



# 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, 2428739  
CIN No.: U14109RJ1949SGC000505

**CORPORATE OFFICE:**  
4, Meera Marg,  
Udaipur – 313 001  
Ph.:-91-294-2428768,2428763-67  
Fax:+91-294-2428768  
e-mail -[naveengupta.rsmml@rajasthan.gov.in](mailto:naveengupta.rsmml@rajasthan.gov.in)

## TENDER DOCUMENT

TO

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

### **FOR THE SUPPLY OF EXPLOSIVE & EXPLOSIVE ACCESSORY ITEMS AT OUR VARIOUS UNITS IN RAJASTHAN**

s.n.	Description	Date	Time
1	<b>Publishing Date</b>	26.03.2018	5.50 p.m.
2	<b>Document Download Start Date</b>	26.03.2018	6.00 p.m.
3	<b>Document Download End Date</b>	25.04.2018	6.00 p.m.
4	<b>Bid Submission Start Date</b>	27.03.2018	10.00 a.m.
5	<b>Bid Submission End Date</b>	25.04.2018	6.00 p.m.
6	<b>Techno-Commercial Bid Opening Date</b>	26.04.2018	3.30 p.m.
7	<b>Submission of Demand Draft/ Banker Cheque of Tender Document Fee, Processing Fees and Bid Security</b>	25.04.2018	Upto 6.00 p.m.
8	<b>Price Bid Opening Date</b>	Will be intimated later on to the techno-commercially qualified bidders	
9	<b>Websites for downloading tender documents/corrigendum etc.</b>	<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://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>	
10	<b>Website for submission of tender/bid (only online)</b>	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
11	<b>Tender Document Fees</b>	Rs. 1180/- (Inclusive of GST) in favor of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
12	<b>RISL Processing Fees</b>	Rs. 1000/- in favour of "MD RISL" payable at Jaipur	
13	<b>Bid Security</b>	As per clause no. 11.00 of tender (In favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur)	



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**WEBSITE: [WWW.RSMM.COM](http://WWW.RSMM.COM),**

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

## **NOTICE INVITING e-TENDER**

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from the manufacturers or their authorized dealers for “SUPPLY OF VARIOUS TYPES OF EXPLOSIVE & EXPLOSIVE ACCESSORY ITEMS’. Details of products are as below:

S. N.	Description	UNIT	Destination wise Approx tentative qty. per annum		
			Jhamarkotra	Jaisalmer	Gotan
1	Small dia 25 mm Cap Sensitive Cartridge Explosive VOD range in mtr/sec. 4200 $\pm$ 200 Density in gm/cc 1.10-1.25	MT	6	45	8
2	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Pac king) VOD range in mtr/sec. 4200 $\pm$ 200 Density in gm/cc 1.10-1.25	MT	50	....	10
3	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (1 Kg. Cartridge Packing) VOD range in mtr/sec. 4500-5000 Density in gm/cc 1.15-1.25	MT	....	130	.....
4	High Strength Large dia 83/125 mm Non Cap sensitive Explosive VOD range in mtr/sec. 3800 $\pm$ 200 Density in gm/cc 1.10-1.25	MT	50	.....	.....
5	Booster 100 / 250 / 400 gm. Explosive (Emulsion based) VOD range in mtr/sec. 5200 $\pm$ 200 Density in gm/cc 1.15-1.25	MT	30	.....	.....
6	Detonating Fuse 10 gms PETN/ mtr length VOD range in mtr/sec. 6500-7000, Tensile Strength- (+) 70 Kg, Density in gm/cc 1.20	Mtrs	15,00,000	5,00,000	63,000
7	Electronic Delay Detonator (12 mtrs.)	Nos.	4500	.....	.....
7-A	Surface Harness Wire (in Rolls)	Mtrs	27000	.....	.....

8	Cord Relay(17ms $\pm$ 5, 25ms $\pm$ 5, 42ms $\pm$ 5, 50 ms $\pm$ 5)	Nos.	9000	7500	.....
9	Inst. Electric Detonators (1.8 mtr. Lead wire)	Nos.	3000	.....	45000
10	Non-Electric Initiation System				
A	DTH 6 mtr.	Nos	.....	30000	.....
B	DTH 500 ms $\pm$ 10 8 mtr.	Nos	1500	.....	2000
C	DTH 10 mtr.	Nos	....	.....	2000
D	DTH 475 ms $\pm$ 10 12 mtr.	Nos	4500	.....	.....
E	TLD 3 mtr.	Nos.	....	.....	4000
F	TLD 25ms, 42ms, 50ms $\pm$ 5 4 mtr.	Nos.	3000	30000	.....
G	TLD 25ms, 42ms, 50ms $\pm$ 5 6 mtr.	Nos.	2100	.....	....
H	TLD 25ms, 42ms, 50ms $\pm$ 5 8 mtr.	Nos.	900	.....	.....
11	Special Ordinary Detonators	Nos	.....	.....	25,000
12	Safety Fuse (Water Proof)	Mtrs	.....	.....	25,000

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.

