



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

(A Government of Rajasthan Enterprise)

SBU & PC-Gypsum, 2-Gandhi Nagar, Lalgarh, Bikaner (Raj)

Phone: 0151-2200171-75, Fax 0151-2523519/2202842

Web site: [www.rsmm.com](http://www.rsmm.com) e-mail: [mining.gyp@rsmm.com](mailto:mining.gyp@rsmm.com)

TENDER SCHEDULE No.

RSM/SBU&PC-GYP/CONT/MIS/13/2015-16,

Dated 06.11.2015

*FOR*

ANNUAL REPAIRS & MAINTENANCE OF COMPUTERS, PRINTERS, UPS,  
NETWORKING ETC. AT SBU & PC-GYPSUM, BIKANER.

TENDER SUBMISSION DATE: On or before 26.11.2015	
SUBMISSION TIME	: Up to 3.00 P.M.
DUE FOR OPENING ON	: 27.11.2015
OPENING TIME	: 3.30 P.M.

\*\*\*\*\*

TENDER DOCUMENT FEE (NONREFUNDABLE) –

Rs. 570/- (INCLUSIVE OF VAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

SBU & PC-Gypsum, 2-Gandhi Nagar, Lalgarh, Bikaner (Raj)

Phone: 0151-2200171-75, Fax 0151-2523519/2202842

Web site: [www.rsmm.com](http://www.rsmm.com) e-mail: [mining.gyp@rsmm.com](mailto:mining.gyp@rsmm.com)

RSM/SBU&PC-GYP/CONT(MIS)/13/2015-16

Dated 06.11.2015

## **NOTICE INVITING TENDER**

Sealed tenders in two parts (i.e. Part-I: Techno-Commercial part and Part-II: Price Part) are invited from manufacturer/ sole selling agent/ Authorized dealer/Authorized distributor/ Authorized supply house/ retailers as under:

Description	Estimated Cost	EMD (in Rs.)	Due Date of opening
Annual Rate Contract for repairing & maintenance of computers, printers, UPS, LAN, Internet etc. at SBU & PC-Gypsum, Bikaner as mentioned in the scope of work/ tender document.	Rs. 2.50 Lac	5000/-	12.11.2015

### **Pre-qualifying criteria:**

- i) The bidder should have turnover of Rs. 1.50 Lac or higher in any one year of preceding three years i.e. 2012-13, 2013-14 & 2014-15.

The offers received will be evaluated on the basis of pre-qualifying criteria, documents furnished by the tenderer in support of tender terms and/or information gathered by RSMML about the tenderer. The price offer of only techno-commercially acceptable tender(s) will be opened at a later date, which will be informed to eligible Tenderer(s) only. The decision of the Company shall be final and binding in this regard.

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

The tender document (non-transferable) can be obtained from the office of GGM(Gypsum) on the above address from date of NIT to **27.11.2016 up to 3.30 p.m.** on payment of non-refundable tender fee of Rs. 570/- (Rupees Five Hundred Seventy only), inclusive of VAT by Cash or Demand Draft / Pay Order in favour of RSMML payable at Bikaner. Alternately interested tenderer(s) may directly download the tender document from our **website [www.rsmm.com](http://www.rsmm.com)** and **[www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in)** and furnish their offer along- with the tender document fee in a sealed envelop as prescribed at clause no. 1.2(i) of sec-I of tender document, failing which their offer will not be considered.

The tender shall be received by the office of U/S on or before **26.11.2015 up to 3.00 p.m.** and Part I (Techno Commercial offer) of the tender will be opened on **27.11.2015 at 3.30 p.m.** in the presence of representatives of participant tenderers, who may like to attend the opening. The prescribed Earnest Money Deposit of **Rs. 5000/-** shall be payable by Demand Draft/Pay Order in favour of RSMML payable at Bikaner alongwith part I of tender as per provision mentioned in the document, without which no offer will be considered. RSMML is not responsible for postal delay or misplacement of offers. Fax /e-mail / telegraphic offers are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/ opening of tender without assigning any reason(s) at its sole discretion.

