



# Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

## Registered Office

C89-90, Lal Kothi Scheme, Janpath  
Jaipur (Rajasthan)India  
Ph.:+91-141-2743734. 2743934  
Fax: +91-141-2743735  
CIN No.: U14109RJ1949SGC000505

## Corporate Office

4, Meera Marg,  
Udaipur – 313 001  
Ph.: -91-294-2428768, 2428763-67  
Fax: +91-294-2428768, 2428770, 2428739  
e-mail [naveengupta.rsmml@rajasthan.gov.in](mailto:naveengupta.rsmml@rajasthan.gov.in)  
website: [www.rsmm.com](http://www.rsmm.com)

PAN No : AAACR7857H

[GSTIN No. 08AACR7857 HIZO](http://www.rsmm.com)

## TENDER DOCUMENT TO

**e TENDER NO. RSMM CO MM NIT 08 2017-18 Dated 13.07.2017**

**e- TENDERS ARE INVITED ARE INVITED FROM MANUFACTURER OR THEIR AUTHORIZED DEALER/ DISTRIBUTOR FOR SUPPLY OF ISI MARKED BLACK COLOUR INDUSTRIAL LEATHER SAFETY SHOES FOR MEN AND WOMEN SUITABLE FOR USE AT OPEN CAST MINES**

S. no.	Description	Date	Time
1	Publishing Date	13/07/17	6.00 p.m.
2	Document Download/Sale Start Date	13/07/17	6.30 p.m.
3	Document Download /Sale End Date	02/08/17	6.00 p.m.
4	Bid Submission Start Date	14/07/17	10.00 a.m.
5	Bid Submission Closing Date	02/08/17	6.00 p.m.
6	Techno-Commercial Bid Opening Date	03/08/17	3.30 p.m.
7	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	02/08/17	Upto 6.00 p.m.
9	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
10	Websites for downloading tender documents/ corrigendum etc.	<a href="http://www.rsmm.com">www.rsmm.com</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>	
11	Website for submission of tender/bid (only online)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
12	Tender Document Fees	Rs. 1180/- (Inclusive of GST @ 18%) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
13	RISL Processing Fees	Rs. 500/- in favour of "MD RISL" payable at Jaipur	
14	Bid Security	Rs. 29,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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PAN No : AAACR7857H

GSTIN No. 08AACR7857 HIZO

**e TENDER NO. RSM CO MM NIT 08 2017-18 Dated 13.07.2017**

### **NOTICE INVITING e-TENDER**

Sealed tenders in two parts (Part-I, Techno-commercial part & Part-II, Price part) are invited from Manufacturer or their authorized dealer/distributor for supply of ISI marked Black colour Industrial Leather Safety Shoes for Men and Women suitable for use at open cast mines for all the units of RSMML

Description	No. of pairs for Men	No. of pairs for Women
ISI marked Black colour Industrial Leather Safety Shoes	1929 pairs	60 pairs

Description / Specification of Material		
i)	IS	ISI marked.
ii)	Toe	Non Metallic fibre reinforce light weight protective toe / cap as per clause no. 2.4.2 of DGMS approval No.4 dated 14/08/2014 /IS – 15298 (Part – 2) (revised 2011)
iii)	Sole	PU, Direct Injection Moulded
iv)	Sole Features	Antistatic, Acid Resistant, Anti Slip Heat Resistant, shock absorbing property, Anti Fatigue, etc

#### Marking :

The Shoe shall be marked with the following information

- Size of the shoe on sole and shoe socks
- Article no/Model no.
- Month/Year of the Manufacturing/Size on cardboard box.
- BIS/ ISI mark on sole / tongue

For more details, visit us on web site [www.rsmm.com](http://www.rsmm.com), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or contact Sr. Manager (MM) at the above address.

