



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Phone: 0141-2227938, 2227947 Fax: 0141-2227360, 2227761

E-mail: rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in, Web: www.rsmm.com

Registered Office : C-89-90, Jan Path, Lal Kothi Scheme, Jaipur

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

e-TENDER DOCUMENT

FOR

**Renovation Work of two (02) Elevators with
comprehensive Annual Maintenance Contract (AMC) for
three (03) years of RSMML Ltd. at Khanij Bhawan, Tilak
Marg, Jaipur office**

e-Tender No. F.9(1)14/2015/35

Dated: 25.04.2018

**Issued by
Manager (P&A-Contract),
RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)**

Cost of e-Tender Document including GST (Non-Transferable & Non-Refundable)	Rs.1180/-
Processing Fee	Rs.500/-
Period of online availability of Tender Document.	From 26.04.2018 to 25.05.2018 upto 5:00 P.M.
Last date and time of uploading the documents and submission of bid online.	25.05.2018 upto 5:00 P.M.
Last date of physical deposition of EMD, Cost of Tender Document, Processing fees and requisite original Documents/Affidavits etc. with duly filled Tender Document.	25.05.2018 upto 3:00 P.M.
Online opening of Bid (Part-I).	On 28.05.2018 at 11:30 A.M.

Registered Office:

C-89-90, Jan Path, Lal Kothi Scheme,
Jaipur -302 015 (Rajasthan)
Phone : 0141-2743734
Fax : 0141-2743735

Corporate Office:

4, Meera Marg, Udaipur-313001 (Rajasthan)
Phone: (0294) 2527211, 2428763-67
Fax : (0294) 2428770, 2428739
(CIN No. U14109RJ1949SGC000505)

SBU & PC - Lignite,

Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005 (Rajasthan)
Phone: 0141 - 2227949, 2227627
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Dated: 25.04.2018

Detailed Notice Inviting Tender

E-Tenders in two parts (Part-A: Techno-Commercial Bid and Part-B: Price Bid) are invited for following work at our office at Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) from reputed contractors:-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Modernization of existing OTIS make 13 Passenger Two no. of Lifts installed at RSMML Ltd., Khanij Bhawan, Jaipur with providing & fixing of microprocessor based AC variable voltage variable frequency control system suitable for existing lift & stops, automatic rescue device and other lift accessories / works including hoisting ropes as mentioned in the Scope of Work etc. (as per details mentioned in Section-II) with comprehensive Annual Maintenance Contract (AMC) for three (03) years (as per details mentioned in Section-III).	27.00 Lac	4 months	54,000/-
Cost of e-tender is Rs. 1180/- (including of GST) payable by D.D./Banker's Cheque in favour of "RSMML Ltd, Jaipur".			
E-Tender processing charges	D.D./Banker's Cheque of Rs.500/- in favour of M.D., R.I.S.L. payable at Jaipur.		
Period of online availability of Tender Document.	From 26.04.2018 to 25.05.2018 upto 5:00 P.M.		
Last date and time of uploading the documents and submission of bid online.	25.05.2018 upto 5:00 P.M.		
Last date of physical deposition of EMD, Cost of Tender Document, Processing fees and requisite original Documents/ Affidavits etc. with duly filled Tender Document.	25.05.2018 upto 3:00 P.M.		
Online opening of Bid (Part-I).	On 28.05.2018 at 11:30 A.M.		

The tenderer can download the tender from our website www.rsmm.com and eproc.rajasthan.gov.in and sppp.rajasthan.gov.in. The tenderer shall be pre-qualified on the basis of the following criteria

Pre-qualification criteria:

- 1) Tenderer should have experience of successfully execution of the work of renovation (manufacturing, supply & repair) of Elevators establishing.
- 2) Tenderer should have minimum turnover of Rs. 13.50 Lac in any one of the last three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 in tenderer's name.

The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

The Tenderer should submit duly attested copy of “Work Completion Certificate” and attested copy of balance sheets (CA Certified) in support of turn-over.

The tenderer 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.

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

Manager (P&A-Contract)

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 - I

Instructions for preparation, submission of e-Tender and General Terms & Conditions

1. INSTRUCTIONS TO THE TENDERER & GENERAL CONDITIONS

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to Group General Manager (Lignite), RSMML, Khanij Bhawan, Tilak Marg, Jaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the Manager (P&A-Contract), RSMML, Khanij Bhawan, Tilak Marg, Jaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer 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 tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates 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 contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer 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 Contractor 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
- viii. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

2. GENERAL INSTRUCTIONS FOR FILLING THE e-TENDER

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.

- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e-Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.
- viii. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- ix. 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.
- x. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- xi. Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- xii. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.
- xiii. Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted / uploaded along with the techno-commercial bid or any information / document is found to be false / fabricated / misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

3. **e-TENDERING PROCESSING CHARGES**

- a) The bidder submit a non-refundable processing charge of Rs. 500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD, RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of Manager (P&A-Contract), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

4. **TENDER DOCUMENT FEE**

The Tender document fee as mentioned in the NIT shall be paid by way of D.D./Banker's Pay Order in favour of RSMML payable at Jaipur.

5. **ONE BID PER TENDERER**

Each Tenderer shall submit only one Tender, either individually or as a partnership firm or a private/public limited company or a co-operative society.

6. **COST OF BIDDING**

The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

7. **SUBMISSION OF TENDERS**

The tenders shall be submitted online as prescribed above in the tender document. The “*Techno – commercial Bid*” (Form ‘A’) should contain the following:

- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iii) Copy of PAN card & G.S.T. Registration Number.
- iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- v) Undertaking that no condition is mentioned in Part II ‘Price Bid’ (Form ‘B’) and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer.
- vi) Undertaking/affidavit as per Form ‘B’ & ‘C’ given in tender document.

8. **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- (i) In case an intending tenderer require any clarification in connection with, or any point covered in the tender documents, they are advised to send their queries/clarifications addressed to the Manager (P&A-Contracts), RSMML, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) Fax No. 0141-2227761, so as to reach him at least seven (7) days before the scheduled date of submission of bid . A copy of this communication should also be endorsed to the tender issuing authority.
- (ii) The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- (iii) Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

9. **PRE-QUALIFYING CRITERIA**

The tenderers shall be pre-qualified on the basis of the following qualifying criteria:-

- i) Tenderer should have experience of successfully execution of the work of renovation (manufacturing, supply & repair) of Elevators establishing.
- ii) Tenderer should have minimum turnover of Rs. 13.50 Lac in any one of the last three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 in tenderer’s name.

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 bid. 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.

10. **PART-II Price Bid’ (BOQ)**

- (a) The ‘Price Bid’ shall be submitted online in the prescribed BOQ format only (Form ‘D’). It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- (b) The tenderer is also requested to quote the AMC rate for a period of three (03) years after completion of warranty period of one year.
- (c) The rates are to be quoted in Rupees as per the price format.

- (d) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification (Section-II & Section-III) of the tender document.
- (e) Rates to be quoted for in BOQ i.e. renovation work of Elevators and Annual Maintenance Contract for three years of these Elevators separately.

11. DEADLINE FOR SUBMISSION OF BIDS

The Company may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

12. LATE BIDS

No bid will be accepted by the Company after the deadline prescribed in NIT due to any reason whatsoever.

13. BID SECURITY DEPOSIT

- (i) Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque (having validity of three months) in favour of "Rajasthan State Mines and Minerals Ltd." payable at Jaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial Bid. Offers without Earnest Money Deposit are liable to be rejected / ignored.
- (ii) The Earnest Money Deposit shall not bear any interest.
- (iii) The Earnest Money Deposit of the successful tenderer can also be appropriated towards Security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.
- (iv) Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.
- (v) The Earnest Money Deposit shall be forfeited in the following cases :
 - a) If the tenderer withdraws or modifies the offer during the validity period of the offer.
 - b) If the tenderer does not submit the prescribed security deposit in the prescribed time period.
 - c) If the tenderer does not execute the work in specified time.
 - d) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
 - e) If the tenderer does not commence the work within the stipulated period and also does not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.
 - f) If the tenderer breaches any term mentioned in the tender document.