**Group General Manager(Gypsum)**

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

## SECTION – I

### INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER AND GENERAL TERMS & CONDITIONS.

- 1.1 One copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- 1.2 Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The part-I of tender should be furnished in all respect. The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super scribed tender no. as mentioned above.
- i) **Sealed Envelop No. 1 :-** This envelop should contain DD towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has been purchased from the office of GGM(Gypsum) and another DD towards requisite EMD as per provisions mentioned in the tender document. This sealed envelop should be superscribed ‘Tender Document Fee & EMD tender No. (as mentioned above).
- ii) **Sealed Envelop No. 2 :** This envelop should contain Part –I: Techno-Commercial BID alongwith all supporting documents (except the EMD & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part – I of tender No (as mentioned above).

The tenderer / bidder should give a declaration with Part – 1 of the offer that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be treated as non responsive.

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID) : This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelop should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer will be liable to be ignored.

#### 1.3 DELIVERY OF TENDER :

- i) The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission of tender happens to be a holiday, than tenders shall be submitted on the next full working day upto prescribed time.

- ii) **Delayed Tender:** Tender received after specified time & date of submission, but before specified time & date of opening of tender will be treated as delayed tender.
- iii) **Late Tender:** The tender received after specified due date & time of opening of tender will be treated as late tender and will not be considered at all.
- iv) RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

1.4 Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions.

1.5 Tenders other than on the prescribed lines, form and pattern described herein are liable to be ignored as it could make comparison erroneous.

1.6 Printed conditions on the back of letters originating from Tenderer will be ignored.

1.7 **Exceptions & Deviation:**

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in annexure - A and furnished alongwith part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" are liable to be ignored.

Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed & stamped by the tenderer.

1.8 **BEFORE SUBMITTING TENDER:**

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

1.9 **AUTHORITY TO SIGN TENDER :**

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

## 1.10 OPENING OF TENDERS

Tenders will be opened on the fixed date and time in the presence of tenderer or their authorised representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.

## 1.11 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days from the date of opening of tender within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/amendment/modification the earnest money deposited by the Tenderer shall stand forfeited. This validity period may be extended further if required by mutual consent from time to time.

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

## 1.12 EARNEST MONEY:

- A) The tenderer shall deposit a sum of **Rs. 5000/- (Rs. Five Thousand only) as Earnest Money** alongwith the tender by Demand Draft/Banker's Pay order. It should be in favour of RSMML payable at Bikaner except SBI. The DD should be valid for three months from the date of issue. Offers not accompanied with the Earnest Money Deposit will not be considered. Cheque or Bank Guarantee will not be accepted towards EMD.
- B) The EMD shall be forfeited in the following cases:
- i) If the tenderer withdraw, amend or modifies the offer on its own after submission of tender.
  - ii) If it is established that tenderer has submitted any wrong information/ forged document alongwith the tender or thereafter.
  - iii) If the tenderer declines to accept the order placed by the Company, subsequent to acceptance of his offer.
- C) The demand draft/Pay order furnished by the tenderer towards EMD in original will be returned to disqualify tenderer at the earliest and of unsuccessful tenderer will be returned after finalization of tender/validity of the offer has expired. EMD of successful tenderer will be refunded after supply of items by the L-1 bidder.
- D) The earnest money of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit for the fresh tenders. However, the earnest money originally deposited may be taken into consideration in case tenders are re-invited.

### 1.13 **COMPENSATION FOR DELAYED COMPLETION:**

In the event of the tenderer fails to give his services as per specifications, scope of work, terms & conditions as given in tender document within 15 days from the date of AMC Contract letter, the Company shall be entitled at its option either to recover from the tenderer as agreed compensation @ 0.50 % of the contract value per week delay with maximum limit of 02% of the value of contract or after four weeks delay the contract may be terminated on 15 days notice with forfeiture of EMD.