(B.S. Gupta)  
General Manager (MM)



## **Rajasthan State Mines & Minerals Limited**

(A Government of Rajasthan Enterprise)

### **e- TENDER NO. RSMM/CO/MM/SAFETY SHOES/NIT-08/2017-18 DATED 13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR INDUSTRIAL PERSONNEL (MEN & WOMEN)**

The tender documents consist of following:

Section – I	Instruction for preparation & submission of tender.
Section- II	Special Conditions of Contract (SCC.)
Annexure – I	General Profile of Tender.
Annexure - II	Undertaking towards Non Suspension/Non Banning.
Annexure – III	Registration details under Micro, Small & Medium Enterprises Development Act. 2006.
Annexure – IV	Undertaking towards acceptance of all terms & conditions of tender and no condition mentioned in the price bid.
Annexure – V	Details of Taxes & duties offered in price bid.
Annexure – VI & VIA	Check list to Specifications & quantity for Men & Women.
Annexure – VII	Details of samples offered for shoes for Men & Women
Annexure - VIII	Declaration by Tenderer
Annexure - IX	Format of BG towards S.D.
Annexure - A	Compliance with the Code of Integrity and No Conflict of Interest:
Annexure - B	Declaration by the Bidder regarding qualifications Declaration by the Bidder:
Annexure - C	Grievance Redresses during Procurement Process.
Annexure - D	Additional Conditions of Contract.

#### **SECTION -1: Instructions for preparation & submission of e-Tender and Conditions of e-Tender:**

##### **Instructions for preparation & submission of tender:**

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).

- ii) No physical/offline Tender/bid shall be accepted.
- iii) **Bid Security and Tender Document Fee** shall be in the form of Demand Draft / Bankers Cheque drawn in favour of “**Rajasthan State Mines & Minerals Limited**” payable at Udaipur and shall be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time as above.
- iv) **Processing Fee** shall be in the form of Demand Draft / Banker Cheque drawn in favour of “**MD RISL**” payable at Jaipur and shall also be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :  
The 24 x 7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593, (Local Help Desk No. 0141- 4022688 available all working days between 9.30 AM to 6.00 PM ), email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in), [support-eproc@nic.in](mailto:support-eproc@nic.in). Adresse-e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C- Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.

- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- xv) Tenderer shall be responsible for Supply of Conveyor Belts at Jhamarkotra mines and Jaisalmer site.
- xvi) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**
- xvii) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :
  - i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
  - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
  - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
  - iv) Annexure-D- Additional Conditions of Contract.

#### **COVER-A**

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and processing fees.
- ii) Scanned copy of sealed & signed tender document towards acceptance of terms and conditions.
- iii) Authorisation in favour of a person signing tender document.
- iv) General profile of tenderer as per annexure-I, Undertaking towards acceptance of all terms & conditions of tender as per annexure-IV and Undertaking towards non suspension/ non banning as per annexure-II
- v) Registration details as per MSMED Act, 2006 as per annexure-III.
- vi) Details of taxes & duties offered in price bid as per annexure-V.

#### **COVER-B**

- i) Check-list to technical specifications for the tendered products as per annexure-VI & VIA
- ii) Supporting documents towards tenderer status.
- iii) Details of offered samples as per annexure-VII
- iv) Declaration by tenderer as per annexure - VIII
- iv) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure- D and Duly Filled, Sealed and Signed Annexure-B.

## **COVER-C**

### **Price Bid in xls format.**

#### **2.0 SUBMISSION & OPENING OF TENDERS:**

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees offline to the office of GM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees to the office of GM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

#### **3.0 BEFORE SUBMITTING TENDER:**

Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive with respect to all factors circumstances and conditions likely to be incidental to the execution of the contract, as per the scope and conditions given herein.

#### **4.0 SCHEDULE OF RATES:**

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis. The rates should be quoted in Indian Rupees. Tenderers are advised to down load the BoQ from the e-proc web site and then upload the same after filling necessary entries.
- ii) Tenderer are requested to offer only one type of each type of shoes for men and women
- iii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of shoes must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.