14. SECURITY DEPOSIT

- a. As security for the due, proper and faithful fulfilment of the obligation under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee equal to 10% of the total value of the order (for renovation work of these Elevators) and equal to 10% of the total value of A.M.C. for three years (for Annual Maintenance Contract of Elevators) by way of D.D./Pay Order or in the form of Bank Guarantee in RSMML's proforma (**Annexure-E**) from any public sector/HDFC/ICICI/Axis Bank (except SBI) having their branches at Jaipur within 30 days of the issuance of Letter of Acceptance (LOA) / Detailed Letter of Acceptance (DLOA). No amendment in this format shall be acceptable to the company. The BG shall be issued on Non – judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- or as per prevailing stamp duty act as on the date of issuance of BG. The Bank Guarantee shall be valid for the entire contract period and/or extended period including defect liability period of one year, plus a grace period of six months.
- b. Security Deposit / Performance Guarantee for Annual Maintenance Contract of Elevators (A.M.C.) should be valid for a period of three (03) years w.e.f. the date of commencement of A.M.C.

- c. The entire Security Deposit shall be refunded after the expiry of warranty & defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered “No claim and No Dues Certificate” to the Company.
- d. 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 fulfil the contractual obligations or fail to settle in full, his dues to the Company.
- e. In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amount of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- f. No interest is payable on S.D. amount.

15. OPENING OF THE TENDER

- (i) The Techno-Commercial Bid of the offer will be opened as per NIT .
- (ii) 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.

16. EVALUATION OF TECHNO-COMMERCIAL BID

- (i) The techno-commercial bids of substantially responsive tenderer’s will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- (ii) If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- (iii) The tenderer shall be prepared to furnish clarification / information and attend meetings / discussion as required by the company from time to time.
- (iv) Price Bid (Part II) only of techno-commercially acceptable tenders shall only be opened.

17. DETERMINATION OF LOWEST TENDERER :

The lowest tenderer shall be determined on the basis of total price of renovation work of two (02) Elevators and AMC which includes basic price, all taxes & duties, transportation charges and any other delivery charges etc. till completion of the work including G.S.T.

- (a) The lowest tenderer shall be determined on the basis of total amount of price quoted for complete renovation work of two (02) Elevators, less buy back price of old items plus NPV of AMC charges quoted for three years.
- (b) For determination of lowest bidder, rates without GST shall only be considered. Bidders should quote rates without GST only. However bidders are required to quote GST amount in BOQ also and also provide the details of applicable GST rate, HSN/SAC code and GST amount charged separately in their offer.
- (c) The price offer should include basic price, transportation/ delivery charges, installation and commissioning charges, labour cost, warranty charges, any other levies/duties/fees etc. for complete work but without GST.
- (d) The year-wise net present value (NPV) of AMC for three (03) years would be worked out by discounting @ 12% (twelve percent) per annum to arrive at the total cost AMC. In the price bid (BOQ), discounting factor of each year has been mentioned in quantity column. Therefore, only AMC charges shall be quoted and the same shall be multiplied by discounting factor for computing NPV of the AMC amount of each year.

18. VALIDITY

Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120 days is

liable to be rejected. The tenderer on its own shall not during the said period of 120days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

19. EXCEPTIONS AND DEVIATION

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

20. NEGOTIATIONS

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

21. CORRECTION OF ERRORS

Price Bid (Part – II) (Online BOQ) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.
- d) The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.

22. ADDENDA/CORRIGENDA

- (i) Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- (ii) Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

23. TAXES / G.S.T.

The tenderer shall quote the rates as follows :-

- i) The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). Goods and Service Tax will be paid extra as per specified rates in the Act/Rules. However, the rates will be

inclusive of any other Levies and duties, as applicable on this contract (up to last date of submission of bid).

- ii) The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/or from Security deposit, as the case may be.
- iv) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/or from Security deposit, as the case may be.
- v) Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period.”
- vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that “as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us.”

24. RATES & TAX DEDUCTION AT SOURCE

All taxes/duties/levies as are applicable exclusive of G.S.T. should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. RSMML will reimburse/recover at actual any tax/duties which are imposed/increased/withdrawn/decreased after the date of submission of offer & are directly applicable to this contract and payable by the contractor/recoverable by RSMML, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

25. PROCESS TO BE CONFIDENTIAL

- (i) Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company’s processing of Bids or award decision may result in rejection of his bid.
- (ii) The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

26. SIGNING OF THE CONTRACT AGREEMENT

- (a) The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- (b) The contract agreement shall consist of –
 - i) An agreement on non-judicial stamp paper of appropriate value as per government directives.
 - ii) Tender document, along with the addenda/corrigendum, if any.
 - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

27. **REFUSAL / FAILURE**

In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

28. In compliance of The Rajasthan Transparency in Public Procurement Act, 2012 and The Rajasthan Transparency in Public Procurement Rules, 2013; following annexure have been enclosed with the tender document:-

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

Annexure B : Declaration by the Bidder regarding Qualifications.

