



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

## TENDER DOCUMENT

### FOR

**Annual Maintenance Contract (AMC) for Air Conditioners  
at MPP Old & New Control room at IBP, Jhamarkotra  
Mines of SBU & PC: Rock Phosphate, Jhamarkotra Mines,  
Udaipur (Rajasthan)**

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 06 /15-16/ Dated.13.07.2015**

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

**Cost of Non Transferable**

**Tender Document(including tax) : Rs 570/-**

**Place of Sale of Tender : Office of FA, Corporate Office.**

**Or downloaded from website.**

**Date of Sale of Tender : From 17.07.2015 to 18.08.2015 up to 1.00 pm**

**Date of Receipt of Tender : 18.08.2015 up to 3.00 pm**

**Date of Opening of Techno-commercial Part: 18.08.2015 at 3.30 pm**

**Registered Office:**  
C-89 Jan path Lal Kothi Scheme, Jaipur -302 015  
Phone:0141-2743734  
Fax : 0141-2743735

**Corporate Office:**  
4, Meera Marg, Udaipur - 313 001  
Phone : (0294)2428743,2414396,  
Fax :0294- 2428768,2428739

**SBU & PC - Rock Phosphate,**  
Jhamarkotra Rock Phosphate Mines, Post:  
Jhamarkotra - 313015, UDAIPUR  
Phone: 0294-2342441-45FAX: 0294-  
2342444



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur – 313 001,

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

Ref. no :-RSM/CO / GGM(Cont)/Cont-06/15-16/

Dated: 13.07.2015

### DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Jhamarkotra mines, Udaipur from reputed contractors.

Brief Description of work	Contract Period	Bid Security/E MD (Rs.)
Annual Maintenance Contract (AMC) for Air Conditioners at MPP Old & New Control room at IBP, Jhamarkotra Mines of SBU & PC: Rock Phosphate, Jhamarkotra Mines, Udaipur (Rajasthan)	24 months	14,000/-
Cost of tender document is Rs. 570/- (Inclusive of VAT) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Jhamarkotra Mines		
Period & place of sale of documents: from FA, CO, Udaipur or download from our website	From 17.07.2015 to 18.08.2015 up to 1.00 pm, In case downloaded from website, tender fee to be deposited with the Techno -Commercial offer	
Last Date & Time of Submission of offer	Dated 18.08.2015. up to 3.00 pm at C. O. Udaipur	
Date of opening of Techno Commercial offer	Dated 18.08.2015 at 3.30 pm at C. O. Udaipur	

**The tenders shall be pre-qualified on the basis of the following criteria:**

1. The tenderer should have minimum turnover of Rs. 88,000/- in any one of the immediate three preceding financial years in tenderers name.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

Turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society, the turnover of the Company / Society shall only be considered.

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 the suspension or banned period.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

**General Manager (Contracts)**

Note: The tenderers are advised to keep visiting our website till due / extended due date of tender for corrigendum/ addendum, if any, to the tender.

## SECTION-II

### DEFINITIONS, INTERPRETATIONS, Declaration by the contractor

#### 1.1 **DEFINITIONS:**

In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1.1 **"Alteration/Variation order"** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.
- 1.1.2 **"Approved"** shall mean approval in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.1.3 **"Appointing Authority,"** wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.4 **"RSMML"** or **"COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.5 **"Contract Document"** shall mean collectively tender documents, telex/letter of Acceptance, agreed variations, if any, and other documents constituting the tender and acceptance thereof.
- 1.1.6 **"Contractor"** shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors, executors and permitted assignee.
- 1.1.7 **"Contract"** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance /telegram awarding the work, alteration/ variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.8 **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.9 **"Contract Rate"** or **"Schedule Rate"** or **"Tendered Rates"** or **"Rate of Remuneration"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/ performance of all contractual obligations as per terms of the contract.
- 1.1.10 **"Commencement of work"** shall be reckoned from the date of issue of letter of Acceptance.
- 1.1.11 **"Officer-In-Charge"** or **"Engineer-In-Charge"** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.1.12 **"Managing Director"** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.13 **"Head of the SBU & PC- Rock Phosphate"** or **"Group General Manager"** or **"GGM (Phos)"** shall mean Group General Manager for the SBU & PC – Rock

- Phosphate of RSMML or his successor in the office so designated by the Company.
- 1.1.14 “**Mines Manager**” shall mean the person so designated under Mines Act, 1952 for Jhamarkotra Rock Phosphate Mine of the Phosphate Division of Rajasthan State Mines and Minerals Limited.
- 1.1.15 “**Mines**” shall mean Jhamarkotra Rock Phosphate Mines of the Company under SBU & PC Rock Phosphate situated in the district of Udaipur.
- 1.1.16 “**Letter of Acceptance (LOA)**” shall mean intimation by a letter/telegram to tenderer that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex.
- 1.1.17 “**Notice**” or “**Notice in writing**” or “**written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.18 “**Sub-Contractor**” shall mean any person or firm or company (other than the Contractor himself) to whom any part of the work may be/has been entrusted by the Contractor with the prior written consent/approval of the Company.
- 1.1.19 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.20 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.21 “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.22 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.2 INTERPRETATIONS:**
- 1.2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the SBU & PC- Rock Phosphate of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 1.2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.

- 1.2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 1.2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.9 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorised representative of the parties.