- v) Tenderer shall warrant that the prices being charged to the Rajasthan State Mines & Minerals Limited are not higher nor the terms taken as a whole less favorable than in respect to tenderer current sales.
- vi) The Comparative Chart of prices generated by the e-procurement portal on-line, if any, will only be for reference purpose. It is clarified that the L-1 tenderer will be determined on the basis of Comparative Chart generated by RSMML in accordance to the terms & conditions of tender.
- vii) The quoted price will remain firm and fixed till complete execution of the contract except changes in statutory duties/taxes by Govt., which are directly reflected in the invoice. The price must be net and must include delivery charges, if any. Price should be on f.o.r. destination basis, which are as under:-

<b>SBU &amp; PC (Lignite):</b>			<b>208 Pairs</b>
<b>i)</b>	Nagaur		80 Pairs
	Male	78 Pairs	
	Female	2 Pairs	
<b>ii)</b>	Barmer (Male)		128 Pairs
<b>SBU &amp; PC (LS): Jodhpur</b>			<b>296 Pairs</b>
	Male	284 Pairs	
	Female	12 Pairs	
<b>SBU &amp; PC (Gypsum): Bikaner</b>			<b>219 Pairs</b>
<b>SBU &amp; PC (RP): Jhamarkotra</b>			<b>1266 Pairs</b>
	Male	1220 pairs	
	Female	46 pairs	
<b><u>TOTAL:</u></b>			<b><u>1989 Pairs</u></b>

## 5.0 PRICE VARIATION:

**a)** The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in CGST/SGST/IGST by the Government which are directly reflected on Tenderer's invoice will be considered on production of documentary proof provided that the variation take place within the scheduled delivery period.

**b)** Save and except as aforesaid, the supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

## 6.0 TAXES, DUTIES & LEVIES:

- a) The rate of CGST/SGST/IGST as applicable in respect of each item of stores must be indicated.

b) Any other tax, duties or levies by any name or form should be indicated. The firms availing any incentive should mention in the tender.

c) In the absence of clear stipulation stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.

#### **7.0 AUTHORITY TO SIGN TENDER:**

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

#### **8.0 OPENING OF TENDERS:**

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

#### **9.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of four months days from the date of opening of tender within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/amendment/ modification the earnest money deposited by the Tenderer, as per clause No.10 hereof shall stand forfeited. This validity period may be extended further if required by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

#### **10.0 BID SECURITY :**

a) The tenderer shall deposit (interest free) a sum of **Rs 29,000/-- (Rupees Twenty- nine thousand only)** as Bid Security along with the tender by Demand Draft/PO. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO will not be accepted.

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



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

- c) **The BID SECURITY shall be forfeited in case of:**
- i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after prescribed due date and time of submission of tender.
  - ii) If it is established that tenderer have submitted any wrong information/forged document along with the tender or thereafter/ found indulge in unfair trade practices.
  - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender in case of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product.
- (h) In case any tenderer is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (i) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

**11.0 SPECIFICATION & QUANTITY:** The quantity and technical specifications are as follows.

11.1 ISI marked Black colour Industrial Leather Safety Shoes for Men and Women suitable for use at open cast mines as per following specification :

Description / Specification of Material		
i)	IS	ISI marked.
ii)	Toe	Non Metallic fibre reinforce light weight protective toe / cap as per clause no. 2.4.2 of DGMS approval No.4 dated 14/08/2014 /IS - 15298 (Part - 2) (revised 2011)
iii)	Sole	PU, Direct Injection Moulded
iv)	Sole Features	Antistatic, Acid Resistant, Anti Slip Heat Resistant, shock absorbing property, Anti Fatigue, etc

Marking :

The Shoe shall be marked with the following information

- Size of the shoe on sole and shoe socks
- Article no/Model no.
- Month/Year of the Manufacturing/Size on cardboard box.
- BIS/ ISI mark on sole / tongue

**11.2 QUANTITY 1989 Pairs :** The bifurcation of the requirement is given below :

SBU's	Gender	Sizes							Total
		5	6	7	8	9	10	11	
Lignite Jaipur Barmer	Male	2	12	28	62	20	4	00	128
Lignite Jaipur Nagaur	Male	0	7	9	41	15	02	04	78
	Female	0	0	02	0	0	0	0	02
Gypsum Bikaner	Male	4	34	54	79	34	14	0	219
Jhamarkotra, Udaipur.	Male	58	210	452	342	120	34	4	1220
	Female	2	12	22	10	0	0	0	46
Lime stone Jodhpur	Male	2	26	72	112	58	14	0	284
	Female	2	0	02	06	02	0	0	12
Total	Male	66	289	615	636	247	68	8	1929
	Female	4	12	26	16	2	0	0	60