Annexure C : Grievance Redressal during Procurement Process and Form No. 1.

Annexure D : Additional Conditions of Contract.

29. **AWARD OF THE CONTRACT**

The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement within a period of 30 days from the date of DLOA on the prescribed format at contractor's cost and expenses, which shall consist tender document, DLOA /work order. The Performa shall be provided by the RSMML (Form 'E').

30. **RIGHTS OF COMPANY**

The Company reserves the right -

- i) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantity and period of contract, without any additional obligation on it upto 50% of the quantity of the individual items and 50% of the value of original contract in case of works.
- iv) Not to carry out any part of work.
- v) To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

31. **RIGHT TO REVIEW PERFORMANCE**

- a. The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract & forfeiture of security deposit.
- b. The company shall also have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

32. **TERMINATION OF THE CONTRACT**

- a. In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 15 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 contractor of the liabilities accruing till the date of such termination.

- b. The contract may also be terminated in the event the contractor 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 contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor 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.

33. **LEGAL & STATUTORY OBLIGATIONS**

- a. The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- b. The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act , RTPP Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- c. The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.
- d. The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.
- e. The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- f. In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- g. The contractor shall have to obtain and produce the licence as applicable before starting the work.
- h. The contractor shall insure all the workmen & submit the copy of WC policy to RSMML.
- i. The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.

34. **OTHER RESPONSIBILITIES OF CONTRACTOR**

- a. The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work, alongwith all safety (procedure/equipments) Helmet, Safety Belt etc.
- b. The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- c. The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligations.
- d. The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.
- e. Safety & discipline of the labour/ workers staff employed by him.
- f. The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

35. **RISK & COST**

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfilment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

36. **PERFORMANCE GUARANTEE / WARRANTY**

It is enjoyed upon the contractor to execute quality work thereby ensuring trouble free operation of the lift for One year. All electrical / electronic and mechanical mechanism of Lifts shall be covered under warranty period for One year and shall be repaired or replaced by the contractor as directed by engineer in charge. Guarantee / Warrantee period shall reckoned from the date of handover of the lift.

The tenderer shall Guarantee/Warranty for satisfactory performance of the Elevators for a period of twelve (12) months from the date of successful installation.

37. **DISPUTE & JURISDICTION**

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

38. **UNDERTAKING:**

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 and have signed each page of the tender document as token of acceptance of all terms & conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.

Signature of Tenderer with name & address.