### **1.3 Declaration by the contractor:**

- 1.3.1 The contractor do hereby confirm and declare that they have independently inspected existing infrastructure of Jhamarkotra Mine including other related areas, ascertained and obtained all relevant and necessary information data, particulars existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, and similar nature of work at Jhamarkotra Mines.
- i. The contractor has also ascertained the location and situation of area/site where the contractor would be required to undertake the work, appreciating all pros and cons, and all such other information, whether technical/commercial or otherwise.
  - ii. The contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s. The contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

## SECTION III

### GENERAL INSTRUCTIONS TO TENDERERS

#### 2.1 SUBMISSION OF TENDERS

2.1.1 Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.

Both the envelopes should be kept in a sealed envelop addressed to General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.

The sealed offers should be submitted in the office of the General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

2.1.2 The Part – I “Techno–commercial Bid” should contain the detailed technical offer and copy of tender documents duly signed and sealed along with all its Annexure, Bid Security Deposit. Any price indication should not be given in the Techno–commercial Bid. The following information / documents are to be given in the Part – I - “Techno – commercial Bid”

- (a) Covering letter for submission of the tender in prescribed proforma on letter head of the tenderer as per Form A.
- (b) One complete tender document (Original Copy) as issued along with offer duly filled in, signed and stamped on each page by the tenderers/authorised representative of the tenderers as prescribed in different clauses of the tender documents in token of the acceptance of the terms and conditions of this tender.
- (c) Bid Security Money Deposit: As per NIT.
- (d) Power of Attorney: in favour of the authorized representative signing the tender,
- (e) Certificate of Incorporation/Memorandum of Association & Article of Association/Partnership deed duly certified by the Company Secretary/ Chartered Accountant, as the case may be. In case the tenderers /contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- (f) PAN no
- (g) Service Tax Registration No.
- (h) Undertaking that no condition is mentioned in Part II 'Price Bid' and conformation to the effect that the price quoted in part II 'Price Bid' of the tender will be firm. Even if a condition, other than like discounts, are mentioned those would be ignored.
- (i) General Information regarding tenderers in form B.
- (j) Any exception (s) and deviations in form C.
- (k) Tenderers should submit an undertaking on non-judicial stamp paper that there is no case / litigation is pending against him with any other employer, in relation to the work.

- (l) Duly certified copies of all such other documents as referred in the tender document.
- (m) Copy of the audited Balance Sheet, duly certified by Chartered Accountant, of preceding three financial years i.e. 2012-13, 2013-14 and 2014-15.
- (n) The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.

Tenderer must submit copies of documents duly attested by Gazetted Officer/Notary Public in support of above required details and any declaration given by the tenderers without requisite supportive documents will not be considered. It may be noted that the tender shall be technically examined on the basis of documents submitted, as per above required details, furnished along with the bid. Tenderers shall be fully responsible for consequences including rejection of its tender or cancellation of the Contract if the required documents/copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the tenderers should put its signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

### 2.1.3

#### **PART II 'Price Bid'**

- (a) The 'Price Bid' shall be submitted in one copy. The tenderers are to quote the rate in the form D provided at section VI of this tender document.
- (b) The rates are to be quoted in Rupees & in the prescribed price bid proforma. Prices quoted are to be on firm basis.
- (c) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- (d) The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed, sealed and dated by the tender. The rates shall be quoted on firm basis.

### 2.2

#### **OPENING OF THE TENDER**

1. The envelop containing Part I – Techno-Commercial Bid of the offer will be opened in the Office of GGM(Contract), Corporate Office, 4, Meera Marg, Udaipur-313001 at the time mentioned in NIT. The authorised representative/s of the tenderers are at liberty to be present at the time of the opening of the tender.
2. If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

### 2.3

#### **PREQUALIFICATION CRITERIA**

- i. The tenderer should have minimum turn over of Rs. 88,000/- in any one of the immediate three preceding financial years in tenderers name.  
The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

Turnover has to be in the name of tenderer & turnover of individual/ partners/ Directors/ Member of Society shall not be considered. It is to be noted that, in case of Company/ Society, the turnover of the Company / Society shall only be considered.

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 the suspension or banned period.

## **2.4 EVALUATION OF TECHNO-COMMERCIAL BID.**

- 2.4.1 The techno-commercial bids of the substantially responsive tenderers will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the tenderers based upon the information provided by the tenderers in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of RSMML as to which tenderers are capable & competent to carry out the work shall be final. The tenderers should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 2.4.2 The tenderers shall be prepared to furnish clarification/ information and attend discussion as required by the company from time to time.
- 2.4.3 Price Bid (part II) of the tender will be opened only of techno-commercially successful tenders. Such short listed tenderers will be informed about the date and time of opening of the price bids.

## **2.5 NEGOTIATION**

- 2.5.1 Negotiation will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 2.5.2 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 2.5.3 In case of negotiations, representative of the tenderer attending negotiations must posses written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

## **2.6 EXCEPTIONS AND DEVIATIONS:**

Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender document and not stipulate any deviations. Tenders containing stipulations in deviation to the terms and conditions are liable to be rejected. However for absolutely unavoidable reasons the tenderers may indicate the deviations at the risk of rejection only in '**Form C**'. Deviations mentioned anywhere else would plainly be ignored without any consequences.

## **2.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

- 2.7.1 All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by



a person holding power of attorney authorising him/her to sign on behalf of tenderers before submission of the tender.