**Gr. General Manager (MM)**



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

( A Government of Rajasthan Enterprise)

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

Section – I	Instruction for preparation & submission of tender and conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards banning/suspension, validity of explosive licences and authorised explosive.
Annexure- III	Registration details as per MSMED Act, 2006
Annexure- IV	Undertaking towards acceptance of all terms & conditions of tender
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Details of valid licences towards manufacturing/ possessing/ selling/ Magazines/ Vans etc
Annexure- VII	Details of Past Experience
Annexure- VIII	Distance chart
Annexure- IX	Details of carrying capacity of different type of explosive items
Annexure- X	Check-list to technical specifications
Annexure- XII	Proforma of Bank Guarantee
Annexure-A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications
Annexure-C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure-D	Additional Conditions of Contract.

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

#### **1.0 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) The 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 GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
- iv) The 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 GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the contractors 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 :
- 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in),. Address: 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 format 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 GGM(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 tender, 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) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part – I of offer.
- Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
  - Annexure-B- Declaration by the Bidder regarding Qualifications.
  - Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
  - Annexure-D- Additional Conditions of Contract

- 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.**

#### **COVER-A**

- Scanned Copies of DDs/BCs towards Tender document Fees, Bid Security and Processing fees.
- General profile of tenderer as per annexure-I.
- Undertaking towards banning/suspensions and validity of licences as per annexure-II.
- Registration details as per MSMED Act, 2006 as annexure-III alongwith supporting documents.
- Undertaking towards acceptance of all terms & conditions of tender as per annexure-IV.
- Details of taxes & duties offered in price bid as per annexure-V.
- In case of participation by authorised/accredited dealer/distributor/C&F etc. on behalf of their manufacturer, the dealer has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.

#### **COVER-B**

- Details of valid licences towards manufacturing/ possessing/ selling/ Magazines/ Vans etc issued by PESO/CCOE as per annexure-VI alongwith attested copies of all the supporting documents.
- Details of Past Experience as per annexure-VII alongwith attested copies of supporting documents like purchase orders/ Rate Contracts etc.
- Distance Chart as per annexure-VIII.
- Details of Carrying Capacity of explosive vans as per annexure-IX.
- Check-list to technical specification for the tendered products as per annexure-X.
- Sealed & signed copies of annexure-A to D.

#### **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 DDs/BCs towards tender document fee/Bid Security/ Processing Fees offline to the office of GGM(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 DDs/BCs towards tender document fee/Bid Security/ Processing Fees to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

**3.0 Period of contract:** One year from the date of issue of LOA/rate contract. RSMML may extend the RC period for 3 months on same rates, terms & conditions at its sole discretion.

**4.0 SPECIAL TECHNICAL SERVICE:** In addition to normal after-sales-technical services the tenderer are to provide Special Technical Services at no extra cost as follows :

- i) Tenderers will depute their technical team alongwith first consignment of EDD for satisfactory using/ explaining the technicalities of the items involved blasting.
- ii) Tenderers shall depute their technical services team with a view to improve drilling pattern and blasting efficiency as & when required.
- iii) Whenever there is a special problem referred to the tenderer like vibration and noise near any structure or dwelling, near technical representative should immediately attend to that and solve the problem.
- iv) Whenever the explosive efficiency comes low, the tenderer should give technical expertise in designing the pattern to improve the blasting efficiency depending upon the requisition by the consignee.
- v) Tenderers should explain the technical details of their products as well as to make the people understand and implement the users of the explosives for safe and efficient operation.

**5.0 GUARANTEE & WARRANTY AND SHELF LIFE:**

Tenderer should specify the shelf life of each item as per annexure- X, which should not be less than 6 months from the date of supply.

In case, the materials does not meet to specifications due to faulty manufacturing and/or sub standard quality, the tenderer would replace the goods within 15 days from the date of notice at their cost & risk. The rejected stores may be lifted by the party at their cost during the return trip of the replacement consignment, failing which company may make arrangement for returning the rejected stores back to supplier at the supplier's risk & cost by arranging explosive van from nearest available source.

## 6.0 PERFORMANCE GUARANTEE:

If at any time during the guarantee period the stores do not confirm to the Company's requirements/ specifications and/or do not meet the desired performance/specifications the supplier will lift the material on it's own expenses within a time to be specified by the Company. In the event the supplier failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the supplier / adjusted from any due payment without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.

## 7.0 DELIVERY TERMS:

The delivery basis of the stores will be on f.o.r. destination basis. As far as possible monthly schedule will be informed to the tenderers and delivery schedule will be placed as per the provisions of PESO. However, a time period of 30 days will be provided to make dispatches. RSMML may change the delivery schedule but at least 10 days prior intimation will be given to effect the change in delivery schedule. No claim what-so-ever on this account will be entertained.

On receipt of Delivery schedule from the consignee, supplier shall acknowledge the same immediately and shall intimate about dispatch particulars of consignment in advance mentioning the expected date of delivery.

The supplier shall also intimate the details about mobile no. of explosive van driver before dispatch of consignment to destination. PO no. & date of indent in Form-11 shall be mentioned in the bills & photocopy of both shall also be enclosed with the bills and should be sent along with the material at the time of delivery of the consignment.

## 8.0 SPECIFICATION & QUANTITY:

S. N.	Description	UNIT	Destination wise Approx tentative qty. per annum		
			Jhamarkotra	Jaisalmer	Gotan
1	Small dia 25 mm Cap Sensitive Cartridge Explosive VOD range in mtr/sec. 4200 $\pm$ 200 Density in gm/cc 1.10-1.25	MT	6	45	8
2	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Pac king) VOD range in mtr/sec. 4200 $\pm$ 200 Density in gm/cc 1.10-1.25	MT	50	....	10
3	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (1 Kg. Cartridge Packing) VOD range in mtr/sec. 4500-5000 Density in gm/cc 1.15-1.25	MT	....	130	.....
4	High Strength Large dia 83/125 mm Non Cap sensitive Explosive VOD range in mtr/sec. 3800 $\pm$ 200 Density in gm/cc 1.10-1.25	MT	50	.....	.....



5	Booster 100 / 250 / 400 gm. Explosive (Emulsion based) VOD range in mtr/sec. 5200 $\pm$ 200 Density in gm/cc 1.15-1.25	MT	30	.....	.....
6	Detonating Fuse 10 gms PETN/ mtr length VOD range in mtr/sec. 6500-7000, Tensile Strength- (+) 70 Kg, Density in gm/cc 1.20	Mtrs	15,00,000	5,00,000	63,000
7	Electronic Delay Detonator (12 mtrs.)	Nos.	4500	.....	.....
7-A	Surface Harness Wire (in Rolls)	Mtrs	27000	.....	.....
8	Cord Relay(17ms $\pm$ 5, 25ms $\pm$ 5, 42ms $\pm$ 5, 50 ms $\pm$ 5)	Nos.	9000	7500	.....
9	Inst. Electric Detonators (1.8 mtr. Lead wire)	Nos.	3000	.....	45000
10	Non-Electric Initiation System				
A	DTH 6 mtr.	Nos	.....	30000	.....
B	DTH 500 ms $\pm$ 10 8 mtr.	Nos	1500	.....	2000
C	DTH 10 mtr.	Nos	....	.....	2000
D	DTH 475 ms $\pm$ 10 12 mtr.	Nos	4500	.....	.....
E	TLD 3 mtr.	Nos.	....	.....	4000
F	TLD 25ms, 42ms, 50ms $\pm$ 5 4 mtr.	Nos.	3000	30000	.....
G	TLD 25ms, 42ms, 50ms $\pm$ 5 6 mtr.	Nos.	2100	.....	....
H	TLD 25ms, 42ms, 50ms $\pm$ 5 8 mtr.	Nos.	900	.....	.....
11	Special Ordinary Detonators	Nos	.....	.....	25,000
12	Safety Fuse (Water Proof)	Mtrs	.....	.....	25,000

Note: The quantity mentioned herein above is tentative and indicative only. However, RC will be issued on item wise only and the tenderer has to supply the explosive items as per the actual requirement and the delivery schedule placed by each consignee. No claim whatsoever on this account will be entertained.

#### 9.0 DESTINATION:

Sl. No.	Destination Code	Destination (Explosive Magazine & its approx. distance)
1	Jhamarkotra	Jhamarkotra, 25 Kms from Udaipur
2	Jaisalmer	Sanu Mines, 60 Kms from Jaisalmer
3	Gotan	Gotan Mines, 15 kms from Gotan

Note: The above distances are for reference only. Tenderers are advised to verify the actual distance for each destination themselves from their supply magazine to RSMML magazine before furnishing their tender. No claim what so ever will be admissible for the transportation charges over and above the offered distance.

#### 10.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **four months** from the date of opening of tender (Part-I), within which

period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the bid security deposited by the tenderer shall stand forfeited. The 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 (LOA/RC) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases 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.

#### **11.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:**

- a) The tenderer shall deposit interest free bid security alongwith the tender by Demand Draft/Banker's Pay order as under:

<b>S.No.</b>	<b>Particulars</b>	<b>Bid Security amount</b>
1	For offer for item no. 1 i.e. Small dia 25 mm Cap Sensitive Cartridge Explosive	<b>Rs. 74040/-</b>
2	For offer for item no. 2 i.e. High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Packing)	<b>Rs. 54650/-</b>
3	For offer for item no. 3 i.e. High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (1 Kg. Cartridge Packing)	<b>Rs. 138060/-</b>
4	For offer for item no. 4 i.e. High Strength Large dia 83/125 mm Non Cap sensitive Explosive	<b>Rs. 40946/-</b>
5	For offer for item no. 5 i.e. Booster 100 / 250 / 400 gm. Explosive (Emulsion based)	<b>Rs. 95226/-</b>
6	For offer for item no. 6 i.e. Detonating Fuse 10 gms PETN/ mtr length	<b>Rs. 185452/-</b>
7	For offer for item no. 7 i.e. Electronic Delay Detonator with Harness wire	<b>Rs. 65243/-</b>
8	For offer for item no. 8 i.e. Cord Relay	<b>Rs. 7400/-</b>
9	For offer for item no. 9 i.e. Inst. Electric Detonators	<b>Rs. 5100/-</b>
10	For offer for item no. 10 i.e. Non-Electric Initiation System	<b>Rs. 57851/-</b>
11	For offer for item no. 11 i.e. Special Ordinary Detonators	<b>Rs. 1770/-</b>
12	For offer for item no. 12 i.e. Safety Fuse (Water Proof)	<b>Rs. 1080/-</b>
13	In case of offer for all the items from sr. no. 1 to 12	<b>Rs. 7,26,818/-</b>

**Note-** In case tender is offering for some of items, they may furnish a single DD /Pay order towards bid security equal to amount of total of applicable bid securities for those particular items.

- b) Further, tenderers shall deposit (interest free) a sum Rs. 1,180/- (inclusive of GST) as tender document fees and Rs. 1,000/- as processing fees by PO/Demand Draft only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

- c) Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.
- c) **The Bid Security shall be forfeited in case of:**
- a) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
  - b) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
  - c) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - d) If the tenderer does not submit the security deposit cum performance guarantee.
  - e) If the tenderer breaches any promising 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 bid security deposit against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (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 incase of participation by SSI units of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of the offered product. In case any SSI firm of Rajasthan 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.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

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

- i)** As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML, Security Deposit cum Performance Guarantee equal to 5 % of the total estimated value of the contract by way of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa from any Public Sector/HDFC/ICICI/AXIS Bank (except SBI) having their branch at Udaipur/Jodhpur, within 21 days from the date of award of LOA/RC. In case the value of purchase are more than to suffice the SD amount then the balance SD @ 5% of exceeded contract value will be deducted from each running bills of the tenderer. The Bank Guarantee should be valid for a period of 24 months (inclusive of claim period).
- 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 tenderer either fails to execute the work within the stipulated period or fails to fulfill 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 fulfillment of any of the conditions of the tender/contract from the S.D.
- iv)** The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are 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 tenderer's obligations under the contract.
- vi)** The said Security shall not in any way be construed as a limitation of the tenderer's 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)** Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.
- viii)** No interest shall be payable on SD.
- ix)** S.D. should be send to the office of H&I- SBU-PC (RP) / SBU-PC (LS), as the case may be.

## **13.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR:**

Tenderers offering in capacity of micro, small and medium enterprises of the State of Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of

Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided-

- i) Tender document fees will be taken @ 50% of the prescribed total value of Tender document fees.
- ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- iii) Security Deposit will be taken @1% of the total value of order/contract.

Except above as mentioned in Clauses No. 11.0 to 13.0, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case ) and their offer will be liable for rejection.

**14.0 Consignee:**

- i) For Jhamarkotra Mines:  
Head & Incharge, SBU-PC (RP)  
or his authorized officer.  
RSMM Ltd, Jhamarkotra, Distt & via- Udaipur
- ii) For Jaisalmer & Gotan Mines  
Head & Incharge, SBU-PC (LS)  
or his authorized officer.  
RSMM Ltd, Gotan.

**15.0 Qualifying Criteria:**

- (a) Tenderer should be manufacturer or it's authorised/accredited dealer/distributor/C&F etc. In case of participation by authorised/accredited dealer /distributor/C&F etc. on behalf of their manufacturer, they have to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.
- (b) The tenderer (OEM or its authorized authorised/accredited dealer/distributor/C&F etc.) should possess a valid license to manufacture, store & supply Explosive from the Chief Controller of Explosive, as the case may be.

The Techno-commercial suitability of the offers will be ascertained on the basis of Qualifying Requirement, documents submitted alongwith Part –I of the offer and/or the information gathered by the RSMML about the tenderer. The price offer of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only . The decision of the Company shall be final and binding in this regard.

In case the offer for other make, then the makes used at RSMML mines & established, found techno-commercially suitable & acceptable as well as financially competitive, RSMML may begin with a trial order at its sole discretion.

The tenderer/ bidder who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ ban period.

**16.0 STATUTORY OBLIGATIONS:**

- i) The explosive should be supplied only with valid approval from statutory Authorities like DGMS, CCOE etc., wherever it is mandatory. The tenderer will be responsible for the compliance of all statutory laws and all applicable rules and have to indemnify RSMML on this account.
- ii) Tenderer will ensure to get proper indents in FORM RE-11 and no explosives van should be sent without the indent in FORM RE-11. This is absolutely imperative.
- iii) Tenderer will ensure all safety measures in respect of manufacturer, storage, transportation, delivery etc. of Explosives.
- iv) Tenderer must have valid Statutory Licenses from Chief Controller of Explosives for the above work and transportation of Explosives.
- v) Tenderer must also ensure compliance of all relevant Statutory requirement under explosive rule 2008/explosive act 1884, Mines Act 1952/MMR 1961 or any other act / rules of state/ central Govt. deptt./ agency till the completion of the contract.
- vi) Tenderer Will ensure proper documentation as per the provisions of PESO to execute the supply of explosive items against the delivery schedule

Note: In case the tenderer is authorised dealer then they themselves and their principal will adhere to above statutory obligations for manufacture, storage, usage, transportation etc.

**17.0 RSMML's RIGHT:** RSMML reserves to exercise following rights at its sole discretion without assigning any reason thereof. The decision of the Company in these regard shall be final and binding.

- a) not to accept any offer or reject any or all the offers.
- b) to accept/ reject offer for any product or for all the products offered by the tenderer on the basis of technical and/or safety aspects.
- c) to cancel the tender, postpone it for another date
- d) to divide the quantity into more than one tenderer.
- e) to increase/ decrease the quantity.
- f) to enter into rate contract with more than one supplier.
- g) To enter into parallel rate contract
- h) to ask the original documents to verify the authentication of documents uploaded into the system.

**18.0 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- IV’. 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.
- iv) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

**19.0 PRICE:**

- i) The firm & fixed price should be quoted in Indian Currency strictly as per BOQ Format in cover-C.
- ii) **IMPORTANCE INSTRUCTION FOR BIDDERS TO OFFER THEIR PRICES IN BOQ-** Tenderers are requested to offer their basic price, handling charges, GST, freight, insurance & any other delivery charges **on per MT/1000 nos./1000 mtr** considering the lot size basis mentioned as below-

s.n.	Row no. of BOQ	Name of item and destination	Considering the single consignment lot size	Unit of quoting price in BOQ considering lot size as mentioned in previous column (D)
A	B	C	D	E
1	1.01	Small dia 25 mm Cap Sensitive Cartridge Explosive for <b>Jhamarkotra</b>	<b>Jhamarkotra</b> (Considering <b>9 MT</b> Consignment basis )	<b>Rs. Per MT</b>
2	1.02	Small dia 25 mm Cap Sensitive Cartridge Explosive for <b>Jaisalmer</b>	<b>Jaisalmer</b> (Considering <b>9MT</b> Consignment basis)	<b>Rs. Per MT</b>
3	1.03	Small dia 25 mm Cap Sensitive Cartridge Explosive for <b>Jaisalmer</b>	<b>Jaisalmer</b> (Considering <b>15MT</b> Consignment basis)	<b>Rs. Per MT</b>
4	1.04	Small dia 25 mm Cap Sensitive Cartridge Explosive for <b>Gotan</b>	<b>Gotan</b> (Considering <b>3MT</b> Consignment basis)	<b>Rs. Per MT</b>

5	1.05	Small dia 25 mm Cap Sensitive Cartridge Explosive for <b>Gotan</b>	<b>Gotan</b> (Considering <b>5MT</b> Consignment basis)	<b>Rs. Per MT</b>
6	1.06	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Packing) for <b>Jhamarkotra</b>	<b>Jhamarkotra</b> (Considering <b>9MT</b> Consignment basis )	<b>Rs. Per MT</b>
7	1.07	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Packing) for <b>Gotan</b>	<b>Gotan</b> (Considering <b>3MT</b> Consignment basis)	<b>Rs. Per MT</b>
8	1.08	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Packing) for <b>Gotan</b>	<b>Gotan</b> (Considering <b>5MT</b> Consignment basis)	<b>Rs. Per MT</b>
9	1.09	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (1.00 Kg Cartridge Packing) for <b>Jaisalmer</b>	<b>Jaisalmer</b> ( Considering <b>9MT</b> Consignment basis)	<b>Rs. Per MT</b>
10	1.10	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (1.00 Kg Cartridge Packing) for <b>Jaisalmer</b>	<b>Jaisalmer</b> (,Considering <b>15MT</b> Consignment basis)	<b>Rs. Per MT</b>
11	1.11	High Strength Large dia 83/125 mm Non-Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Packing) for <b>Jhamarkotra</b>	<b>Jhamarkotra</b> (Considering <b>9 MT</b> Consignment basis, )	<b>Rs. Per MT</b>
12	1.12	Booster Explosive (Emulsion based) for <b>Jhamarkotra</b>	<b>Jhamarkotra</b> ( Considering <b>5 MT</b> Consignment basis)	<b>Rs. Per MT</b>
13	1.13	Detonating Fuse 10 gms PETN/ mtr length for <b>Jhamarkotra</b>	<b>Jhamarkotra</b> (Considering <b>1,25,000 mtrs</b> consignment basis)	<b>Rs. Per 1000 MTRS</b>
14	1.14	Detonating Fuse 10 gms PETN/ mtr length for <b>Jaisalmer</b>	<b>Jaisalmer</b> (Considering <b>90000 mtrs</b> consignment basis)	<b>Rs. Per 1000 MTRS</b>
15	1.15	Detonating Fuse 10 gms PETN/ mtr length for <b>Gotan</b>	<b>Gotan</b> (Considering <b>9,000 mtrs</b> consignment basis)	<b>Rs. Per 1000 MTRS</b>
16	1.16	Electronic Delay Detonator (12 mtrs.) for <b>Jhamarkotra</b>	<b>Jhamarkotra</b> (Considering <b>1500 Nos.</b> Consignment basis)	<b>Rs. Per 1000 Nos.</b>
17	1.17	Surface Harness Wire <b>Jhamarkotra mines</b>	<b>Jhamarkotra</b> (Considering <b>9000 mtrs. Consignment basis alongwith consignment of EDD</b> )	<b>Rs. Per 1000 MTRS</b>



18	1.18	Non-Electric Initiation System for <b>Jhamarkotra mines (Total NEIS consignment is 4000 nos. i.e. 32600 mtrs.)</b>	<b>Jhamarkotra</b> -DTH 12m-1500 nos, DTH 8m-500 nos, TLD 8m-300 nos, TLD 6m-700 nos , TLD 4m-1000 nos.	<b>Rs. Per 1000 MTRS</b>
19	1.19	Non-Electric Initiation System for <b>Jaisalmer mines (Total NEIS consignment is 12000 nos. i.e. 60000 mtrs.)</b>	<b>Jaisalmer</b> DTH 6m-6000 nos, TLD 4m -6000nos.	<b>Rs. Per 1000 MTRS</b>
20	1.20	Non-Electric Initiation System for <b>Gotan mines (Total NEIS consignment is 4000 nos.i.e. 24000 mtrs.)</b>	<b>Gotan</b> DTH 8m-1000 nos, DTH 10m-1000nos. and TLD 3m-2000nos.	<b>Rs. Per 1000 MTRS</b>
21	1.21	Cord Relay(17ms, 25ms, 42ms, 50 ms) for <b>Jhamarkotra mines</b>	<b>Jhamarkotra</b> (Considering <b>3000 Nos.</b> Consignment basis)	<b>Rs. Per 1000 Nos.</b>
22	1.22	Cord Relay(17ms, 25ms, 42ms, 50 ms) for <b>Jaisalmer mines</b>	<b>Jaisalmer</b> (Considering <b>7500 Nos.</b> Consignment basis)	<b>Rs. Per 1000 Nos.</b>
23	1.23	Inst. Electric Detonators (1.8 mtr. Lead wire) for <b>Jhamarkotra Mines</b>	<b>Jhamarkotra</b> (Considering <b>1500 Nos.</b> Consignment basis)	<b>Rs. Per 1000 Nos.</b>
24	1.24	Inst. Electric Detonators (1.8 mtr. Lead wire) for <b>Gotan Mines</b>	<b>Gotan</b> (Considering 15000 Nos. Consignment basis)	<b>Rs. Per 1000 Nos.</b>
25	1.25	Special Ordinary Detonators for <b>Gotan mines</b>	<b>Jhamarkotra</b> (Considering <b>12500 Nos.</b> Consignment basis)	<b>Rs. Per 1000 Nos.</b>
26	1.26	Safety Fuse for <b>Gotan mines</b>	<b>Gotan</b> (Considering <b>25000 Mtrs.</b> Consignment basis)	<b>Rs. Per 1000 MTRS</b>

- iii) **Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal. Further, tenderers are advised to recheck the filled prices of each item to its correctness before uploading the BoQ on portal. RSMML will not entertain any claim after closing of due date.**
- iv) **Tenderers are requested to leave the column of price blank in case they are not offering for any particular item. They are requested not to fill “Zero” in the said column in case they are not offering for such item.**
- v) Price will remain firm and fixed during the period of contract.
- vi) Please quote the duties and taxes as applicable on the date of submission of offer separately against each item. In the event of any increase/decrease in the Taxes & duties as offered in the price bid by the Government within the delivery schedule, the difference of the same shall be passed on to the

- tenderer/RSMML as the case may be. The increase shall be payable only on the production of authentic documentary proof by the tenderer.
- vii) Save and except as aforesaid, the tenderer 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.
  - viii) The tenderer is requested to offer their prices for each item at different destinations. Please quote handling charges for explosives/accessory items on per MT / per 1000 nos. / per 1000 Mtr basis (as the case may be).
  - ix) Bidders are requested to mention carrying capacity of Vans as per Annexure 'IX'.
  - x) The price comparison will be made on the calculated landed cost of various types of explosive at respective destination depending upon the capacity of magazine &/or capacity of VAN &/or consignment size/ requirement. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered items will be given while calculating the landed cost.
  - xi) In case it is decided not to consider any of the offered product of any tenderer due to technical/ safety reasons, RSMML will not consider the offer for the same.

## **20.0 DETERMINATION OF LOWEST BIDDER:**

- a) The item wise lowest tenderer as per item nos. of annexure- X will be determined as below-

**i) For Jhamarkotra Mines-** On the basis of total calculated landed cost on 9MT van load consignment basis for each type of explosive item ( for item no. 1, 2, 4), on 5MT van load consignment basis for ( for item no. 5), on 1,25,000 mtrs van load consignment basis for (for item no. 6), on 1500 nos.-EDD/9000 mtrs.- Harness wire van load consignment basis for ( for item no. 7), on 3000 nos. van load consignment basis for ( for item no. 8), on 1500 nos. van load consignment basis for ( for item no. 9), on 32600 mtrs van load consignment basis for ( for item no. 10) separately.

**ii) For Jaisalmer Mines-** On the basis of total calculated landed cost on 9/15MT van load consignment basis for each type of explosive item ( for item no. 1 & 3), on 90,000 mtrs van load consignment basis for (for item no. 6), on 7500 nos. van load consignment basis for ( for item no. 8), on 60000 mtrs van load consignment basis ( for item no. 10) separately.

**iii) For Gotan Mines-** On the basis of total calculated landed cost on 3/5 MT van load consignment basis for each type of explosive item ( for item no. 1 & 2), on 9,000 mtrs van load consignment basis for (for item no. 6), on 24000 mtrs van load consignment basis for ( for item no. 10), on 12500 nos. van load consignment basis for ( for item no. 11), on 25000 mtrs van load consignment basis for ( for item no. 12) separately.

- b) The landed cost will include the basic price, handling charges, transportation & any other delivery charges except GST (i.e. IGST/CGST/SGST) and giving effect of direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered items.

- c) The landed cost will be calculated on the basis of required quantity for each type item in a single consignment separately, depending upon the capacity/requirement of our magazine &/or capacity of VAN &/or consignment size.
- d) In case RSMML decides for parallel rate contracts for any of items, then the negotiations will be held with L2 & other tenderers to match /rationalize the L1 price in order of their ranking.
- e) 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.
- f) The landed cost will be calculated on the basis of required quantity for each type item in a single consignment separately, depending upon the capacity/requirement of our magazine &/or capacity of VAN &/or consignment size. Accordingly, item wise L-1 bidder will be determined adding the suitable transportation charges. Online comparative chart may not necessarily generated, if generated, may not be treated as final.

#### **21.0 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 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.

#### **22.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:**

If at any time before the commencement of the supply, the Company for any reason, whatsoever do not require the whole supply or part thereof as specified in the schedule of supplies, shall give notice in writing of the same to the supplier and the supplier shall neither be entitled to any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the supplier be entitled to any claim or compensation for re-scheduling of delivery period.

### **23.0 INDEMNIFICATION CLAUSE :**

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.

### **24.0 TERMS OF PAYMENT :**

- i) 100% within 30 days of receipt and acceptance of stores by consignee. Payment will be released by F&A deptt. of concerning SBU-PC through NEFT/RTGS.
- ii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- iii) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- iv) The bidder shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- v) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid 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 filed by us.'

### **25.0 MANUFACTURER:**

Please indicate the name of the manufacturers for the stores. In case tenderer is authorised dealer, please state the relationship with the manufacturer and enclose the valid authorisation certificate of the manufacturer to this effect.

### **26.0 COMPENSATION FOR DELAYED DELIVERY:**

In case the supplier fails to deliver the stores as per agreed specifications in full/part within the delivery date or the stores are rejected, the Company shall be entitled at its option:

- a) to recover from the supplier as agreed pre determined compensation @  $\frac{1}{2}$  % per week of the value of the undelivered stores, for each Week or part thereof subject to a maximum of 5% of value of undelivered store.

- b) either to purchase from elsewhere , without notice to supplier at his risk and cost for 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 his requirement, irrespective of the fact whether these are similar or not.

**27.0 PERFORMANCE REVIEW :** In the event, at any time during the contract period, it is found that the performance of items supplied by the tenderer are not satisfactory, RSMML reserves the right to cancel the order prior to the date of completion of contract period without assigning any reason(s) thereof.

**28.0 TESTING:**

RSMML may test the explosive /accessory items for technical specifications once in every three months through a reputed third party agency like Deptt. of Explosives, CIMFR, Dhanbad etc. based on random sampling method. If any product fails in the test, then necessary action may be taken as per terms of contract including rejection of the product/termination of RC. All the testing charges will be born by RSMML and the result of the same will be informed to the party for improvement in their supplied explosive items.

**29.0 PRICE FALL CLAUSE:**

In the event of tenderer accepting lower prices for supplies covered under the contract to any other customer during the pendency of the contract, the lower price and charges will also be applicable to this contract. The tenderer must intimate RSMML as soon as they accept lower prices from any other company including PSU and Govt. Organisation.

**30.0 TERMINATION :**

In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.

The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

Not withstanding 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 supplier at their last notified address. In such an event the supplier 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 Law of the land will prevail and legal jurisdiction shall be the Courts situated in Udaipur in the State of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED

GROUP GENERAL MANAGER (MM)

I / We have studied the Technical Specifications above terms and conditions stated in SCC & GCC and having understood fully. I/We shall abide by and adhere to the above terms and conditions.

Signature and Seal of the Tenderer

Place :

Date :

**Annexure - 'I'****e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018****GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer with telephone No.,  Fax No.,  e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of owner/partners Directors with full address.			
5	Name of the Manufacturer of Offered Products			
6	Annual turnovers in rupees for last three years.	2016-17	2015-16	2014-15
7	PAN No.			
8	GSTIN No.			

9	<p>Entrepreneurs Memorandum no. as per MSMED Act 2006</p> <p>Nature of Activity (manufacturing/Service)</p> <p>Category of Enterprise: (Micro/ Small/ Medium )</p>	
10	<p>Banker details:</p> <p><b>a)</b> Name</p> <p><b>b)</b> Branch No.</p> <p><b>c)</b> Address</p>	
11	Bank Account No.	
12	Type of A/c : Saving / Current/CC/ any other	
13	IFSC code	
14	Offered Delivery Period	

Date & Place:

Signature of tenderer with official stamp



**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

**UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING, VALIDITY OF LICENCES AND AUTHORISED EXPLOSIVE.**

(To be submitted alongwith part – I of the offer)

Name of the Tenderer: \_\_\_\_\_

- a) We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
- b) We undertake 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 filed by us."
- c) We hereby declare that licenses for manufacturing & possess for sale of offered products are not suspended/cancelled/surrendered till date and are valid as per guidelines of CCOE/PESO.
- d) We hereby declare that the offered products are in the authorized explosive list of PESO/CCOE.

**Signature of Tenderer with official stamp**

Place:

Date:

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

**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 NIT 33 2017-18 Dated 26.03.2018**

**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 discretions. No claim on this will be entertained.

**Note:** Deviations 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 such deviations (mentioned anywhere else).

Signature of tenderer with official stamp

Date:  
Place:

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

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

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

Particulars	% Rate considered in price bid
CGST on offered product	@.....%
SGST on offered product	@.....%
IGST on offered product	@.....%
GST on transportation	@.....%

Signature of tenderer with official stamp

Date:  
Place:

**Annexure - 'VI'**

**DETAILS OF VALID LICENCES TOWARDS MANUFACTURING/ POSSESSING/ SELLING/ MAGAZINES/ VANS ETC ISSUED BY PESO/CCOE ALONGWITH ATTESTED COPIES OF ALL THE DOCUMENTS.**

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

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

License no.	Name of the licensee	Purpose of license	Product, Class & Division	Licensed Capacity /Qty.	Validity of License

Note: Enclose Scanned copies of licenses & supporting Documents.

Signature of tenderer with official stamp

Date:

Place:

**Annexure "VII"**

**DETAILS OF PAST EXPERIENCE ALONGWITH ATTESTED COPIES OF ALL THE DOCUMENTS LIKE PURCHASE ORDERS, PERFORMANCE CERTIFICATE ETC.**

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

Sl. No	Purchaser's Name & Address	Order No. & Date	Description of items	Qty.

Note: Enclose Scanned order copies & supporting Documents.

Signature with Office Seal of the Tenderer

Date

Place

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

**DISTANCE CHART (UPTO RSMML MAGAZINES) IN KMS.**

**ONE WAY DISTANCE.**

Source of supply	Jhamarkotra	Jaisalmer	Gotan

(Please confirm that source of supply is same for all destinations otherwise specify different sources)

Signature of tenderer with official stamp

Date:

Place

**Annexure - 'IX'**

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

**DETAILS OF CARRYING CAPACITY OF DIFFERENT TYPE OF ITEMS IN DIFFERENT CAPACITY EXPLOSIVE VANS.**

<b>S.n o.</b>	<b>Capacity of Offered Explosive Van</b>	<b>Carrying Capacity</b>			
		<b>Carrying Capacity of cartridge explosives</b>	<b>Carrying Capacity of booster (Emulsion based)</b>	<b>Carrying Capacity of detonating fuses</b>	<b>Carrying Capacity of detonators</b>
1	..... MT				
2	..... MT				
3	..... MT				
4	..... MT				

Signature of tenderer with official stamp

Date:  
Place



**Annexure "X"**

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018 "Check List to Technical Specifications)**

Sl. No.	Product	Place of supply	Make	Offered Product Name	PESO code of Offered Product	Deviation to the Specs, if any	Shelf Life of offered product	Whether included in the authorized explosive list of PESO or not	Standard packing size of offered product
1	2	3	4	5	6	7	8	9	10
1	Small dia 25 mm Cap Sensitive Cartridge Explosive VOD range in mtr/sec. 4200 $\pm$ 200 Density in gm/cc 1.10-1.25								
2	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (2.78 Kg./6.25 Kg Cartridge Packing) VOD range in mtr/sec. 4200 $\pm$ 200 Density in gm/cc 1.10-1.25								

3	High Strength Large dia 83/125 mm Cap Sensitive Cartridge Explosive (1 Kg. Cartridge Packing) VOD range in mtr/sec. 4500-5000 Density in gm/cc 1.15-1.25								
4	High Strength Large dia 83/125 mm Non Cap sensitive Explosive VOD range in mtr/sec. 3800 ± 200 Density in gm/cc 1.10-1.25								
5	Booster 100 / 250 / 400 gm. Explosive (Emulsion based) VOD range in mtr/sec. 5200 ±200 Density in gm/cc 1.15- 1.25								
6	Detonating Fuse 10 gms PETN/ mtr length VOD range in mtr/sec. 6500-7000, Tensile Strength- (+) 70 Kg, Density in gm/cc 1.20								
7	Electronic Delay Detonator (12 mtrs.)								
7-A	Surface Harness Wire (in Rolls)								

8	Cord Relay(17ms± 5, 25ms± 5, 42ms± 5, 50 ms ± 5)								
9	Inst. Electric Detonators (1.8 mtr. Lead wire)								
10	Non-Electric Initiation System								
A	DTH 6 mtr.								
B	DTH 500 ms ±10 8 mtr.								
C	DTH 10 mtr.								
D	DTH 475 ms ±10 12 mtr.								
E	TLD 3 mtr.								
F	TLD 25ms, 42ms, 50ms ±5 4 mtr.								
G	TLD 25ms, 42ms, 50ms ±5 6 mtr.								
H	TLD 25ms, 42ms, 50ms ±5 8 mtr.								
11	Special Ordinary Detonators								
12	Safety Fuse (Water Proof)								

Signature with Office Seal of the Tenderer

Place:

Date:

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**  
**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank 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.

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

Contact details of Banker:

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

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.

- a) 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.

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

- e)** 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.
- f)** 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.
- g)** 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.
- h)** We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- i)** 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.
- j)** 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 \_\_\_\_\_ 2018.

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**  
**Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- α) 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;
- β) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- χ) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- δ) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- ε) 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;
- φ) Not obstruct any investigation or audit of a procurement process;
- γ) Disclose conflict of interest, if any, and
- η) 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.

**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**

**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:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



**e TENDER NO. RSMM CO MM NIT 33 2017-18 Dated 26.03.2018**  
**Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is: Mines Dept, GOR

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

**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 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**

- f) 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.
- g) 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.
- h) 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.
- i) 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  
:.....  
.....  
.....(Supported 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 extending the Rate Contract for a period of 3 months on the rates and conditions of the original Rate Contract. However, the additional quantity shall be in proportion to the original Rate 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.