SECTION - II

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. **SCOPE OF WORK** – Modernization of Existing OTIS make 13 Passenger 02 (Two) no. of Lifts installed in RSMM Ltd., Khanij Bhawan office at Jaipur.
 - i) The scope of work shall cover Modernization of Existing OTIS make 13 Passenger, 02 (Two) no. of Lifts installed in RSMM Ltd., Khanij Bhawan office at Jaipur.
 - ii) The bidder shall inspect the site and existing position of lift before quoting the rates.
 - iii) **Works Involved regarding modernization of lift.**
 - A. Providing and fixing of new microprocessor based variable voltage variable frequency drive controller suitable for existing lift, stops and new ARD system. Duplex full collective operation. The make of drive controller should be either Yashkawa, Fuji Japan, ABB, Schneider, Allen Brodley, Siemens, Monarch, Damfan.
 - B. Providing and fixing of new Automatic Rescue Device suitable to existing lifts with Batteries.
 - C. Providing and fixing of main suspension ropes and OSG rope. (Make= Usha Martin).
 - D. Providing and fixing of new luminous hall buttons and digital car position indicator with scrolling display having stainless steel face plates and suitable for Duplex full collective operation.
 - E. Providing and fixing of new car operating panel suitable for existing stops having stainless steel face plates.
 - F. Refurnishing the existing complete Cabin with fixing of inside panel of Stainless. Steel Moon Rock/Scratch proof finish.
 - G. Providing and fixing of battery operated alarm bell and emergency light.
 - H. Providing and fixing of new anti skid vinyl tiles in the car cabin.
 - I. Providing and fixing of Brail Buttons inside Cabin and outside Doors with Floor Announcement inside the Cabin.
 - J. Providing and fixing of top of car inspection box on car top with mounting accessories.
 - K. Providing and fixing of full certain multi tray electronic door detector.
 - L. Providing and fixing of new Door Operator assembly.
 - M. Cleaning and repainting of all the machine room, hoist way & pit equipments.
 - N. Providing & fixing of New Main Motor. The motor should be either Kirloskar, Crompton Greaves or Siemens make.
 - O. Spare cable for fixing of Cameras.
 - iv) The Contractor has to make his own arrangement for scaffolding, T&P, manpower etc
 - v) The unit price quoted should include any/all other statutory expenses. No extra payment for any other levies shall be payable to the contractor/ service provider.
 - vi) The contractor shall dispose off all the waste material at the said location from the site.
 - vii) The contractor's price shall be deemed to include all nuts, bolts, clamps, supports, scaffolding / lifting arrangements and minor civil work, if required, for modernization of lifts.
 - viii) The tenderer shall provide guarantee/warranty for satisfactory performance of the Elevators for a period of 12 months from the date of successful installation.
 - ix) After completion of modernization work of lift the contractor shall handover the lifts in proper working condition.
 - x) The contractor shall be responsible for faithful compliance of the terms & conditions of this contract, failure of which will attract for forfeiting the contractors' dues & security deposits as well as termination of the contract & getting the work done from outside agency at the risk & cost of the contractor.
 - xi) Contractor will make suitable arrangements for working of other Lift during the execution of the work.

2. **PERIOD OF CONTRACT**

The contractor has to complete all the mentioned work as per tender provisions within **four months** from the date of issue of Letter of Acceptance (LOA) /detailed letter of acceptance (DLOA). However Company at its sole discretion can extend the period of contract for 02 months for completion of work.

3. **SPECIAL CONDITIONS OF CONTRACT**

3.1 **Completion Certificate**

Within ten days of the completion of the work, contractor shall give notice of such completion to the Engineer-in-charge or his nominated officer and within ten days on the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed.

3.2 **Payment of Bills**

No payment shall be made for works estimated to cost less than Rupees One Thousand till after the whole but in the case of works estimates to cost more than Rupees One Thousand the contractor shall on submitting the bill thereof be entitled to receive payment proportionate to the part thereof then passed by the Engineer-in-charge or his nominated officer. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed.

3.3 **Damage to Company's property**

If the contractor, or his work people or servant shall break deface, in or destroy any part of a building in which they may be working or any building, enclosure, cable and to the premises on which the work or any part of it, is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever or imperfections become apparent in it before the refund of the security deposit for the work becomes due, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expenses (*of which the certificate of the Engineer-in-charge shall be final*) from any sums that may be then or at any time, thereafter, become due to contractor from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

3.4 **Subletting of Contract**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt to do so or becomes insolvent or commences any insolvency proceedings or make any composition with the creditors or attempts to do so or any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise shall either directly indirectly be given, promised or offered by the contractor or any of his servants or agents to any employee of the Company in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the company and the same consequences shall endure as if the contract had been rescinded under the relevant clause and in addition the contractor shall not be entitled to recover or being paid for any work therefore actually performed under the contract.

3.5 **Technical Examination & Audit**

The Company shall have right to close an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment to the final bill and if as a result of such Audit and technical examination any sum is

found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner prescribed elsewhere in the tender or in any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

Signature of tenderer

Witness (Name & Address):

SECTION - III
Comprehensive Annual Maintenance Contract (AMC)
(Technical specification for Annual Maintenance Contract)

Tenderer may also quote rate for comprehensive Annual Maintenance Contract (AMC) of these Elevators (Lifts) with contract period of 36 months after expiry of guarantee/warranty period of one (01) year. The scope of work of AMC will cover following work:-

1. Providing comprehensive annual maintenance services of two (02) 'OTIS' Elevators (Lifts) installed at Khanij Bhawan Campus, Jaipur.
2. The broad objectives of the maintenance services for electro – mechanical equipments are to ensure the equipments (lifts) installed at RSMML campus, always functional and maintained to achieve optimum life and safety. To ensure safety of the personnel, required measures are to be taken and consistently maintained for efficient operations.
3. The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document (please see Clause-4 of this section).
4. **Spectrum of services:**

Electro Mechanical Equipments for which Maintenance Services are needed are detailed at Clause-5 below. However, this list is only indicative and under each item, any other services which may be relevant and necessary shall be provided by the contractor. Bidder would assess the actual quantum of work by visiting the site and bid accordingly.