- 2.7.2 The tender shall contain the name, residence and place of business of person or persons, making the tender and shall be signed by the tenderers with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy Registration certificate, if registered & Partnership deed) in the tender. It should be signed in the partnership name by all the partners or by any one partner duly authorised by all other partners of the firm followed by the name and other details of the partner signing. Tender by a Corporation/Company shall be signed by an authorised representative and a power of attorney by the Managing Director or Board of Directors in that behalf shall accompany the tender.
- 2.7.3 Tenders containing corrections and alterations are liable to be rejected. Any corrections and alterations, if inevitable, in the entries of the tender papers will be signed in full by the tenderers with date. No erasures or over writings are permissible.
- 2.7.4 Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 2.7.5 The bids should be made in English/Hindi only. Printed conditions on the back of letters originating from tenderers will be ignored.
- 2.7.6 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable to rejection.
- 2.7.7 The Company takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service. Telegraphic/Fax offers shall be rejected.

## **2.8 RATES**

The tenderers should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates in such a way that insertion and/or interpolation is not possible. The tendered amount for the work shall be entered in Part II of the tender and duly signed by the tenderers. The rates shall be quoted on firm basis considering all the aspects.

## **2.9 TRANSFER OF TENDER DOCUMENT**

Transfer of tender documents by one intending tenderers to another is prohibited. For submitting the offer, it is essential to directly purchase the tender document from the Company or download from our website. In case downloaded from website, tender fee to be deposited with the Techno - Commercial offer without which the tender will be rejected.

## **2.10. REFUSAL / FAILURE**

In the event of the Tenderers, after the issue of communication of Acceptance of Tender by the Company, fails/refuses to execute the work as herein before, the Tenderers shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event the Company shall have full right to claim damages thereof in addition to the forfeiture of Bid Security deposited.

## **2.11 Bid Security/EMD**

- 2.11.1 The tenderer shall deposit Bid Security of Rs. 14,000/- (Rupees Fourteen thousand only) in the form of Crossed Demand Draft/ bankers cheque (having validity of three months) in favour of the Company and drawn on any Nationalised/Scheduled bank payable at Udaipur and attach the same in original with the technical bid of the tender, failing which the tender is liable to be

rejected. No interest shall be paid by the company on the Bid Security so deposited by the tenderers.

2.11.2 The refund of Bid Security of those tenderers who are not successful in price bidding will be through a forwarding letter after the acceptance of LOA/DLOA by the successful bidder and those tenderers who are not qualified for price bid opening, shall be returned at the earliest.

2.11.3 The Bid Security of the successful tenderers will be refunded after the acceptance of the SD, but shall be forfeited if the tenderer fails to furnish Security Deposit.

2.11.4 The Bid Security shall stand forfeited if the tenderer fails to furnish security deposit within a period of 30 days from the date of issue of intimation regarding acceptance of tender (LOA). The Bid Security of a tenderer shall be forfeited in the following cases:-

- i) If the tenderer withdraws or modifies the offer after submission of the tender.
- ii) If the tenderer does not submit the prescribed Bank Guarantee/as security deposit within one month of the date of LOA/DLOA issued in favour of tenderer.
- iii) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv) If it is established that the tenderer has submitted any wrong information/forged documents along with the tender or thereafter.

## **2.12 VALIDITY**

Tender submitted by tenderers shall remain valid for acceptance **for a period 120 days**, from the date of opening of the tender. An offer with a validity period of less than 120 days is liable to be rejected. The tenderers shall not during the said period of 120 days cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderers revoking, cancelling and/or withdrawing his tender or varying any term in respect thereof, the Bid Security deposited by him along with tender shall stand forfeited and tender will not be considered further evaluation.

## **2.13 ADDENDA/CORRIGENDA**

Addenda/corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or contract terms. Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

## **2.14 RIGHTS OF COMPANY TO ACCEPT OR REJECT TENDER**

The right to accept the tender rests with the Company. The Company, however, does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject any or all the tenders received without assigning any reason whatsoever.

**2.15 SECURITY DEPOSIT**

The successful tenderers shall be required to furnish the security deposit with Rajasthan State Mines and Minerals Limited in the manner stipulated in tender document.

**2.16 BIDDER TO OBTAIN HIS OWN INFORMATION**

2.16.1 The bidder in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The bidder is required to satisfy him/himself in all respect, before the submission of offer.

2.16.2 The tenderer shall be deemed to have examined the tender document, to have his own information in all matters whatsoever that might affect directly or indirectly the carrying out of the works at the scheduled rate and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the tender or release the tender from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderers is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The tender, at his own responsibility and cost, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with Company in case he is awarded the work. The tenderer shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go downs etc. and all other factors involved in the execution of works.

2.16.3 The tenderers shall be deemed to have independently inspected Jhamarkotra Mines of the SBU & PC-Rock Phosphate of RSMML, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities etc. existing industrial environment and other related aspects.

2.16.4 The bidder has also deemed to have himself/ itself independently obtained all relevant and necessary information regarding the location of work site.

2.16.5 The tenderers has also deemed to satisfied himself/itself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, working conditions of the area/s, availability of power supply, water supply. and tenderers do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

**2.17 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

2.17.1 Should an intending bidder require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to

him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderers to whom tender documents may have been sold by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.

2.17.2 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

2.17.3 Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

## **2.18 SIGNING OF THE CONTRACT AGREEMENT**

The successful bidder shall be required to execute an agreement on non-judicial stamp paper under Indian Stamp Act with the Company within one months from the date of intimation regarding acceptance of tender (LOA). The cost of execution of agreement including non-judicial stamp paper under Indian Stamp Act & stationery shall be borne by the contractor.

## **2.19 SITE & GENERAL INFORMATION**

Jhamarkotra Mines is situated at an approximate distance of 27 Kms from the town of Udaipur in Rajasthan.