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

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

### 1.15 **SECURITY DEPOSIT :**

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, the tenderer/ contractor will have to furnish, **Security Deposit @10% (Ten percent) of the total value of the contract or Rs. 25000/- whichever is higher** to RSMML by Demand Draft or in the form of Bank Guarantee from any Nationalised / Scheduled Bank except SBU having its branch at Bikaner within 15 days from the date of issue of AMC/ Work Order. The SD should be valid for a period of two years and A grace period of 6 months in excess of the contract period.
- ii) If the contractor fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company, the BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv) The S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is made to the contract.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.

#### **1.16 ASSIGNMENT:**

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

#### **1.17 INDEMNIFICATION:**

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

#### **1.18 TERMINATION :**

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

#### **1.19 FORCE MAJEURE:**

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of



Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

**1.20 JURISDICTION:**

The contract is subject to the jurisdiction of courts of Bikaner in the state of Rajasthan.

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place  
Date

## SECTION –II

### SPECIAL CONCITIONS OF CONTRACT:

#### 2.1 SPECIFICATIONS :

The AMC work involves the annual repairs and maintenance of computers, UPS, Networking etc. At SBU & PC-Gypsum, Bikaner as mentioned in the scope of work/ tender document.

#### 2.2 SCOPE OF WORK:

- i) Repairing & Maintenance of computers, printers, UPS and local area networks/ internet etc. at SBU & PC-Gypsum, Bikaner i.e. our Bikaner Office and various mines on day to day call basis.
- ii) In case of replacement/ addition of any parts of the computers, printers, UPS and networking, the prevailing market rates shall be reimbursed to the contractor along with the call charges. For which the separate bills of parts have to be raised by the contractor.
- iii) The parts should be of standard national/ multinational brands and with due satisfaction of proper working and long lasting.
- iv) One call will be considered for attending the one computer system for any of the problem like CPU/ Printer/ UPS/ Networking etc.
- v) The call charges offered, shall be inclusive of all taxes and levies etc. whatever applicable for entire period of contract, but exclusive of Service Tax. The applicable Service Tax shall be reimbursed @50% of each call charges bill subject to furnishing of the Service Tax deposition challans by the contractor and the remaining 50% of Service Tax is the liability of RSMML and hence, the same would be deposited by RSMML separately.
- vi) No extra charge will be paid, if the computer/ equipment need to bring at the workshop of the AMC contractor.
- vii) Old/ replaced parts/ batteries etc. have to be refunded/ deposited with the company as an evidence of the work and the contractor will not claim to hold such parts/ items.
- viii) The bills shall be raised on monthly basis **in duplicate copies** along with the call attending report signed by the concerned employee/ office and the same shall be reimbursed in the due course to the party.

#### 2.3 QUANTITY & PERIOD :

1. The AMC contractor has to attend the calls for repairing & maintenance work of computers and its related items preferably within one hour of the call made by the concerned Officer In-charge/ employees.
2. The no. of calls may be one or more in a day and may not be any calls in some days, when the complaint does not arise. The contractor will not deny the work on the above basis.
3. The **period of AMC contract will be two years** from the date of the award of the contract. And no extension would be permissible in any case.

## 2.4 SUPPORTING DOCUMENTS:

The Tenderer should furnish the following supporting documents along with offer:

- i) One complete set of tender document as issued duly filled, sealed & signed on each page by the tenderer as a token of acceptance of specification, terms & conditions of tender.
- ii) Tender document fee.
- iii) Demand Draft of Earnest Money Deposit in a manner specified in tender.
- iv) Detailed specifications and illustrated catalogue and specific technical information about the offered Computer Consumable Items alongwith detailed drawing / plan etc.
- v) TIN No.
- vi) PAN No.
- vii) Service Tax No.
- viii) Undertaking that no condition is mentioned in the price bid.
- ix) Relevant attested copies of audited balance sheet/P& L A/C of FY 2012-13, 2013-2014 and 2014-2015.
- x) Declaration with Part – 1 of the offer that tenderer has not been banned/suspended or de-listed by RSMML.
- xi) Dully filled-up Annexure A, B, C, D, E & F alongwith Part-I of tender and Price Bid in separate sealed envelope.
- xii) Documentary evidence in support of authorized dealers of the tendered items, if so.
- xiii) Any other relevant document, if any.

Note: Each & every page of document furnished by the tenderer along with tender should be duly signed & sealed by authorised person of tenderer.

## 2.6 GUARANTEE/ WARRANTY:

1. The contractor shall warrant that the work done by him on a call is perfect and if any complaint arises within the same day or next day the same call shall be considered and no extra remuneration will be paid for such kind of occurrences.
2. If the part is replaced/ new part provided by the contractor; the same shall be under warranty for the period which is given by the OEM and if the part required to be changed within this period, the same shall be changed free of cost by the contractor.

## 2.7 Price Offer :

- i) Price offer shall be quoted as per Annexure- F of the tender.
- ii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
- iii) The price quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.
- iv) The delivery of Computer Consumable Items shall be inclusive of all taxes, VAT etc.
- v) Entry tax, if any, leviable by Govt. of Rajasthan will be borne & paid by tenderer.

## 2.08 VARIATION:

- i) Escalation on Government Taxes & Duties: The tenderer will indicate in his offer the applicable taxes & duties at the time of opening of tender. In the event of any increase/decrease in the taxes & duties which are directly reflected in the tenderer's

invoice by the Government within the delivery period, the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The subsequent increase shall be payable only on the production of authentic documentary proof by the tenderer.

- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices.

## **2.09 DETERMINATION OF LOWEST BIDDER :**

- a) The work shall be awarded to the party who offered Lowest rate for supply of all items in totality shall be considered as lowest one bidder. Separate rate offer for separate location shall not be considered.
- b) In the event the company does not find the lowest rate offer, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

## **2.10 RSMML's RIGHT:**

The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in these regard shall be final and binding.

- a) to reject any or all the tenders received.
- b) not to accept the lowest rate offer.
- c) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- d) to increase/ decrease the number of Computer Consumable Items on prorated basis and to change location of Computer Consumable Items.
- e) to accept the tender for total scope of work or part thereof.

As a result of such change the Company will not entertain any claim of supplier whatsoever.

## **2.11 Evaluation of Tender:**

### Pre-qualifying criteria:

- i) The bidder should have turnover of Rs. 1.50 Lac or higher in any one year of preceding three years i.e. 2012-13, 2013-14 and 2014-2015.

The offers received will be evaluated on the basis of pre-qualifying criteria, documents furnished by the tenderer in support of tender terms and/or information gathered by RSMML about the tenderer. The price offer of only techno-commercially acceptable tender(s) will be opened at a later date, which will be informed to eligible Tenderer(s) only. The decision of the Company shall be final and binding in this regard.

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

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

## **2.12 AWARD OR SPLIT OF WORK**

The decision of L-1 bidder in the tender shall be based on the following conditions strictly mentioned in the Price Offer below the items listed:-

- i. The work will be awarded to the bidder who offered lowest price for work and if two bidders quote the same rates, then the work shall be equally distributed/ awarded to that bidders.
- ii. The price offered by the bidder will be inclusive of all taxes, service tax, transportation charges up to supply places, supply charges etc. And for services at our Bikaner Office.

## **2.13 INDIAN / INTERNATIONAL STANDARD :**

The offered specification by the tenderer should be based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to International standards

## **2.14 MODE OF SERVICES**

The successful bidders will be awarded the AMC work on the rates, terms & conditions of the contract. The contractor has to submit the bills in duplicate as per the work done by him.

## **2.15 PAYMENT OF BILLS:**

The payment of bills shall be made to the contractor on monthly basis on submission of duly verified bills in duplicate and separate for call charges and parts replacement charges, in the office of RSMML within the fortnight of the date of submission preferably through RTGS mode for which the bidder has to submit his bank details in the proforma provide within the tender document.

The supplier has to give receipt of payment made by RSMML on his letter head duly signed and sealed.

## **2.16 PATENTS :**

Tenders shall warrant that Computer Consumable Items delivered hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

## **2.17 CLOSING OF THE CONTRACT :**

The contract shall be closed after completion of one year of the contract period. The contractor shall submit the letter of no pendency of work/ guarantee/ warrantee of items against the supplies made by him issued by Engineer Incharge/OIC of the contract.