The scope of supply shall be the delivery of stores by the supplier as per above

Specification in accordance with the terms and conditions of the tender.  
Note :

1. Tenderers are requested to furnish samples of Shoes matching to our Specifications. Only one type of samples may be furnished for each category i.e. Men & Women.
2. The samples are required for selection. Each sample should have its brand name, quality no., Code no. technical details so that Company can identify the sample of shoes for the purpose of placement of order in case the sample is selected.
3. Tenderers are requested to furnish the different samples of shoes in a sealed envelope superscribing "Samples for Selection of Shoes" and also having name and address.
4. Samples of shoes of unsuccessful bidders will be returned after finalization of tender.
5. Sample of shoes of successful tenderer will be returned after expiry warranty period
6. RSMML will consider the price offer only for the selected samples of Shoe as per our requirement of the tender.

The techno-commercial suitability of the offers will be ascertained on the basis on the basis of documents submitted along with the Tender (Part-I of the offer). The decision of the Company with regard to short-listed bidders shall be final and binding to tenderers.

Price Part (Part-II) of the offer of only short-listed tenderers will be opened and only such short-listed tenderers will be informed about the date and time of opening of the price bid. The company will generally not entertain any correspondence on this subject.

#### **12.0 SCOPE OF SUPPLY:**

The scope of supply shall be the supply of shoes in different sizes in accordance with the agreed specifications, terms and conditions to respective destination. The supplier shall be entirely responsible for the performance of the contract in all respects.

#### **13.0 DELIVERY PERIOD:**

Tenderer should state the minimum possible delivery period for supply of stores.

#### **14.0. GUARANTEE:**

- i) Guarantee should be applicable in respect of sub- standard material, Poor workmanship and manufacturing defects (excluding normal wear and tear) for a period of 12 months from the date of receipt and acceptance of the material at site. Defective material should be replaced free of cost within the period of 15 days of receipt of the complaint by the supplier.

- ii) In case of any difference in the quality, the same shall liable to be rejected and tenderer shall replace the same free of cost within fifteen days from the date of issue of rejection note. In case, at any point of time, during 12 months from the date of of receipt and acceptance of the material at site any defect in the quality of shoes is found, the same will be replaced by you at your risk and cost.
- iii) It at any time during the guarantee period, the stores do not conform to the Company's requirement/specifications and/or do not meet the desired performance, tenderer will rectify or replace the stores as the case may be to correct the deficiency at his expenses within the minimum time to be specified by the Company. In the event tenderer fails to do so , the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the tenderer without prejudice to the Company's right and/or remedies provided in the contract or by the relevant provision of Law.

**15.0 DELIVERY BASIS:** On F.O.R. destination basis as given in clause 16:

**16.0 INSPECTION:** At Consignee's end and the consignees are as below :

SBU -	Consignee & Place of delivery	Male	Female
For SBU-PC – Lignite, Jaipur	GGM (Lignite) or his authorized officer, RSMM Ltd., RICCO Industrial Area, Giral Lignite Project, Barmer.	128 pairs	2 pairs
For SBU-PC – Lignite, Jaipur	GGM (Lignite) or his authorized officer, RSMM Ltd., Badki Basti, Chinnar, Didwana Road, Kasnau Matasukh Lignite Project, Nagaur.	78 pairs	2 pairs
For SBU-PC – Lignite, Jaipur	GGM (Lignite) or his authorized officer, RSMM Ltd., Badki Basti, Chinnar, Didwana Road, Kasnau Matasukh Lignite Project, Nagaur.	78 pairs	2 pairs
For SBU PC – Gypsum, Bikaner	GGM(Gypsum) or his authorized officer, RSMM Ltd.,2, Gandhi Nagar Scheme, Bikaner – 334 001	219 pairs	0 pairs

For SBU-PC Rockphosphate , Jhamakrkotra	GGM(RP) or his authorized officer, RSMM Ltd., Jhamarkotra Mines -313 015 via -Distt.-Udaipur	1220 pairs	46 pairs
For SBU PC – Lime sstone, Jodhpur	Advisor & Head (LS), Jodhpur or his authorised officer, RSMM Ltd., 8 West Patel Nagar, Circuit House Road, Jodhpur.	284 pairs	12 pairs

**17.0 TERMS OF PAYMENT & PAYING AUTHORITY:**

- a) 100% Payment within 30 days after receipt & acceptance of stores at the consignee end.
- b) Billing & Paying Authority: The bill in triplicate alongwith all supporting documents should be sent to office of GM (MM) for payment purpose.
- c) The payment disbursing authority is FA, CO., RSMML, Udaipur.
- d) Payment will be made through RTGS/NEFT. All bank charges / commission shall be borne by the tenderer/bidder

**18.0 RSMML Rights:** The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding:

- i) to accept any offers or reject any or all the offers.
- ii) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- iii) to increase/decrease the quantity at any time.
- iv) to divide the quantity into more than one tenderer.
- v) to select/not to select the sample of shoes of any tenderer on technical grounds / as per company's request .

**19.0 DETERMINATION OF LOWEST BIDDER:**

- a) The lowest tenderer shall be determined on the basis of total landed rate offered by the tenderer for supply of items on FOR destination basis inclusive of all taxes, duties, transportation, insurance & any other delivery charges up to destination. The effect of Input Tax Credit on GST as per rules / regulations will be given while calculating the landed cost for determining the lowest tenderer.

- b) The element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the manufacturing firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose only.
- c) In the event company accepts the lowest tendered rate, the offer of such tenderer will be accepted for issuance of purchase order.
- d) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

## **20.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) As security for the due, proper and faithful fulfilment of the obligations under the contract, you will furnish to RSMML Security Deposit cum Performance Guarantee equal to 5% value of ordered quantity by way of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa (enclosed) from any Public Sector/ICICI/ AXIS / HDFC Bank (Except State Bank of India) having its branch at Udaipur, within 21 days from the date of LOA/PO. The Bank Guarantee should be valid for a period of 12 months plus delivery period. However, in case of delayed supplies, you will extend the BG validity suitably.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier fails to execute the work within the stipulated period or fails to fulfil the agreed obligations or fails to settle in full, it's dues to the Company.
- iii) The Company is empowered to recover any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactorily performance or non fulfilment of any of the conditions of the contract or supplier have furnished any false information/commitment from the S.D.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of your responsibility or liability pertaining to its obligations and guarantee under the contract and shall be without prejudice to any other remedies

available to RSMML in terms of the contract and or as per the laws of the land.

- vii) In case the tenderer is willing to furnish SD in the form of BG, that it should be on the non-judicial stamp paper of value equal to 0.25 % (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable on the date of issue of BG.
- viii) S.D. should be send to the office of GM (MM).

**21 .0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:**

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

**22.0 COMPENSATION FOR DELAYED DELIVERY:**

In the event you fail to deliver the stores in full/part within the delivery date as given in the delivery schedule or the stores are rejected, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be

OR

- c) to cancel the contract.

In case of b & c above, the Company will be empowered to purchase stores which are readily available with alternative source to meet the requirement irrespective of the fact whether these are similar or not.

**23.0 MANUFACTURER:** In case the tenderer is Dealers/Distributors, the name of the manufacturers for the Stores will be indicated. The manufacturer's valid Authorization Certificate to participate in the tender should be enclosed.

**24.0 TECHNICAL DATA:** Stores shall confirm the technical specifications as per Clause 11.1 In case tenderers are on the Rate/Running contract with the DGS&D, a copy of Rate/Running Contract price of DGS&D will also be produced by the tenderer.

**25.0 ASSIGNMENT:** The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

**26.0 INDEMNIFICATION:** Except where arising from the negligence of RSMML or RSMML's employees, the supplier shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the supplier or suppliers personnel or by claims made against RSMML by third parties in respect thereof.

**27.0 PRICE FALL CLAUSE:** In the event of supplier accepting lower prices for supplies covered under the contract to any other companies during the pendency of the contract, the lower price and charges will also be applicable to this contract. The supplier must intimate RSMML as soon as they accept lower prices from any other company including PSU and Government Organization.

**28.0 NEGOTIATIONS:-**

- i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.



## **29.0 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:**

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Annexure- IVA. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- i)** Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- ii)** Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii)** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

## **30.0 TERMINATION:**

- c)** In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
- d)** The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c)** Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving Fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

### **31.0 FORCE MAJEURE:**

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

### **32.0 JURISDICTION:**

The contract is subject to the jurisdiction of exclusive courts at Udaipur only in the state of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
GENERAL MANAGER (MM)

I/We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Place & Date:

**Annexure-I****E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)****GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer			
	Telephone No.,			
	Fax No.,			
	e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company (Enclose copy of document)			
4	Name of owner/partners Directors with full address.			
5	Annual manufacturing capacity of offered Cloth			
6	Annual turnovers in rupees for last three years.	2016-17	2015-16	2014-15
7	PAN No.			
8	HSN Code of offered Product			
9	GSTIN No. Details			
10	Service Tax Registration no.			
11	Entrepreneurs Memorandum no. as per MSMED Act 2006  Nature of Activity (manufacturing/Service)			
12	Banker details:  a) Name b) Branch No.  c) Address			

13	Bank Account No.	
14	Type of A/c : Saving / Current/CC/ any other	
15	IFSC code	
16	Are you exempted from paying; custom Duty/ excise Duty/Sales Tax, if yes give details.	
17	Any other important information related to the tender requirement.	
18	Offered Delivery Period for supply of material from the date of issue of Purchase Order.	

Signature of tenderer with official stamp

Date

Place:

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**UNDERTAKING TOWARDS 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:

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**REGISTRATION DETAILS AS PER MICRO, SMALL & MEDIUM ENTERPRISES  
DEVELOPMENT ACT, 2006.**

(To be submitted with PART – I Technical Bid)

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_(Yes/NO)
  
2. If yes, please furnish the declaration given below.
  
3. We (Name of Tenderer \_\_\_\_\_), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum no. .... and under category of .....(Manufacturer/Service).
  
4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED 13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR INDUSTRIAL PERSONNEL (MEN & WOMEN)**

(To be submitted with PART – I Technical Bid)

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER**

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

**We confirm that all the terms & conditions of tender is acceptable to us except the following.**

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

Sl. No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Company may accept or not to accept the deviations put by the tenderer at its sole discretion. No claim on this will be entertained.

**Note:** Deviation to the tender terms, if any, mentioned any where else (i.e. in any other document will not be considered & accepted. RSMML will not entertain any claim of the tenderer on offered deviations mentioned anywhere else.

Signature of tenderer with official stamp

Date & Place:

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**

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

Particulars	% Rate considered in price bid
IGST	@.....%
CGST	@.....%
SGST	@.....%
Any other taxes/duties/levies ----- -----	@.....%

Signature of tenderer with official stamp

Date:  
Place:



**Annexure – VI****E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED 13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR INDUSTRIAL PERSONNEL (MEN & WOMEN)****ACCEPTANCE TO THE TECHNICAL SPECIFICATION**

(To be enclosed with part-I of offer).

**INDUSTRIAL LEATHER SAFETY SHOES FOR MEN**

Offered make :

Offered Model/ Article No.