## SECTION IV

### **3.0 GENERAL CONDITIONS OF THE CONTRACT**

#### **3.1 Requirement work, persons, tools & tackles:**

Based on the requirement of work, the contractor is required to deploy persons within 48 hours of receipt of telephonic / written intimation to arrange for maintenance of Air Conditioners as per requirement of job. All tools & tackles and material required to attend the work should be arranged/brought by the contractor. Only genuine spare parts as installed in existing ACs are to be used for major components e.g. Compressor, Motors, Control PCBs etc. For minor components such as capacitor, MCBs, Relays etc. of reputed makes or as approved by EIC shall be used. Work will have to be attended at site. Work is to be completed within stipulated time as per requirement of Engineer-In charge or his authorized person failing which penalty will be imposed as per terms of contract. Management will be free to get the incomplete work done through any other agency at the risk and cost of the contractor.

The work will have to be taken up/ commenced by the contractor within 48 hours of intimation over telephone/fax/email/letter. In case the work remains incomplete resulting in any work loss of the company, suitable measures as provided in the contract shall be initiated against the contractor including impose of penalty etc.

#### **3.2 SECURITY DEPOSIT**

a) The contractor shall furnish a **Security Deposit @ 10% of the accepted total value** of the contract through account payee Demand Draft/Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU (except SBI) / ICICI / HDFC / AXIS Bank having its branch at Udaipur. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be on non-judicial stamp paper of 0.1 % of B.G. value. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein.

**Note: BG of SBI will not be acceptable.**

b) The entire Security Deposit shall be refunded after six months' of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.

c) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

d) If the Contractor or their employees cause any damage or destroy and property belonging to the Company or others during the execution of the contract, the same shall be made good by the Contractor at his own expense

and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer In-Charge shall be final and binding on the contractor).

- e) The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- f) All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- g) In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- h) In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- i) In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- j) No interest is payable on S.D. amount.
- k) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment to the contractor.

### **3.3 PERIOD OF CONTRACT**

The period of contract for the work envisaged under this tender shall be **two year** from the date of issue of DLOA/ LOA.

### **3.4 PRICE & PRICE VARIATION**

The price quoted and finally accepted by the company shall be deemed to include and cover all costs of transportation of men & materials, all expenses, taxes including service tax, duties, levies and liabilities of every description and all risk of every kind to be taken in execution. No increase in rates on these accounts shall be permitted. The company shall be deducting applicable taxes as prevailing, from the bills of the contractor. RSMML shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any new taxes/duties etc. are levied/withdrawn by the Government during the currency of the contract, then the same shall be reimbursed to the contractor/passed on to RSMML.

### **3.5**

#### **TERMS OF PAYMENT**

##### 3.5.1

For payment purposes the contractor shall raise the monthly bills after completion of work to the Engineer In charge. Payment shall be released within 30 days of receipt of bills duly verified by Engineer In charge. The rates as accepted by the Company shall only be considered for billing purpose.

##### 3.5.2

The Contractor, on submitting the bill duly verified by the Section In-Charge for the work done, is entitled to receive a payment within a period of thirty (30) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.

##### 3.5.3

The Company shall make payment due to the Contractor by RTGS.

### **3.6**

#### **RESOURCES, MANPOWER, FACILITIES ETC.**

##### 3.6.1.

The contractor will have to bring and deploy requisite, labours, tools, tackles, etc., required to execute the contract at its own cost and to the entire satisfaction of the RSMML.

##### 3.6.2.

The contractor shall make its own arrangements at its own cost for facilities like transportation etc., required for satisfactory execution of the contract.

### **3.7**

#### **INCIDENTAL & CONTINGENT WORKS**

The contractor will have to make its own arrangements for all incidentals or contingent works related to the contracted work at its own cost & expenses and the same would not qualify for any extra payment.

### **3.8**

#### **RIGHT RESERVED**

The Company reserves the right:

- i) To accept or reject full or part of the tender or all the tenders without assigning any reason thereof.
- ii) Not to accept the lowest tender & assign reasons for not accepting the lowest tender.

### **3.9**

#### **EMPLOYMENT OF MANPOWER AND THEIR CONDUCT**

##### 3.9.1

The labours/staff etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the Workmen's Compensation Act, 1923 in respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/ staff etc., to be engaged by the contractor for the contracted work.

##### 3.9.2

The Contractor shall be responsible for the proper conduct and behavior of all the labours/staff and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

**3.10. MISCELLANEOUS LIABILITIES:**

3.10.1 The contractor shall be responsible for making all arrangements at its cost and expenses for:-

- i) Tools & tackles and any other requirement for accomplishing the work satisfactorily.
- ii) Transport, loading, unloading and any other matter connected with the allotted work.
- iii) Safety and discipline of the labours/workers/staff employed.

3.10.2 The RSMML shall not in any manner be responsible for any or part of the above obligations of the contractor. If any expenditure is incurred by the RSMML on the above items that will be recovered from the contractor's bills/security deposit.

3.10.3 The entire responsibility on account of accident/damage or personal injury which may occur to contractor's

**3.11 ASSIGNMENT & ADDITIONAL CONTRACTS**

The contractor shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Contractor from any liability or obligation under this contract and the Contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agent and employees fully as if those are the Contractor's own acts. The RSMML shall have a right to engage any other contractor for similar or other kind of job as may be deemed necessary by the RSMML.

**3.12 RECORDS, REGISTERS, ETC.**

The contractor shall have to ensure that its supervisory staff/ managers maintains all records, registers, details etc., as required by the RSMML and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable to this contract and make available the same to the RSMML and/or its authorised representative at such place & time as may be directed.

