing on the envelope the Tender No, Name and address of the tenderer and indicating in bold letter "**PRICE BID only**". The price bid should be submitted strictly in pro forma as given below. The price quoted shall be deemed to include and cover all costs, expenses, taxes, duties levies and liabilities of every description and all risk of every kind. No increase in rates on these accounts shall be permitted.

Tender No. RSMM/JKT/IBP/2017/ 3757

Dated: 12.09.2017

Name of the Tenderer -

Rate Schedule

(Including all taxes)

SN	Description of Job	Rate (Rs/m ³) (Rupees per cubic metre) including all Taxes, Levies etc.
1	Cleaning of spillage /gird /lumps/material from the location listed in the scope and dispose it to a site as directed using manual loading with tractor and trolley arrangement.	

(Signature of the tenderer with seal)

Note: The rates quoted are for the scope of work detailed in the tender document, inclusive of all applicable taxes, duties, levies etc.

Annexure 2

On non judicial stamp paper value of Rs. 10/-

AFFADAVIT

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) 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 personal knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent
(Authorized Signatory)

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-4

DECLARATION THAT NO CONDITION IS MENTIONED IN PRICE BID
(To be submitted along with part – I of the offer)

Name of Tenderer: _____

We hereby undertake that we have not mentioned any condition in price bid

Signature of Tenderer with official stamp

Place:

Date:

Annexure 5

DECLARATION OF NON SUSPENSION/NON BANNING
(To be submitted along with part – I of the offer)

Name of the Tenderer: _____

We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.

Signature of Tenderer with official stamp

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.

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the first Appellate Authority is MD, RSMML, CO, Udaipur

The designation and address of the second Appellate Authority is Mines Department, Gov of Rajasthan, Jaipur

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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.

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:
- (ii) Official address, if any:
- (iii) 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: