

Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Shastri Circle, Udaipur-313 001
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No. DMG/F-5(17)2018-19/ 1843


Udaipur, Date: 27/09/2018

OPEN TENDER NOTICE NO. 6/2018-19

Sealed tenders are invited for providing the services of technically competent persons for complete analysis of limestone samples on per sample payment basis in the Departmental Laboratory at Directorate of Mines and Geology, Udaipur. Tenders are to be submitted in two separate sealed envelopes i.e. Technical Bid and Financial Bid.

S. No	Particulars	Estimated Nos. of Samples	Total Estimated Cost (Rs.)	Bid Security (Rs.)	Tender Fee (Rs.)
1	Hiring the services for complete chemical analysis of limestone samples on per sample payment basis, as per scope of work.	3500	7.00 lacs	14000/-	200/-

1. Detailed information/tender document may be seen/downloaded from the website, www.sppp.rajasthan.gov.in, www.mines.rajasthan.gov.in.
2. Tender form may also be purchased from this office upto 11:00 AM of 03.10.2018
3. Last date and time for submission of tender is 03.10.2018, time 1.00 PM.
4. Technical bid of the tender will be opened on 03.10.2018 at 03.00 PM and financial bid after the evaluation of technical bid.


(N.K. Kothari)
Additional Director
(Mines – HQ)

Scope of Work

1. Bidder has to analyse an estimated nos. of 3500 samples of mineral limestone. Complete work of sample analysis is to be done in Departmental laboratory at Directorate, Udaipur in close supervision of Department officials. The total estimated cost of work is Rs.7.00 lacs. Bidder has to quote rate for work on per sample basis.
2. Basic infrastructure, Chemicals, Glassware, Equipments/Instruments, Consumables, etc. will be provided by Department at the time of analysis work.
3. Required Manpower including Chemist, Analyst, Lab Assistant and Lab Boys etc. will be procured by bidder himself. Bidder has to engage personnel with qualification and experience as per enclosed sheet.
4. Mineral samples, properly numbered, will be made available to Bidder by Chemical Laboratory at Directorate, Udaipur.
5. After collecting samples from Laboratory in lumps/powder form, bidder has to do grinding work of samples upto 100 mesh followed by coning and quartering in Laboratory at Directorate, Udaipur.
6. After coning and quartering, one part of representative sample shall be used by bidder for chemical analysis, and another part duly marked sample number shall be handed over to the Department simultaneously i.e. before undertaking chemical analysis. This another part shall be used by Department for cross verification of result submitted by the bidder.
7. Bidder has to detect following elements/radicals through chemical analysis: SiO_2 , Acid Insoluble, Fe_2O_3 , Al_2O_3 , CaO , MgO , Loss of Ignition (LOI) as per prescribed standards.
8. After analysis work bidder has to submit analysis report in the format enclosed herewith.
9. The complete analysis work has to be carried out under the supervision of Chemist provided by the bidder,
10. Bidder has to submit bills for work done in triplicate on monthly basis after submitting analysis results to the Department.
11. Departmental Chemist will cross check sample in random before clearing all the bills submitted for payments.
12. Bidder has to analyse whole lot of samples again if results are found wrong in cross checking.
13. Departmental officers can visit the laboratory or supervise the analysis work at any time.
14. Total assigned work of analysis will have to be completed by bidder up to 20-03-2019 and final bill has to be submitted before 22-03-2019.



The details of personnel to be engaged for Analysis of Rock/Mineral Samples.

S. No.	Personal	Nos.	Job description	Required minimum Educational Qualification*	Required minimum Experience
1.	Chemist	1	Supervision and checking/verification of work of Analysts, Lab Assistant and Lab Boy	M.Sc. with Chemistry	One year experience of mineral/rock analysis. OR 7 years experience of chemical analysis
2.	Analyst	8	Analysis of Mineral/Rock Samples.	B.Sc. with Chemistry	One year experience of mineral/rock analysis. OR 3 years experience of chemical analysis
3	Lab Assistant	1	Receiving of samples, Proper marking on samples, Receiving analysis result from Analyst and Report preparation.	12 th with Science	One year Experience is desirable.
4.	Lab Boy	1	To grind samples, Assistance to Analyst & Lab Assistant	8 th	One year experience of grinding samples is desirable.

- * Bio-data of personnel engaged along with relevant certificates of qualification and experience are to be submitted by successful bidder before start of work. Bidder has to issue identify card duly counter signed by the Department and personnel shall keep identity card while on work.


 (N.K. Kothari)
Addl. Director Mines (HQ)

खनिज प्रयोगशाला

विश्लेषण करने के लिए नमूने का विश्लेषण करने का दिनांक

(अ) नमूने का नाम _____

(ब) स्थान _____ गांव _____

(स) _____ द्वारा भेजा गया।

दिनांक नमूना प्राप्त किया _____

दिनांक परिणाम दिये _____

जिला _____

1. विश्लेषण करने पर परिणाम-

क्रम सं.	नमूने की क्रम सं व पहचान	प्रतिशत तत्व																		
		1	2	3	4	5	6	7	8	9	10									

जांच किया सही पाया

ह. विश्लेषक/रसायनज्ञ
(बोलीदाला)

ह. रसायनज्ञ
(बोलीदाला)

विश्लेषण पंजिका पर अंकित किया

क्रम सं. _____

- विश्लेषण पंजिका में अंकित करें।
- परिणाम निम्न को भेजें।
 - (अ) अपर निदेशक (सू-विज्ञान), मे. का, उदयपुर-
 - (ब) अभिलेख सू-वैज्ञानिक
 - (स) वरिष्ठ सू-वैज्ञानिक
 - (द) _____

ह. प्रयोगशाला सहायक
(बोलीदाला)

INSTRUCTIONS TO THE BIDDERS

PART-A

1. Before filling up the tender, bidders are requested to read carefully bidding document which comprises of open tender notice, scope of work, instructions to bidders, general terms & conditions of the contract, declaration, certificate regarding work execution, Annexure A,B,C,D, technical bid and financial bid,. Please ensure that the bidding document is completely received.
2. Hiring of services is being done as per RTPP Act 2012, RTPP Rules 2013 and G.F. & A.R. of Government of Rajasthan and all the provisions thereof shall be deemed to be the part of this tender.
3. Bidder who has following Qualification criteria is eligible for bidding :
 - A. A Company or Partnership Firm or Service Provider or an Individual who is registered/accredited with recognised/appropriate authority, if applicable, and desires to provide the services for complete chemical analysis of limestone samples on per sample payment basis, as per scope of work and must have capacity to provide technical competent persons who possess qualification and experience as per requirement of Department. A self declaration certificate by the bidder to this effect shall be enclosed.
 - B. The turnover of Bidder should not be less than 2 lacs per annum. As a proof copy of financial statement including trading, profit and loss account duly certified by Chartered Accountant or self attested is to be enclosed.
4. Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid and in two separate envelopes. Envelope containing Technical Bid should be marked conspicuously "**Technical Bid for Chemical Analysis**" and Envelope containing Financial Bid should be marked conspicuously "**Financial Bid for Chemical Analysis**". Both these sealed envelopes then may be enclosed in a single large envelope which should be conspicuously marked "**Tender for Chemical Analysis**" and sealed. The tender should be handed over at this office in Room no. 236 or be sent by post. Department shall not be responsible for delay in receipt of the post. Only those tenders which are received upto the prescribed time shall be considered.



5. Bidder has to submit tender fee (if document is downloaded from website) and bid security along with technical bid. Two separate Bank Drafts/Bankers Cheques have to be submitted for tender fee and bid security. Those who have purchased bidding document from the office need not to submit tender fee.

Note: (a) Bank Drafts/Bankers Cheques, separate for tender fee and bid security should be made in favour of "Addl. Director Administration" payable at Udaipur

- (b) The Central Government and Government of Rajasthan undertaking need not to furnish bid security.
 - (c) Tender fee will be non-refundable. Bid security shall be refunded soon after the declaration of tender result except to the selected bidder.
 - (d) Selected bidder will have to deposit performance security @5% of tendered amount within 5 days of receipt of order. Performance security may be furnished in the form of Bank Draft/Bankers Cheque/Bank Guarantee/F.D.R. made from scheduled bank/N.S.C. which shall be drawn/pledged in the name of "Addl. Director Administration, Udaipur". Bank Draft/Bankers Cheque if made shall be payable at "Udaipur". The term of performance security shall be 1 year.
 - (e) The bid security will be forfeited (i) if bidder withdraws or modifies the offer after opening of tender, (ii) if bidder fails to submit performance security or fails to execute contract on non-judicial stamp paper.
6. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within a period of 5 days of issuance of letter of acceptance/work order. The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department.
 7. The technical bid shall be opened and evaluated first. The financial bid of only those bids which are found eligible on technical evaluation will be opened and evaluated.
 8. Bidder should not mention in the technical bid anything about his financial bid otherwise his tender will not be considered



9. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered.
10. Rate quoted in financial bid shall be written both in words and figures. There should not be errors or over writings. Corrections, if any should be made clearly and initialed with date.
11. All rates quoted should be inclusive of 'GST', if not mentioned separately.
12. Tender rates quoted by the bidder should be valid up to 3 months from the date of opening of financial Bid.
13. If there is holiday on the last day for submission of tender or opening day for tenders, then the tenders will be received/opened on the next working day.
14. Incomplete tenders and conditional tenders will not be considered.
15. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
16. Department is not bound to accept the lowest tender rate and may reject any tender or tender process without assigning any reason.
17. Selected bidder will be issued letter of acceptance/work order and will be required to deposit performance security (as described in clause 5d of Instructions to the Bidders) and will have to execute contract/agreement on non-judicial stamp paper of Rs. 500 within a period of 5 days from the issuance of letter/order.
18. The work has to be completed as per order and the agreement signed by bidder. If bidder has any doubts as to the meaning of any portion of the procedure or of the work, etc., he shall get it clarified before 01 -10-2018.
19. The work has to be completed upto 20.03.2018. If there is delay, L.D. charges will be recovered as per GFAR.
20. Chemical analysis is to be done at Central Laboratory Directorate, Department of Mines & Geology Udaipur; bidder should quote rates F.O.R. destination. Bidder can visit the chemical laboratory in working hours on any working day on or before 01 -10-2018.



21. Payment against work shall be made only after satisfactory inspection and successful testing.
22. No advance payment for the work shall be made in any case.
23. No amount of interest will be paid, if there is any delay in payment of bill.
24. Repeat order for chemical analysis of additional samples can be placed by the Department on the rates and conditions of the original contract.
25. The Department reserves the right to terminate the services of bidder if it is found that the manpower engaged by bidder is repeatedly conducting faulty analysis. The bidder has no right to claim any compensation in this regard. In any case no compensation would be payable by the department.
26. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.
27. **Documents to be enclosed along with Technical Bid:-**
 - (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors if bidder is a company.
 - (ii) Partnership deed, firm registration certificate, power of attorney if bidder is a partnership firm.
 - (iii) Documents to certify that bidder is registered/accredited with recognized appropriate authority, if applicable.
 - (iv) A self declaration certificate by bidder to this effect that he/they desires to provide the services for complete chemical analysis of limestone samples on per sample payment basis, as per scope of work and have capacity to provide technical competent persons who possess qualification and experience as per requirement of Department.
 - (v) Separate Bank Draft / Bankers Cheque for tender fee (if document is downloaded from website) and bid security.
 - (vi) Bidding document including tender notice, scope of work, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding work execution and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).



- (vii) Copy of financial statement including trading, profit and loss account, and balance sheet as on 31.03.2018 duly certified by Chartered Accountant or self attested.
- (viii) GST No. and GST Registration Certificate/Proof of application for GST No. (if exempted self declaration should be enclosed).
- (ix) Self attested copy of PAN Card of the bidder.
- (x) Self attested copy of Aadhar in case bidder is individual.
- (xi) Declaration in enclosed format.
- (xii) Certificate regarding work execution in enclosed format.
- (xiii) All other document as required under Part B of Instructions to the Bidders.
- (xiv) Any other document required to be submitted.

PART-B

1- कार्य कार्यादेशानुसार एवं निविदादाता द्वारा किये गये अनुबन्ध के अनुसार ही होगा ।

2- बोलीदाता द्वारा विभिन्न पंजीकरण इत्यादि का विवरण निम्नानुसार प्रस्तुत करना होगा:-

क्र. सं.	विवरण	रजि.सं.	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम,1970				
2	कर्मचारी भविष्य निधि अधिनियम,1952				
3	कर्मचारी राज्य बीमा निधि अधिनियम,1948				
4	वस्तु एवं सेवा कर (GST)				
5	आय कर (PAN)				
6	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				

नोट:- यदि उपरोक्त में से कोई नियम बोलीदाता पर लागू नहीं होता है तो इस आशय का अंडरटेकिंग कारण सहित संलग्न करना होगा।

3- निम्न प्रपत्र के अनुसार बोलीदाता को मेनपावर उपलब्ध कराने होंगे एवं उनको विधि के अनुरूप निम्नानुसार भुगतान करना अनिवार्य होगा :-

क.सं.	सेवा का नाम	श्रमिकों को देय पारिश्रमिक जो कि प्रचलित न्यूनतम मजदूरी की दर से कम नहीं होगी। मय संख्या				EPF दर प्रतिशत	ESI दर प्रतिशत
		श्रमिक की श्रेणी	न्यूनतम मजदूरी दर	श्रमिकों की संख्या	राशि		
1	2	3		4	5	6	7
	प्रति नमूना आधार पर लाइमस्टोन के नमूने के पूर्ण रासायनिक विश्लेषण के लिए	1.अर्द्ध कुशल- (लेब बोय)	223	1	223	13.61 %	4.75 %
		2. कुशल- (लेब असिस्टेंट)	233	1	233		
		3. उच्च कुशल- (एनालिस्ट)	283	8	2264		
		4.उच्च कुशल (मिनरल कैमिस्ट)	283	1	283		

नोट:- यदि कोई प्रावधान लागु ना हो तो पृथक से अंडरटेकिंग कारण सहित संलग्न करना होगा।

- 4- न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधनों की अनुपालना का दायित्व सम्बन्धित बोलीदाता का होगा।
- 5- राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत बोलीदाता ही उक्त प्रकार की बोली में भाग लेने हेतु अर्हत होंगे। पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपि पूर्ण रूप से भरे हुए बोली दस्तावेज के साथ विभाग को प्रस्तुत करनी होगी। यदि उक्त प्रावधान लागु ना हो तो नियमों की प्रति व अंडरटेकिंग प्रस्तुत करना आवश्यक होगा।
- 6- बोलीदाता द्वारा नियोजित श्रमिकों को मजदूरी का भुगतान अनिवार्य रूप से उनके बैंक खातों में ही किया जायेगा। सम्बन्धित बोलीदाता द्वारा नियोजित श्रमिकों के बैंक खातों में जमा कराई गई राशि का विवरण विभाग को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत करना होगा। श्रमिकों के बैंक खातों में जमा कराई गई राशि का विवरण बाबत विभाग की संतुष्टि होने पर ही बोलीदाता को आगामी माह के बिल का भुगतान किया जायेगा।
- 7- श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी दर एवं बिन्दु सं. 3 के अनुसार श्रमिकों को भुगतान करने का दायित्व सम्बन्धित बोलीदाता/संवेदक का होगा।
- 8- श्रमिकों को निर्धारित न्यूनतम मजदूरी का भुगतान सुनिश्चित करने के लिये संविदा अवधि के दौरान न्यूनतम मजदूरी दर में श्रम विभाग की अधिसूचना से समय-समय पर वृद्धि होने पर विभाग द्वारा संवेदक को बढ़ी हुई न्यूनतम मजदूरी की सीमा तक अन्तर राशि का भुगतान किया जा सकेगा।
- 9- बोलीदाता को राज्य/केन्द्र सरकार की नवीनतम दरों के अनुसार अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ एवं ई.एस.आई जमा कराना होगा, जिससे नियोजित श्रमिकों की मजदूरी राशि से कटौती और संवेदक का अंशदान शामिल होगा। संवेदक/बोलीदाता द्वारा अपने आगामी माह के बिल के साथ गत माह के पेटे श्रमिकों के ई.पी.एफ एवं ई.एस.आई के

अंशदान की राशि नियमानुसार जमा कराये जाने की पुष्टि में सम्बन्धित चालान की प्रति प्रस्तुत किए जाने पर ही संवेदक/बोलीदाता को आगामी माह के बिल/बिलों का भुगतान किया जायेगा।

- 10- संवेदक/बोलीदाता द्वारा प्रत्येक कार्य स्थल पर Display Boards लगाये जायेंगे, जिन पर संवेदक/बोलीदाता का नाम, संविदा अवधि, कार्य की प्रगति, श्रमिकों हेतु Helpline नम्बर एवं संवेदक द्वारा न्यूनतम मजदूरी भुगतान नहीं करने की शिकायत करने सम्बंधी प्रावधान का विवरण स्पष्ट रूप से अंकित किया जाएगा।
- 11- राज्य में लागू श्रम नियमों के अन्तर्गत अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ एवं ई.एस.आई की राशि जमा कराने का दायित्व संवेदक का होगा।
- 12- संवेदक/बोलीदाता द्वारा प्रदान की जा रही सेवा पर वस्तु एवं सेवा कर (GST) की राशि अतिरिक्त रूप से देय होंगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी संवेदक की ही होगी। संवेदक/बोलीदाता द्वारा गत माह में जमा कराये गये वस्तु एवं सेवा कर (GST) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जायेगी। वस्तु एवं सेवा कर (GST) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (GST) का भुगतान नहीं किया जायेगा। उक्त स्थिति में वस्तु एवं सेवा कर (GST) के सम्बंध में उत्पन्न होने वाले किसी भी प्रकार के दायित्वों के निर्वहन का उत्तरदायित्व संवेदक का होगा।
- 13- श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये दिशा-निर्देशों की पालना करने का दायित्व संवेदक का ही होगा। श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये संवेदक स्वयं उत्तरदायित्व होगा।
- 14- यदि संवेदक एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबन्धकीय जिम्मेदारी संवेदक की होगी।
- 15- नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम, 1974 में विहित प्रावधानों के अनुसार श्रम नियोजित श्रमिकों को हटाने, कार्यमुक्त करने, नोटिस वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व संवेदक का होगा।
- 16- कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई करवाने/सामुहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिये विभाग की कोई जिम्मेदारी नहीं होगी।
- 17- यदि संवेदक द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किए जाने की शिकायत विभाग को प्राप्त होती है तो विभाग इस संबंध में श्रम विभाग को सूचित करेगा और नियमानुसार आवश्यक होने की स्थिति में संवेदक को Debar कराने की कार्यवाही करेगा।

(N.K. Kothari)

Addl. Director Mines (HQ)

GENERAL TERMS & CONDITIONS OF CONTRACT

Clause No.

Terms & Conditions

1. All the documents viz. tender notice, scope of work, instruction to bidders, etc. supplied with tender document, shall be part of terms and conditions of the contract.
2. Bidder shall be deemed to have carefully examined the services to be provided. If bidder has any doubts as to the meaning of any portion of the procedure or of the services etc. he shall get it clarified from ADM (HQ).
3. **Validity:**
Quoted rates shall be in Indian Rupees and remain valid for 3 months from the date of opening of financial bid.
4. **Agreement and Performance Security**
 - (i) Successful bidder shall have to execute an agreement within a period of 5 days of receipt of letter of acceptance/ work order after depositing performance security equal to 5% of the tendered amount (as described under Clause 5d of Instructions to Bidders).
 - (ii) The bid security deposited at the time of tender shall be adjusted towards performance security.
 - (iii) No interest will be paid by the Department on the performance security.
 - (iv) Central Government concerns and Government of Rajasthan's Undertaking shall be exempted from furnishing performance security.
 - (v) The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department.
 - (vi) The performance security shall be returned after the Successful completion of work and after satisfying that there are no dues outstanding against the bidder and no complaints covered under the Scope of work is pending.



5. **Forfeiture of Performance Security Deposit:**

Performance security amount in full or part may be forfeited in the following cases:-

(a) When any terms and conditions of the contract is breached.

(b) When the tenderer fails to complete the work satisfactorily.

Notice of reasonable time shall be given in case of forfeiture of performance security. The decision of the ADM (HQ) in this regard shall be final.

6. **Assign or Sub-let:**

The bidder shall not assign or sub-let his work order or any part thereof to any other agency.

7. **Inspection:**

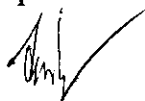
Results of chemical analysis submitted by the bidder shall be randomly cross checked by the Departmental Chemists for the correctness of analysis. Analysis process can be checked by the Departmental officers at any time.

8. **Rejection and Penalty:**

If wrong results are found in cross checking, the result of bidder shall be rejected and bidder will have to re-analyse whole lot of sample at his own cost within the stipulated time and a sum of Rs. 5000/- per wrong sample analysis will be deducted as penalty. The service of the person deployed by the bidder can be terminated on unsatisfactory work or the person repeatedly commits wrong analysis. The bidder will have to replace such person at his own cost within the time fixed by ADM(HQ). The Department reserves the right to terminate the services of bidder if it is found that the manpower engaged by bidder is repeatedly conducting faulty analysis. The bidder has no right to claim any compensation in this regard. In any case, no compensation would be payable by the department.

9. **Insurance:**

(i) It shall be the responsibility of the bidder for the safe operation of analysis work by his deployed persons in the Central Laboratory of the Department. For any loss /damage/ accident during the chemical



analysis work all the responsibility shall be of bidder for any type of damage/loss.

- (ii) The bidder may insure the persons engaged by him against loss by destruction or damage, by fire, flood, under exposure to chemical or otherwise viz. (war, rebellion, riot, etc.). The insurance charges shall be borne by the bidder and Department shall not be liable to pay such charges, if incurred.

10. **Payments:**

Payments will be made after submission of results by the bidder, satisfactory report of the Departmental Officer of Chemical Wing and on submission of bill in proper form by the bidder to the ADM (HQ) in accordance with **Part B of Instructions to the Bidder**, RTPP Act, 2012, RTPP Rules and G.F.&A.R. All remittance charges shall be borne by the bidder. TDS for income tax and GST will be deducted as per rules.

11. **Targets for timely completion of work:**

- (i) The time specified for completion of work shall be deemed to be the essence of the contract and the successful bidder shall have to complete the work on or before 20.03.2019 from the receipt of work order from the ADM (HQ).

In case work is not done in prescribe time, Liquidated Damage (L.D.) charges will be deducted at the following rates from the bill :-

- | | |
|---|------|
| (a) delay up to one fourth period of the prescribed delivery period | 2 ½% |
| (b) delay exceeding one fourth but not exceeding half of the prescribed period | 5% |
| (c) delay exceeding half but not exceeding three fourth of the prescribed period. | 7½% |
| (d) delay exceeding three fourth of the prescribed period. | 10% |

However on request of bidder (made before the last date for completion of work) the period may be extended by ADM (HQ) with or without liquidated damage depending on genuineness of the grounds.