5. **Building Elevator (Lift)**

All the electro mechanical services of the office complex are to be maintained as per the requirement of RSMML. The requirement will broadly be to keep the equipments in good and efficient working condition at all the time, follow the preventive maintenance and periodical overhaul schedule & procedures as listed in the manuals / literature of the OEM, ensure safety of the equipment and personnel using it. Brief descriptions of the equipments are as under:

- Passenger lifts “13 passengers” of ‘OTIS’ make -- 02 nos.

Speed 1.5 meter per second, automatic doors, stainless steel cabin along with microprocessor control panel etc. with battery backup for emergency landing.

The aforesaid equipments have been installed at RSMML, Khanij Bhawan Campus. The Service provider shall perform preventive maintenance (monthly / quarterly) and corrective maintenance to the equipments mentioned above and its accessories as per service manual of the OEM. The service provider shall regular examine elevator equipments and provide gear oil, lubricants, grease, break shoe, push buttons of car and landing etc. required for proper maintenance of the lifts / elevators.

- A. Repair and replacement of the items given below are within the scope of contract and contractor shall repair these within the quoted and approved price:
 - (a) Contract, Controller PCB's, Rectifiers, Main Motor, Gear Box, Brake Liners, Bearing, Gear Oil Seal, Over Speed Governor.
 - (b) Door Motor and Other accessories, Trailing Cables, Limit Switches, Nylon Gibes, Guide Shoes Assembly., Safety Gear, Pit Pulley and Indicators.
- B. The repair/replacement of the following items is out of scope of contractor's work. However the same may be carried out at an extra cost with prior approval:

- (a) Refinishing, repair / replacement of car enclosures.
- (b) Landing doors, door frames and sills, car gates, fluorescent tubes, car fans.
- (c) Electrical wiring beyond the inlet of main controller.
- (d) Dry cell batteries, alarm bells, main ropes sheaves and buzzers.

Note: The items mentioned above are just indicative. However, the contractor has to repair / replace items which are absolutely required for operation & maintenance of equipments in working condition under their scope, beyond they may obtained necessary approval from competent authority of RSMML before repairing to make good to service the equipments.

- 6. In case the Contractor fails to commence the tendered work with in stipulated time period than the company shall recover a pre determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company
- 7. The contractor shall attend to any maintenance problems and rectify the defects within the time limit set against different classification of rectification work as stipulated below:
 - a) Minor/Medium rectification works- within 24 hours of notification to the contractor by RSMML such as, but not limited to,
 - i. Repair / replacement of switches sockets plugs misc. electrical / mechanical faults, misc. repair/rectification works including cleaning of contacts, contact points, earthing points & filters etc.
 - ii. Replacement of eyelets, socket, lugs & gaskets etc. in panels or motors.
 - b) Major rectification works/capital repair- within 72 hours of notification to the contractor by RSMML such as but not limited to Transformer and replacement of certain non-stocked spare parts which require the justification for 72 hours work schedule.

However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Engineer in charge who will have power to grant such extra time/change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

- 8. a) In case the contractor fails to rectify the defect(s) after handing over assets installed in RSMML in time limit mentioned in clause-6, RSMML reserves the right to get the defect(s) rectified at risk and cost of the contractor without further notice and will charge 20% extra on the actual expenditure incurred (material, manpower, machinery etc.) from the quarterly bills of the contractor,
- b) In case of unserviceability / dysfunction of the equipment for a period longer than as stated at clause-6 above, Penalty as detailed below shall also be imposed on the contractor and the amount will be recovered from their respective monthly bills.

S.No.	Period	Penalty	Remarks
1.	4 to 7 consecutive days.	@ 25% of respective monthly bill	In case the period is repeated in the same month, penalty will be worked out on prorate basis.
2.	8 to 15 consecutive days.	@ 50% of respective monthly bill	
3.	More than 15 days	@ 100% of respective monthly bill	

NOTE: In exceptional cases, competent authority of RSMML may consider to extend the time limit mentioned above. The decision of competent authority shall be final and binding on the contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum time limit.