The contract shall be closed on fulfillment of all the requisite formalities and the Security Deposit shall be released along with the closure of contract.

**DECLARATION**

We/ I have carefully read and understood the above Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place :

Date

***Exceptions and Deviations***

No. RSMM/SBU&amp;PC-GYP/CONT/MIS/13/2015-16,

Dated 06.11.2015

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

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

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

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of tenderer with official stamp

Date:

Place:

No. RSMM/SBU&amp;PC-GYP/CONT/MIS/13/2015-16,

Dated 06.11.2015

**GENERAL INFORMATION ABOUT THE TENDERER**

Name & address of the tenderer with telephone No., FAX, E-mail nos. etc.	
Name of the authorized contact person	
Whether proprietor/partnership/ Company	
Date of incorporation (enclosed partnership deed/certificate of incorporation)	
Name of Partners/Directors	
PAN no.	
Service Tax No.	
TIN no.	
Service tax Reg. no.	
MSMED Act. Registration no., if any.	
Turnover in Rupees (indicate the figures of last five financial years)	
Name & address of the banker	
If the tenderer is in any other business, please specify.	
Are you exempted from paying , custom Duty/ excise Duty/Sales Tax.	
Any other relevant information.	

Signature of tenderer with official stamp

Date :

Place



No. RSMM/SBU&PC-GYP/CONT/MIS/13/2015-16,

Dated 06.11.2015

***Declaration for Registration under Micro, Small & Medium Enterprises Development Act, 2006 (if applicable)***

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_ (Yes/NO)

2. If yes, please furnish the declaration given below.

We (Name of Tenderer \_\_\_\_\_), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium )Enterprises.

3. Enclose attested copy of registration certificate.

4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

No. RSMM/SBU&amp;PC-GYP/CONT/MIS/13/2015-16,

Dated 06.11.2015

**CHECK LIST**

(While submitting the tender, each column should be filled by the tenderer. In case, any column does not relevant it should be marked as 'not applicable' )

Sl .	Particulars	Agreed /Provided	Deviation in case of not agreed
1	One complete tender set duly signed & sealed as token of acceptance		
2	Earnest Money Deposit		
3	Tender document fees		
4	Validity of tender/ price offered <b>120 days</b>		
5	Guarantee/ Warranty.		
6	Authorization certificate of manufacturer, incase tenderer is a dealer		
8	Tin No.		
9	PAN No.		
10	Scope of work		
11	Specifications		
12	Technical leaflets		
13	Attested copies of audited balance sheet/P&L A/C of FY 2012-13, 2013-14 & 2014-2015		
15	Documentary evidence in support of two year experience of manufacturing Computer Consumable Items.		
16	Copies of PO towards supply of 10 nos. Computer Consumable Items in last preceding five yrs.		
18	Drawing /Soft copy of offered Computer Consumable Items		
19	Declaration that tenderer have not been banned/suspended.		
20	Undertaking that no conditions has been mentioned in the price-bid.		
22	Acceptance of all clauses of tender documents.		
29	Exception & Deviation		
30	Work completion period		
31	Indian/International Standard clause		
32	Dully Filled up annexure A B,C ,D, E & G, V, VII, VIII, IX along with Part-I of tender and Proforma of Price Offer (non-negotiable) as Annexure F with the Part-II i.e. Price part.		
42	Any Other relevant Documents		

Signature of Tenderer with official stamps

Place ;-----

Date : -----

No. RSMM/  
GYP/CONT/MIS/13/2015-16,

SBU&PC-  
Dated 06.11.2015

***Details of past experience***

{To be submitted with Part-1 of the offer (Techno- commercial part)}

**List of order(s) executed in last preceding 5 years**

S. No.	Name & Address of the Purchaser	Order No. & Date	Brief Description of the Computer Consumable Items	Nos. of Computer Consumable Items supplied
01				
02				
03				
04				
05				

Note: Essentially enclose copies of Purchase Orders and / or Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

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

No. RSMM/SBU&amp;PC-GYP/CONT/MIS/13/2015-16,

Dated 06.11.2015

**Performa for Price offer**

Subject:- Tender for Annual repairs and maintenance of computers, UPS, Networking etc. at SBU & PC-Gypsum, Bikaner as mentioned in the scope of work/ tender document.