**3.13 STATUTORY OBLIGATIONS:**

3.13.1 The RSMML shall be entitled to deduct Income Tax and such other taxes, at source from the bills of the contractor as may be required by any department of State/Central Government or any other Statutory Body.

3.13.2 The contractor shall comply with such terms & conditions as may be imposed by the statutory authorities like the DGMS, DMG, IBM, Environment and pollution Control Board etc., during the period of this contract. The contractor shall not be entitled to any claim or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.

**3.14. COMPANY NOT LIABLE TO PAY COMPENSATION:**

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



- 3.15. NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**  
The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.
- 3.16. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK**
- 3.16.1 If at any time after the commencement of the work the company shall for any reason or under instructions of Director General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts whatsoever required not to do the whole work or part thereof as specified, to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, and instructions which shall involve any curtailment of the work as originally contemplated.
- 3.16.2 Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and shall be signed by them. Such amendment shall be deemed as part of the agreement.
- 3.17 LIABILITES IN RESPECT OF CONTRACTORS MACHINERY, ETC:**
- 3.17.1 The contractor shall bear all costs, expenses, etc., that may be incurred on purchase of material, fixing of glass, their transportation etc.
- 3.17.2 If the tools/tackles deployed by the contractor cause any accident or causes injury or death to any person working the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the contractor to bear all sort of compensation to the person(s) affected or to the heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/injury/damage.
- 3.18 LIABILITY FOR ACCIDENT TO PERSONS:**  
Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, M.V. Act, "Mines Act" the following shall also apply to the Contractor.  
On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

**3.19**

**TAXES:**

The contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities for execution of the works under the contract.

**3.20**

**OTHER LIABILITIES**

The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines Safety etc. or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever whatsoever work provided for by this contract by third parties, or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

**3.21**

**WAIVER**

Any waiver by Company of any breach of the terms and conditions of the contract shall not constitute waiver of any subsequent breach of the same.

**SECTION V**  
**SCOPE OF WORK AND SPECIAL CONDITIONS OF THE ONTRACT**

**4.1**

**SCOPE OF WORK**

**Details of Air-Conditioners to be covered under AMC:-**

<b>S. No.</b>	<b>Location</b>	<b>Make / Model / Capacity / Purchase Year</b>	<b>Qty.</b>
1	MPP New Control Room at IBP	Hitachi/PA0132ERD3/11 Tons/2012	3
2	RP Inverter panels inside MPP New Control Room at IBP	Advance Cooling, Mumbai/ TURBO 4500 SM MCB/ 4500Watts/ 2011	4
3	MPP Old control room at IBP	Daikin /FD-125/10.4 Tons / 2009	3

**Note:** Present condition of ACs shall be checked before submitting their offer. Scope of work for Air Conditioners at MPP Old & New Control room of IBP, Jhamarkotra Rock Phosphate Mines generally shall include the followings:

- i) Maintenance of air conditioners at site, for trouble free & safe running of the equipment/machines during the contract period. All types of maintenance works to put the ACs in operation shall be carried out e.g. Regular Cleaning, leak testing, dehydrating the system, refrigerant / gas charging, brazing, Shifting of Machines required for maintenance, replacement of faulty parts etc. and operational testing of all the machine. All tools and tackles required to carry out the job shall have to be arranged by the contractor.
- iv) All types of Spares Part replacement required to put the ACs in safe operation including of Consumable items shall be supplied & installed e.g. Compressor, Refrigerant Gas, Fan Belts, Capacitors, Thermostat, Fan Motor replacement / Rewinding, Air Filter, Fan blades, Motor Shafts, Motor Bushes, any type of Gas, Evaporator / Condenser Coil, Controller PCB, Copper Tubes, Switches, Relays, Consumable items, any plastic parts etc. **No extra payment whatsoever will be paid to contractor for AMC.**
- v) Four no. of quarterly visits shall be required for preventive maintenance.
- vi) Breakdown maintenance shall be done as and when required during the contract period i.e. there is no limit on no. of visits.
- vii) Maintenance of records for the maintenance work carried out.
- viii) All materials like nuts, bolts, washers, terminal clips/thimbles, cotton, kerosene oil, petrol cleaning agent, compressor oil, nitrogen gas for leak testing, lubricating oil, liquid soap and any other item required for maintenance shall be under the scope of the contractor.

**4.2**

**SPECIAL CONDITIONS:**

4.2.1

**Applicability:**

4.2.2

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

4.2.3

Besides the scope of work described in the above para at clause 4.1, the scope of work for the Air Conditioners is inclusive of but not limited to the following.

- a) Application of genuine spares duly approved by the Engineer Incharge before replacement/fitting etc.
- b) Deployment of required manpower as and when required at Jhamarkotra Mines.
- c) Maintenance of Log Books for maintenance work carried out. Maintenance of separate job cards for each machine, record of the date of servicing, job carried out, spares replaced.
- d) All the materials taken out of the mine premises for repair/replacement shall be through Gate Pass obtained from Central Stores of RSMML. Similarly, any item supplied shall be deposited into central stores.

- 4.3 **Special Conditions Applicable for maintenance of Air Conditioners:**
- 4.3.1 Only standard and genuine spares parts and materials as of make approved by the Engineer Incharge shall be used for smooth running of machines. The Contractor shall have to carry out the work within 48 hours of receipt of intimation even over phone on all working days in exigencies.
- 4.3.2 **Time Schedule for work:** The contractor will ensure the time schedule for servicing, repair and maintenance of machines and the work shall be done as per the priorities and time schedule given by the Engineer Incharge. During the operation period as soon as it is reported that the machine is down/stopped functioning. The complaint is required to be attended without delay in order to keep the machine in operation. The contractor will be responsible for attending the complaint and repairing the machine for the same for continuous operation. Complaints are to be rectified/repared within two days (48 Hours) from the date of complaint informed to the contractor by Engineer Incharge or his representative. In case the contractor fails to attend the work as per above schedule penalty will be imposed as per provision given in the tender.
- 4.3.3 **Insurance:** Before commencement of the work the contractor shall have to ensure that all the employees are covered by suitable insurance against any injury or death during execution of the contract.
- 4.3.4 The insurance policy should be continued till the completion of the contract period. The contractor will produce copy of the policy of the said insurance before commencement of work to the Engineer Incharge. It is expressly understood that the risk, cost and consequences of the failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his/their account. RSMML will not have any responsibility or liability thereof.
- 4.3.5 **Shifting:** Shifting being a part of maintenance during operational or off season period because of the following reasons:-
- a) Replacement due to breakdown
  - b) Change of location
  - c) Repairs
  - d) For reinstallation after repairs
- Smooth operational guarantee will not be considered separately for the purpose of payment. The contractor is responsible for necessary shifting under operational guarantee. The contractor shall also be responsible for transport, if required for the above purpose.
- 4.3.6 **Determination of Lowest Bidder (L1)**  
The lowest bidder shall be determined after “Totaling of the price offered at Sr. No. 1, 2, 3 at price bid i.e. in Form D”. i.e. Total offered prices shall be lowest.

**SECTION VI**  
**SUSPENSION, TERMINATION, FAILURE & COMPENSATION,**  
**FORCE MAJEURE & DISPUTE RESOLUTION**

**5.1 SUSPENSION OF WORK**

Head of the SBU & PC Rock Phosphate of RSMML may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at such time and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Head of the SBU & PC Rock Phosphate of RSMML to so proceed. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor proposes to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior orders from the Head of the SBU & PC Rock Phosphate of RSMML.

**5.2 BREACH, DEFAULT & TERMINATION OF CONTRACT**

5.2.1 The contract may be terminated without any notice by the Company, if the Contractor fails to commence the work within 15 days from the receipt of the LOA/work order. In such an eventuality the Bid Security and/or Security Deposit of the Contractor shall be forfeited.

5.2.2 If the Contractor fails to perform any of its obligations under the contract or commits breach of any of the provisions of conditions contained herein Head of the SBU & PC Rock Phosphate of RSMML and/or Engineer In Charge shall give seven days notice to the Contractor to rectify the default or breach or obligation beyond the stipulated period mentioned in the notice, the Company may without prejudice to the Company's right to claim damages for such breaches or defaults or non-performance of obligations, terminate the contract immediately provided that such termination shall not prejudice or affect the rights and liabilities of the either party arising up to the date of such termination.

5.2.3 If these operations or any other connected operations are prohibited/stopped by any legislation, tribunal, court award or an agreement or as a result of cancellation of the working rights/lease of the RSMML or uneconomical mining or lack of mineral deposits or by the DGMS on any account, it is mutually agreed that the contractor shall not claim any damages etc., whatsoever in the event of action taken by the RSMML under this sub/clause. No prior notice shall be necessary for termination of the contract under this sub-clause.

5.2.4 The RSMML shall have the right to review the performance of work done by the contractor from time to time or at such intervals as it may in its discretion decide. In case of unsatisfactory performance or committing breach of any of the terms and conditions of this contract, the RSMML, besides recovery of penalty for shortfall quantity, shall have the right to terminate the contract after giving fifteen days notice and forfeit the security money without prejudice to any other rights of the RSMML to claim damages, cost, losses, expenses charges etc., as may be attributed on account of the poor performance of the contractor.

5.2.5 Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to

- him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- 5.2.6 In the event of the contractor abandoning the execution of the contract work for a continuous period of fifteen days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 5.2.7 On occurrence of three defaults in a year in making payment to the workers/staff, etc., by due date as per terms of this tender, the contract may be terminated by the RSMML without giving any notice to the contractor and its security deposits, in that event, would be liable to be forfeited, without prejudice to the rights of the RSMML to recover such or any other dues from the contractor either from its bills/security and / or such other manner as may be deemed fit by the RSMML.
- 5.2.8 Also that the company in its absolute discretion may terminate the contract without assigning any reason by giving a notice of 60 days to the contractor. However, such termination shall not absolve either by party of their obligations and liabilities accruing upto date of termination.
- 5.3** **COMPENSATION**
- 5.3.1 If the contractor fails to attend the work as per Clause “Time Schedule for work”, the Contractor shall be liable to pay penalty / compensation at the rate of Rs. 300/- per day per job subject to a maximum of 10% of the value of the said job(s). The compensation will be payable on demand without demur or protest and without there being any proof of the actual loss or damage caused by such delay/breach. The Company at its discretion can adjust the same against the Security Deposit and/or Running Account Bill/s.
- 5.3.2 Besides, above the company may recover extra amount /expense on account of work done by making alternative arrangements at the cost and expense of the contractor and to recover from it the full difference of cost in making restoration of working up to the quantity of work allotted to the another agency.
- 5.3.3 However, compensation for defaults if any could be reduced or waived off if adequate justification or grounds exist for such a reduction or waiver based on the written request by the contractor for the same. Further if concerned Engineer In charge clarifies that any such default is due to valid constraints, compensation would not be imposed.
- 5.3.4 The compensation, if levied, shall be recovered immediately from the bills of the contractor.
- 5.3.5 Notwithstanding anything contained in above clauses herein above, the RSMML may require the contractor to improve the performance of work within seven days of the receipt of a notice by the RSMML and if the contractor fails to improve its performance on pro-rata basis within this period of seven days, then the RSMML may get the work done by other agency at the cost & risk of the contractor without any further notice.
- 5.3.6 The contractor shall be liable to pay to the RSMML all costs, damage, charges, losses, etc., suffered or incurred or occasioned or sustained by the RSMML or by any other third party due to the negligent act or omission or un-workmen like performance of the contractor or its workmen or due to the breach of any of the terms of the contract or failure to carry out the work in accordance with contract by the contractor or its workmen. The decision of the RSMML in this respect shall be final and binding on the contractor. The recovery for any amount under this clause may be effected by the RSMML either from any bill

or from the security deposit or set off against any other dues of the contractor, or by reference to an arbitrator, at the discretion of the RSMML.

5.3.7 The contractor shall make such satisfaction and pay compensation as may be assessed by a lawful authority in accordance with the law enforced on the subject for all damages, injury or disturbances which may be done by the contractor and shall indemnify and keep indemnified fully and completely, the RSMML against all claims which may be made by any person or persons in respect of any such damages, injury or disturbances and all cost and expenses in connection therewith.

5.3.8 Any amount due and payable to the contractor, including security deposit refundable to them under the contract, may be appropriated and set off by the RSMML against any claim or dues of the RSMML arisen or arising out of this contract or any other contract against the contractor.

#### 5.4 **FORCE MAJEURE**

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not be limited to lock-outs, notice/s from the Directorate of Mines Safety Office, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, on account of road blockage/storms and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event and in case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period, without any delay, partial failure/ interruption shall not be construed force majeure for this purpose and the same shall not affect in any way the performance of the Contractor under this contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

#### 5.5 **INDEMNITY**

5.5.1 The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract. The Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

5.5.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

5.5.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

## **5.6 DISPUTE & JURISDICTION**

5.6.1 The place of the contract shall be Jhamarkotra Mines, Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Head of the SBU & PC Rock Phosphate of RSMML shall be final and binding.

5.6.2 The contract shall in all respects to be and shall be construed as an Indian contract and in conformity with Indian laws, and shall be subject to the jurisdiction of courts at Udaipur in the State of Rajasthan and no other courts outside Udaipur in India shall have jurisdiction to try any suit or proceedings or petitions and or any other matter pertaining to, connected with and/or ancillary to this contract.

5.6.3 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

### **5.7 Interference with procurement process – (1) Whoever –**

- (a) interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or
- (b) interferes with procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or
- (c) engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- (d) intentionally influences any procuring entity or any officer or employee thereof or wilfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
- (e) engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- (f) engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process; or
- (g) intentionally breaches confidentiality referred to in Section 49 for any undue gain, Shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

#### **(2) A bidder who –**

- (a) withdraws from the procurement process after opening of financial bids;
- (b) withdraws from the procurement process after being declared the successful bidder;
- (c) fails to enter into procurement contract after being declared the successful bidder;
- (d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

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



**(On the letterhead of the tenderer)**  
**LETTER OF SUBMISSION OF TENDER**

FROM\_

DATE:

**To:**  
**The Group General Manager (Contracts),**  
**Rajasthan State Mines & Minerals Ltd.,**  
**4, Meera Marg**  
**UDAIPUR 313 004.**

**Sub:** Annual Maintenance Contract (AMC) for Air Conditioners at MPP Old & New Control room at IBP, Jhamarkotra Mines of SBU & PC: Rock Phosphate, Jhamarkotra Mines, Udaipur (Rajasthan)

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 06 /15-16/ Dated.13.07.2015**

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Bid Security of Rs 14,000/- (Rupees Fourteen thousand only) in the form of crossed Demand Draft in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below.  

D.D. No	Date	Name and Address of Bank	Amount
5. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.
6. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default there of the company shall have the right to forfeit the Bid Security amount and/or security deposit or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the \_\_\_\_\_ day of, \_\_\_\_\_ 20

**Signature of tenderers(s)**  
**With the seal of the firm.**

Witness  
Name & Address

(On the letter head of the tenderer)

FORM "B"

**GENERAL INFORMATION ABOUT THE TENDERERS**

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 06 /15-16/ Dated.13.07.2015**

1.	Name & full address of the tenderers with telephone/fax numbers etc.	
2.	Name of the Authorised contact person	
3.	Whether Proprietor/ Partnership /Company <b>1. In case of Individual</b> i) Name and nature of business ii) Date of commencement of business iii) Copies of last three year's Balance Sheet <b>2. In case of Partnership</b> i) Name of Partners ii) Whether the partnership is registered iii) Date of establishment of firm iv) Copies of last three year's Balance Sheet of the firm. <b>3. In case of Company</b> i) Amount of paid up capital ii) Name of Directors iii) Date of registration of company iv) Copies of last three year's Balance Sheet of the company.	
4.	Date of Incorporation (enclose partnership deed/ certificate of incorporation / Memorandum of Association & Article of Association)	
5.	PAN no.	
6.	PF no.	
7.	Any other relevant information	
8	Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch	

We hereby agree to abide by all the terms & conditions of the said tender notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Signature of Tenderers with office seal

Place :

(Indicate capacity of the Tenderers)

Proprietor/Partner/Manager/Director

(On the letter head of the tenderer)

FORM "C"