S. No	Description/ Specification of Material	Qty	Deviation, if any
		1929 pairs	
i)	IS	ISI marked.	
ii)	Toe	Non Metallic fibre reinforce light weight protective toe / cap as per clause no. 2.4.2 of DGMS approval No.4 dated 14/08/2014 / IS – 15298 (Part – 2) (revised 2011)	
iii)	Sole	PU, Directed Injection Moulded	
iv)	Sole Features	Antistatic, Acid Resistant, Anti Slip Heat Resistant with shock absorbing property, Anti Fatigue, etc	
v)	Marking	The Shoe shall be marked with the following information	
		Size of the shoe on sole and shoe socks	

	Article No / Model No.	
	Month/year of the Manufacturing / Size on cardboard box	
	ISI mark on sole / tongue	
	Supply of pairs of shoes in individual box packing	

Signature of Tenderer with official stamps

Place:

Date:

**Annexure – VI-A**

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**ACCEPTANCE TO THE TECHNICAL SPECIFICATION**

(To be enclosed with part-I of offer).

**INDUSTRIAL LEATHER SAFETY SHOES FOR WOMEN**

Offered make :

Offered Model/ Article No.

S. No	Description/ Specification of Material		Qty	Deviation, if any
			60 pairs	
i)	IS	ISI marked.		
ii)	Toe	Non Metallic fibre reinforce light weight protective toe / cap as per clause no. 2.4.2 of DGMS approval No.4 dated 14/08/2014 / IS – 15298 (Part – 2) (revised 2011)		
iii)	Sole	PU, Directed Injection Moulded		
iv)	Sole Features	Antistatic, Acid Resistant, Anti Slip Heat Resistant with shock absorbing property, Anti Fatigue, etc		
v)	Marking	The Shoe shall be marked with the following information		

		Size of the shoe on sole and shoe socks		
		Article No / Model No.		
		Month/year of the Manufacturing / Size on cardboard box		
		ISI mark on sole / tongue		
		Supply of pairs of shoes in individual box packing		

Signature of Tenderer with official stamps

Place:

Date:

**Annexure – VII**

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED 13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**ACCEPTANCE TO THE TECHNICAL SPECIFICATION**

**A. DETAILS OF OFFERED SAMPLES FOR SHOES FOR MEN**

S. NO.	MAKE	Brand	Quality no.	Deviation to specifications as mentioned at clause 11.1 if any.
1.				

**B. DETAILS OF OFFERED SAMPLES FOR SHOES FOR WOMEN**

S. NO.	MAKE	Brand	Quality no.	Deviation to specifications as mentioned at clause 11.1 if any.
1.				

We will supply the shoes as per specifications mentioned at clause 11.1.

**Note ; Only one type of best suited shoes in each category be offered.**

Signature of Tenderer with official stamps

Place:

Date:

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**(to be submitted with Part -I of the tender)**

**DECLARATION BY TENDERER**

I/We declare that I am/ We are /manufacturer/ Sole distributor/Authorised dealer/ bonafide dealers in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of tenderer with official stamp

Date:

Place:

**Annexure -IX**

**E - TENDER NO. RSMM /CO/MM/SAFETY SHOES/NIT- 08/2017-18 DATED  
13.07.2017 FOR SUPPLY OF BLACK COLOUR LEATHER SAFETY SHOES FOR  
INDUSTRIAL PERSONNEL (MEN & WOMEN)**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

**(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except SBI) ]having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.**

Contact details of Banker:

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

B.G. \_\_\_\_\_

Dated \_\_\_\_\_

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

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

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC to stand as surety for payment of Rs.

\_\_\_\_\_ as security deposit to the company subject to the following conditions.

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
  
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of
  
3. the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
  
4. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
  
5. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal



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

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

6. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
  
7. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
  
8. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

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

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

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

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_2017.

## **Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- a) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- b) 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;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour 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.

## **Annexure B: 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 C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is : Mines Dept, Govt. of Rajasthan

The designation and address of the Second Appellate Authority is: Finance Dept., Govt. of Rajasthan

### **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 the 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 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 alongwith 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 the 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 bankers' 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 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 (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. Ground \_\_\_\_\_ of \_\_\_\_\_ appeal  
:.....  
.....(Support ed by an affidavit)
7. Prayer:.....  
.....  
.....

Place :

Date:

Appellant's signature :

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the 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 price 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 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, 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.



**3. Dividing quantities among more than one bidder at the time of award  
(In case of procurement of goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.