12.

Recoveries:

Recoveries of liquidated damages, shortfall in analysis, poor services, breakage, etc. shall ordinary be made from bills. Amount may also be withheld to the extent of shortfall in analysis, breakages, rejected analysis, etc. and in case of failure in satisfactory replacement by the bidder, amount along with liquidated damages shall be recovered from his dues and performance security deposit available with the Department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force. If the repair/replacement of any breakage or its part or resolving the problem in working of the persons is not rectified within 2 working days of lodging of complaint, penalty @ Rs. 100/- per day after 2 days will be charged.

13.

If a bidder imposes conditions which are in addition to or in conflict with the conditions in the tender document, he shall not be considered unless specifically mentioned in the letter of acceptance of tender issued by the ADM (HQ).

14.

The Director, Mines & Geology Department, Rajasthan, Udaipur reserves the right to change, correct and modify the terms and conditions for the execution of work.

15.

All legal proceedings for any dispute between Department and bidder shall have to be lodged in courts situated in Udaipur, Rajasthan and not elsewhere.

16.

As per circular 3/2013, dated 4/2/2013 of finance department required annexure A, B, C & D are enclosed for needful. Conditions / declaration in annexure A, B, D shall form part of the agreement. All relevant provisions of GF&AR, RTPP Act 2012 and RTTP Rules 2013 made there under will ipso-facto deemed part of this tender document.


(N.K. Kothari)

Addl. Director Mines (HQ)

Declaration

I/We do hereby declare that the entries made in the tender are true to the best of my / our knowledge and belief. I/We do also confirm that I/ We have read and understood all Terms and Conditions as contained in this bidding document and agree to abide by the same in all respect.

I/We will provide the services for complete chemical analysis of limestone samples on per sample payment basis, as per scope of work and have capacity to provide technical competent persons who possess qualification and experience as per requirement of Department and as per details of personnel to be engaged for analysis of rock/mineral samples mentioned in the bidding document.

I/We undertake that in case the facts/ information furnished, as above is/ has been found false, the DMG Udaipur may be in its absolute discretion reject/ cancel any assignment, if any, awarded / agreed to be awarded to me / us and in such case I / We shall not be entitled to claim any damages/ whatsoever in regard to the assignment.

I/We undertake that in case the analysis results conducted by manpower provided by me/us are/has been found incorrect, the DMG Udaipur may be in its absolute discretion reject/ cancel the given assignment to me / us and in such case I / We shall not be entitled to claim any damages/compensation/ whatsoever in regard to the assignment.



Signature of Bidder

Place:

Name:

Date:

Designation

CERTIFICATE REGARDING WORK EXECUTION

I/We hereby certify that the persons provided for chemical analysis of limestone by us here under shall be technically competent and as per qualification and experience required by the DMG. The work executed by them shall be of the highest grade and quality and consistent with the established and generally accepted standards for chemical analysis of the type ordered. I/We shall be fully responsible for their efficient job and uninterrupted working

In case of any shortcoming/ inconsistency due to poor workmanship or faulty analysis not conforming to the standards if observed at the time of inspection by the DMG officers I/We undertake the guarantee to re-analyse such samples and whole lot of samples free of cost and all the expenses borne will be at our cost.

In case of any damage / mishap / accident /loss by any means natural or unnatural to the material of DMG or persons deployed by me/us, I/We undertake the guarantee to bear all the expenses. I/We further guarantee to insure the persons deployed by me/us. I/We will also supply free of cost the items, if at all damaged by our persons during the normal use.

I/ We further certify that we have adequate technically competent persons for the chemical analysis of rocks/minerals and I/We undertake to provide all technical support required to them for uninterrupted and quality analysis of rock/mineral samples as per standards during the contract period.



Seal of Bidder.

Place

Signature of Bidder

Dated _____

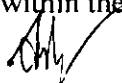
Name & Address of Bidder

Technical Bid

- I. Tender for hiring the services for complete chemical analysis of limestone samples on per sample payment basis.
- II. Name, postal address and contact nos. of the person/firm/company submitting the tender.

- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology,
Khanij Bhawan, Shastri Circle, Udaipur.
- IV. Reference: Tender No.....
- V Whether job requirement being tendered match with the requirement in the tender document – yes/no.
- VI. Details of fee deposited.
 - (a) Tender fee : Bank Drafts/Bankers Cheques amounting Rs..... no.....
date..... Bank name
 - (b) Bid security : Bank Drafts/Bankers Cheques amounting Rs..... no.....
date..... Bank name.....
- VII. Following documents should be enclosed-
 - (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors if bidder is a company.
 - (ii) Partnership deed, firm registration certificate, power of attorney if bidder is a partnership firm.
 - (iii) Documents to certify that bidder is registered/accredited with recognized appropriate authority, if applicable.
 - (iv) A self declaration certificate by bidder to this effect that he/they desires to provide the services for complete chemical analysis of limestone samples on per sample payment basis, as per scope of work and have capacity to provide technical competent persons who possess qualification and experience as per requirement of Department.
 - (v) Separate Bank Draft / Bankers Cheque for tender fee (if document is downloaded from website) and bid security.
 - (vi) Bidding document including tender notice, scope of work, instruction to bidders, general terms & conditions of the contract, declaration, certificate regarding work execution and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (vii) Copy of financial statement including trading, profit and loss account, and balance sheet as on 31.03.2018 duly certified by Chartered Accountant or self attested.
 - (viii) GST No. and GST Registration Certificate/Proof of application for GST No.(if exempted self declaration should be enclosed).
 - (ix) Self attested copy of PAN Card of the bidder.
 - (x) Self attested copy of Aadhar in case bidder is individual.
 - (xi) Declaration in enclosed format.
 - (xii) Certificate regarding work execution in enclosed format.
 - (xiii) All other document as required under Part B of Instructions to the Bidders.
 - (xiv) Any other document required to be submitted.

I/We agree to abide by all the conditions mentioned in the bidding document and agree to execute work within the stipulated time as per the bidding document.



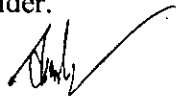
Signature of bidder

Financial Bid

- I. Tender for hiring the services for complete chemical analysis of limestone samples on per sample basis.
- II. Name and postal address of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology,
Khanij Bhawan, Shastri Circle, Udaipur
- IV. Reference: Tender no
- V. The rate for the complete chemical analysis of limestone samples on per sample payment basis is as under:

S. No	Particulars	Unit	Rate per sample (In Rs.)									
1.	Hiring the services for complete chemical analysis of limestone samples on per sample payment basis, as per scope of work.	1 no. of sample	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Basic Rate</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 30%;">A*</td> </tr> <tr> <td>GST @ _____</td> <td style="text-align: center;">-</td> <td>B</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;">Total (A+B)</td> <td style="text-align: center;">=</td> </tr> </table>	Basic Rate	-	A*	GST @ _____	-	B	Total (A+B)		=
Basic Rate	-	A*										
GST @ _____	-	B										
Total (A+B)		=										

- VI. I/we have quoted above rates after carefully reading the bidding document which comprises of open tender notice, scope of work, instructions to bidders, general terms & conditions of the contract, self declaration certificate, certificate regarding work execution, Annexure A,B,C,D, technical bid and financial bid.
- VII. The rates quoted above are valid for three months from the date of opening of financial bid. The period can be extended with mutual agreement.
- VIII. I/We agree to abide by all the conditions mentioned in bidding document.
- IX. Performance Security @ 5% of contract amount will be deposited as per condition of tender.



Signature of bidder

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

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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;

(Signature)

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Secretary mines & Petroleum

The designation and address of the Second Appellate Authority is Finance Department.

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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(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 authorised representative.

(6) Fee for filing appeal

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

LS)

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. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

L.S

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 subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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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.

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