**EXCEPTIONS AND DEVIATIONS**

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 06 /15-16/ Dated.13.07.2015**

Tenderers may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

**Name and signature of Tenderers**

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

**FORM "D"**

**PRICE BID**

This part of tender should contain the 'PRICE BID' only and should be submitted in a separate sealed envelop super scribing on the envelop the tender No., Name and Address of the tenderer and indicating in bold letter 'PRICE BID' only. The Price Bid should be submitted, strictly in Performa as given below:-

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 06 /15-16/ Dated.13.07.2015**

**Name of Tender: Annual Maintenance Contract (AMC) for Air Conditioners at MPP Old & New Control room at IBP, Jhamarkotra Mines of SBU & PC: Rock Phosphate, Jhamarkotra Mines, Udaipur (Rajasthan)**

S. No.	Description	Annual Maintenance Charges	
		Rs. (in figures)	Rs. ( in words)
1.	Hitachi make Ductable Split Air conditioners 11.0 Tons Capacity “Takumi Series- PA0132ERD3”. <b>Quantity – 3 nos.</b>		
2.	Daikin make Ductable Split Air conditioners 10.4 Tons Capacity “FD 125” <b>Quantity – 3 nos.</b>		
3.	Advance Cooling make Panel Air Conditioners 4500 Watts Capacity. <b>Quantity – 4 nos.</b>		
<b>TOTAL</b>			

Signature of the tenderer with seal

**Note:**

1. In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
1. The rates quoted are for the “Scope of Work & Special Conditions of the Contract” detailed in the tender document at section - IV, inclusive of all applicable taxes, applicable service tax, duties and levies etc. The prevailing rate of Service tax is @14%.

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a PSU (except SBI)/ICICI/HDFC/AXIX Bank having its Branch office at Udaipur on non-judicial stamp paper of 0.1% of BG value)

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

Dated \_\_\_\_\_

This Deed of Guarantee made between \_\_\_\_\_ a Nationalised / Scheduled Bank, having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ 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) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor and agreement dated \_\_\_\_\_ entered into between RSMML and M/s. \_\_\_\_\_(Contractor), hereinafter called 'the said letter of Acceptance/agreement' 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 fulfilment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ ( Rs. \_\_\_\_\_) being equivalent to \_\_\_\_\_% of Contract value of Rs. \_\_\_\_\_.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor to stand as surety for payment of Rs. \_\_\_\_\_ as security deposit to the company subject to the following conditions.

- (i) 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 of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement 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.
- (ii) We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor 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 of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. 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. \_\_\_\_\_.
- (iii) 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 agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement 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/agreement have been fully and properly carried out by the said contractor 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), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

- (iv) 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 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 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. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or GGM(Phos) or any of the Directors shall deemed to be sufficient demand under this guarantee.
- (v) 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 of Acceptance/agreement or to extend time of performance by the said Contractor 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 and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor 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.
- (vi) 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 contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor 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.
- (vii) 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 and this guarantee shall be in addition to any such guarantees.
- (viii) We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (ix) 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.
- (x) 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 \_\_\_\_\_ 20.

**DECLARATION BY THE CONTRACTOR**

1. I/we do hereby confirm and declare that they have independently inspected Jhamarkotra Mines and ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.
2. I/we has also ascertained all such other information, whether technical/commercial or otherwise.
3. I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.
4. I/We do hereby agree and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated: -----

(Authorised Signatory)  
Name of the Designation/ Relationship of the  
authorised Signatory with the tenderer

Place: -----

AFFIDAVIT

I.....S/o  
..... Aged  
.....Years.....Resident of  
.....On behalf of the tenderer i.e.  
M/s ..... Hereby  
take oath and state as under:

- 1. That I/We have submitted a tender for  
.....
- 2. That I/We have gone through the terms & conditions of the tender document.
- 3. That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above tenderer / contractor).
- 4. That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent  
(Authorised signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed. So help me god.

Deponent  
(Authorised signatory)

Dated: -----  
Place: -----

(Authorised Signatory)  
Name of the Designation/ Relationship of the  
authorised Signatory with the tenderer



**Affidavit**

(on non judicial stamp paper worth Rs.10/-)

**Tender No. RSMM/ CO / GGM (Cont)/ Cont- 06 /15-16/ Dated.13.07.2015**

Name of Tenderer.....

I.....S/o Shri.....aged.....

Years, resident of.....on behalf of the tenderer i.e. M/s.....hereby undertake oath and state as under:-

1. I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
2. I/We have not been banned /suspended /de-listed by RSMML.
3. I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
4. I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
5. That we are registered under MSMED Act & registration number of the firm is..... (Copy enclosed) or that we are not registered under MSMED Act.
6. I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms & conditions of this tender and these are acceptable to we/us.
7. I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

**Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 Meera Marg, Udaipur – Raj – 313001 along with Tender fees, processing fees and Bid Security.**

**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.

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

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

**Declaration by the Bidder regarding Qualifications**  
**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... For procurement of  
..... in response to their Notice Inviting Bids No .....Dated  
..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public  
Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

The designation and address of the First Appellate Authority is –

Mines Department  
Government of Rajasthan,  
Jaipur

The designation and address of the Second Appellate Authority is –

Finance Department  
Government of Rajasthan,  
Jaipur

#### 1. **Filing an appeal**

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

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. **Appeal not to lie in certain cases**

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

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

#### 5. **Form of Appeal**

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

#### 6. **Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.

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

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

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

1. Particular of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal : .....(Supported by an affidavit)
7. Prayer:  
.....

Place .....

Date .....

Appellant's Signature