9. A snag list of the installations covered in the present scope of work shall be prepared jointly by successful bidders & RSMML so as to complete the defect-rectification work well before the actual contract period is over. However, nothing shall be paid extra for preparation of snag list and preparation of snag list will not be considered as date of start. In case contractor is asked in writing to arrange rectification of any defect at the time of accepting the work order of AMC, the cost of rectification shall be reimbursed to him on actual basis.

Note-1: Any damage to the installations during the currency of contract will be made good by the contractor without extra cost to RSMML. Further, contractor would also indemnify RSMML for the damages caused due to negligence in imparting the services.

Note-2: Successful bidder shall submit copy of agreements with specialized agencies/associates of repute duly approved by RSMML including with OEM agencies at the time of start of work as mentioned in above sub-clauses of clause-5.

10. RSMML's Engineer In-Charge or his nominated officer can carry out any surprise inspection, without any notice and deficiencies in service equipment, spares or any other position of contract pointed out in inspection register maintained by contractor or through other means shall be made good by contractor failing which risk & cost provisions for deficient service shall be invoked.

11. Responsibility of the contractor at end of the contract period:

- a. All equipment taken for maintenance during the contract period shall be handed over back to RSMML in good working condition.
- b. Any equipment taken outside for repair from RSMML Campus shall be handed over in good working condition well before the end date of contract.
- c. Passes issued by RSMML to the contractor's employees if any shall be handed over to RSMML representative.
- d. In case any equipment not handed over to RSMML in good working condition, then RSMML would get them repaired/procured on its own from other sources at the risk & cost of the contractor and the cost (along with 20% extra Charge) incurred shall be deducted from any payment due to him/security deposit.

Signature of Tenderer with seal

TECHNO-COMMERCIAL BID

Part-I

RAJASTHAN STATE MINES AND MINERALS LTD.
(A Government of Rajasthan Enterprise)
JAIPUR

General Information about the Tenderer

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees) with attested copies of relevant documents.	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Name & Address of Banker(s)			
PAN No,			
G.S.T. Registration No.			
PF Account number			
Labour Licence No.			
If tenderer is in any other business, also please specify			
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006) Act along with copy of certificate, Registration no. , if so.			
Others (specify)			

(Signature of Tenderer with seal)

AFFIDAVIT (Undertaking)
(on non-judicial stamp paper worth Rs.50/-)
(Part-I)

Tender No.....

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.
- (8) I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us

Signature of Tenderer(s)

AFFIDAVIT

(on non-judicial stamp paper worth Rs.50/-)
(Part-I)

IS/o Shri aged.....Years ,
resident ofon behalf of the
tenderer i.e. M/shereby undertake oath
and state as under:

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor).
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorised Signatory)

VERIFICATION

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

Deponent
(Authorised Signatory)

PRICE BID FORM (BOQ)
(Part-II)

(to be submitted online in the prescribed format)

FORM OF AGREEMENT
(To be executed on non-judicial stamp paper)

Agreement No: _____

Dated: _____

THIS AGREEMENT is made on _____ day of _____ (month), _____(year) between RAJASTHAN STATE MINES & MINERALS LIMITED, A GOVERNMENT OF RAJASTHAN ENTERPRISE hereinafter called RSMML, (which expression shall, wherever the context so demands or requires, includes their successors in office and assigns) on the one part and M/s. _____ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

WHEREAS the RSMML is desirous that certain works should be executed viz. (brief description of the work)..... and has by Letter of Acceptance dated _____ accepted the tender submitted by the contractor for the execution of renovation work of Elevators and maintenance and completion of such works at a total contract price of Rs..... (Rupees only).

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents in conjunction with Addendum/ Corrigendum to Bid Documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a. This Form of Agreement
 - b. The Letter of Award dated _____
 - c. Priced Schedule (Bill) of Quantities
 - d. Amendments to Tender Documents
 - e. Prequalifying Criteria- Section
 - f. Conditions of Contract / Clauses of Contract
 - g. Notice Inviting Tender and Instructions to bidders-

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.