Name of manufacturer/ sole selling agent/ Authorized dealer/Authorized distributor/  
 Authorized supply house/ retailer

---



---



---

DESCRIPTION OF WORK	Unit	Call Charges (Rs.)
Annual repairs and maintenance of computers, UPS, Networking etc. At SBU & PC-Gypsum, Bikaner as mentioned in the scope of work/ tender document.	Per Call	Rs..... (in Figures)  Rupees..... (in Words)

Note:-

- i. The work will be awarded to the bidder who offered lowest price but, in case different bidders quotes L-1 rates, then the work shall be equally distributed to the bidders.
- ii. The above rates are exclusive of the cost of parts, in case computer parts are to be replaced/ new parts provided. The cost of the parts shall be reimbursed separately as per the prevailing market rates.
- iii. The price offered by the bidder will be inclusive of all taxes, levies, transportation charges etc. up to supply places, supply charges etc., But, shall be exclusive of Service Tax, which shall be reimbursed @ 50% of applicable Service Tax and the remaining @ 50% of Service Tax shall be directly paid by RSMML, as per rules.

Date:-----

Place:-----

Signature of bidder With Seal

To,  
GGM(Gypsum),  
RSMML, Bikaner

**Subject: Request for Payment through RTGS.**

Ref.:- Tender No. : RSMML/SBU&PC-GYP/CONT/MIS/13/2015-16 dated 06.11.2015.

Dear Sir,

**We request to remit our due payment through RTGS/NEFT Bank Details are given below-**

<b>Name of Beneficiary*</b>	
<b>Bank Name</b>	
<b>Branch Name</b>	
<b>Branch address</b>	
<b>Account No</b>	
<b>Account Type (Current/Saving/Cash credit)</b>	
<b>Beneficiary's Bank Branch's IFSC Code</b>	
<b>Email id of the beneficiary</b>	
<b>Mobile No. of Beneficiary</b>	

**A cancelled cheque is enclosed.**

**Authorized Signatory**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by a PSU Bank(except SBI) /ICICI/Axis/HDFC having its Branch office at Bikaner on non-judicial stamp paper of value 0.1% of BG amount or Rs.200/- whichever is higher)

B.G. \_\_\_\_\_ Dated 00.00.2015

This Deed of Guarantee made between \_\_\_\_\_ a PSU Bank (Except SBI) /ICICI/Axis/HDFC, 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 & 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, SBU&PC-Gypsum office at 2- Gandhi Nagar Scheme, Bikaner 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 include its successors and assignees (hereinafter called the Contractor) from the demand under the terms and conditions of letter of intent 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 intent/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provisions thereof, of cash security deposit for the due fulfillment by the said letter of intent/ agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) being equivalent to \_\_ % of Contract value of Rs. \_\_\_\_\_.

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any terms and/or conditions contained in the Letter of Intent/ 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.
2. 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 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 Intent/ agreement by reason of the said contractor's failure to perform the covenants contained in said letter of intent/ 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. \_\_\_\_\_.
3. 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 discharges or till the company certifies that the terms and the conditions of the said Letter of Intent/ 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.

4. 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 Bikaner branch office under the signatures of the company's Financial Advisor and/or Head of SBU&PC-Gypsum or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. 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 Intent/ agreement or to extent 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 Intent/ 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 fore bearance 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.
6. 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 not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with 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.
7. 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.
8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. 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.
10. For the purpose of enforcing legal rights in respect of this guarantee Bikaner 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 \_\_\_\_\_ date of \_\_\_\_\_

**Compliance with the Code of integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

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

**Conflict of Interest:**

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or



- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

**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

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

- (1) Mines Department  
Government of Rajasthan,  
Jaipur
- (2) 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)

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.....

### **Additional Conditions of Contract**

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

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

#### **2. Procuring Entity's Right to Vary Quantities**

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