3. In consideration of the payment to be made by the RSMML to the contractor as hereinafter mentioned, the contractor hereby covenants with the RSMML to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
4. The RSMML thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be here into affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

M/s _____ (for contractor)

_____ (for RSMML)

In the capacity of _____

in the capacity of _____

On behalf of: Contractor

On behalf of RSMML

In the presence of

In the presence of

1. _____
2. _____

1. _____
2. _____

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(Part-I)**

(To be issued by a PSU (except State Bank of India)/ ICICI/ Axis/ HDFC bank having its Branch office aton non judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent of BG amount subject to maximum of Rs.25000/- or as applicable at the time of submission of BG.)

This Deed of Guarantee made between _____(A Nationalized Bank - except State Bank of India), having its registered office at _____ and head office at _____ and wherever the context so required include its successors and assigns (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, Janpath, Lal Kothi Scheme, Jaipur, and Corporate Office at 4, Meera Marg, Udaipur (Raj.) and wherever its context so required includes its successors and assignees (hereinafter called the ‘Company’).

Whereas the company having agreed to award the work M/s. _____having its registered office at _____ and wherever the context so required includes its successors and assignee’s (hereinafter called the ‘contractor’) under the terms and conditions of letter of intent No. _____dated _____made into between RSMML & 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 provision thereof, of each security deposit for the due fulfillment of the said letter of intent / Agreement, on production of an unconditional and irrevocable bank guarantee for equivalent amount of Rs._____(Rupees_____).

Now, this Deed witnesseth that in consideration of the said bank having agreed on the request of the contractor to send as surety for payment of Rs._____ as security deposit to the Company subject to the following conditions :-

- 1) We, _____(Bank) do hereby undertake to pay to the Company an amount not exceeding Rs._____(Rupees_____only) against any loss or damaged caused to or suffered or would be caused to or suffered by the company by reason of any breach by the aid contractor of any of the terms and / or condition contained in this agreement. (The decision of the company as to any such breach having been committed shall be absolute and binding on the Bank).
- 2) We, _____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, merely on a demand from the company stated 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 & conditions of the said agreement or by reason of the said contractors failure to perform covenants contained in the said Letter of Intent / Agreement. Any such demand made on the bank shall be conclusive, absolute and un-equivocal as regards the amount due and payable by the bank under this guarantee. However, the Bank’s liability under this guarantee shall be restricted to an amount not exceeding Rs._____.
- 3) We, _____(Bank) further agree that the guarantee hereinabove 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 and by virtue of the agreement have been fully paid and its claim satisfied or discharged or till the company certifies that terms and conditions of the said 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 _____(contract period, plus Six months), the bank shall be discharged from all liabilities 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 with the above or any other provisions of this guarantee, the bank's guarantee to pay hereunder will not 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 proceeding taken against the contractor. Any letter of demand delivered at bank's above branch / divisional office / _____branch office under the seal of the company's GGM (SBU-PC) / GGM (Contract) / FA/ Authorized officer shall be 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 & conditions of the said 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 agreement and we shall not be relieved from our liability by reason or 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 this provision have effect of so relieving us.
- 6) This guarantee herein contained would come into force from the date of issue and would not be effected by any change in constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contract not shall it be effected 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 of amalgamated company or concern till the payment of amount not exceeding Rs. _____is made by the bank.
- 7) This guarantee will not be discharged vitiated or affected if the company holds / obtains any other security / guarantee / promissory note from any persons and / or the contractor and this guarantee shall be in addition to any such guarantees.
- 8) We, _____ (Bank) agree to pay to the company interest @ 18% per annum on the amount demanded along with all costs charges and expenses payable in respect thereof if the payment is not made within 10 days from the receipt of the demand lodged by the company.
- 9) We _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- 10) The bank has power to issue this guarantee in favour of the company and the undersigned has full powers to do so under Power of Attorney dated _____granted to him by the bank.
- 11) For the purpose of enforcing legal rights in respect of this guarantee _____ courts in the State of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I we hereby _____(designation) _____(branch) constituted attorney of the said bank has set his signatures and bank seal on this guarantee which being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the State of _____executed _____this _____day of _____.



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

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 tenderer

Place

Name:

Designation:

Address:



RAJASTHAN STATE MINES & MINERALS LIMITED
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Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
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 No.1 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.

* * * * *



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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) 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.
- (ii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, 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.

* * * * *

**Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012
(Part-I)**

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