



# RAJASTHAN STATE MINES & MINERALS LIMITED

( A Govt. of Rajasthan Enterprise)

Registered Office  
C89-90, Lal Kothi Scheme, Janpath  
Jaipur (Rajasthan)India  
Ph.:+91-1410-2743734. 2743934  
Fax: +91-141-2743735  
**CIN No.: U14109RJ1949SGC000505**

Corporate Office  
4, Meera Marg, Udaipur – 313 001  
Ph.:+91-294-2428768,2428763-67  
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e-mail [ngupta@rsmm.com](mailto:ngupta@rsmm.com),  
website: [www.rsmm.com](http://www.rsmm.com)

## TENDER DOCUMENT

TO

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

**e- TENDERS ARE INVITED FROM MANUFACTURERS/ AUTHORIZED DEALERS/DISTRIBUTORS/ IMPORTERS/BONAFIDE DEALERS FOR SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85 REAR DUMP TRUCKS.**

S.N.	Description	Date	Time
1	Publishing Date	23/07/15	5.00 p.m.
2	Document Download/Sale Start Date	23/07/15	6.00 p.m.
3	Document Download /Sale End Date	05/08/15	3.00 p.m.
4	Bid Submission Start Date	24/07/15	10.00 a.m.
5	Bid Submission Closing Date	05/08/15	6.00 p.m.
6	Techno-Commercial Bid Opening Date	06/08/15	3.00 p.m.
7	Submission Demand Draft / Bankers Cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Earnest Money	05/08/15	Upto 6.00p.m. on or before 05/08/2015
9	Price Bid Opening Date	Will be intimated later on to the techno commercially qualified bidders	
10	Websites for downloading tender documents/ corrigendum etc. except BOQ	<a href="http://www.rsmm.com">www.rsmm.com</a> , <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
11	Website for submission of tender/bid online	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
12	Tender Document Fees	Rs. 1145/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
13	RISL Processing Fees	Rs. 1000/- in favour of "MD RISL" payable at Jaipur	
14	Bid Security	Rs. 54,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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**e\_TENDER NO. RSMM\_CO\_MM\_NIT\_08\_2015-16 Dated 23.07.2015**

## **NOTICE INVITING e-TENDER**

**e- tenders are invited from Manufacturers/ Authorized Dealers/Distributors/ Importers/Bonafide dealers for supply of different types of spares suitable for BEML make BH-85 Rear Dump Trucks.**

For more details, visit us on website [www.rsmm.com](http://www.rsmm.com),  
[www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or contact  
Sr.Manager (MM) at the above address.

(B.S. Gupta)  
General Manager (MM)

**e\_TENDER NO. RSMM\_CO\_MM\_NIT\_08\_2015-16 Dated 23.07.2015**

**FOR SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML  
MAKE BH-85 REAR DUMP TRUCKS.**

Section - I	Instruction for preparation & submission of tender
Section - II	Special Terms & Conditions
Annexure - I	Technical specifications of Spares.
Annexure - II	General Profile of Tenderer
Annexure - III	Undertaking towards terms and conditions of the tender.
Annexure - IV	Undertaking towards Non Suspension /Non Banning .
Annexure - V	Registration details under Micro, Small & Medium Enterprises Development Act, 2006.
Annexure - VI	Details of Taxes & Duties
Annexure- VII	Declaration about Tenderer 's Status
Annexure - VIII	Affidavit in support of tender
Annexure - IX	Format of Indemnity Bond for Guaranteed Performance.
Annexure - X	Format of Bank Guarantee
Annexure - A	Compliance with the Code of Integrity and No Conflict of Interest
Annexure - B	Declaration by the Bidder regarding Qualifications
Annexure - C	Grievance Redressal during Procurement Process
Annexure - D	Additional Conditions of Contract

**Instructions for preparation & submission of e-tender and Conditions of e-Tender:**

**1.0 Instructions for preparation & submission of tender:**

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- ii) No physical/offline Tender/bid shall be accepted.
- iii) The **Bid Security and Tender document fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order drawn **in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur** and shall be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
- iv) The **Processing Fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order drawn in favour of "**MD RISL" payable at Jaipur** and shall also be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.

- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act- 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are:  
Telephone No. 1800 3070 2232, 0141- 4022688, 07878007972, 07878007973, 0141-4022688(Help Desk 10.00 AM to 6.00 PM on all working days), Toll Free no.:8002337315 email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address: e-procurement cell, RISL. Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline (manually/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft/Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise RSMML extends the dates.
- xv) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part – I of offer.
1. Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
  2. Annexure-B- Declaration by the Bidder regarding Qualifications.

3. Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
4. Annexure-D- Additional Conditions of Contract

**xvi) Bidders shall have to furnish the legible/readable bid documents in the “covers” as below/prescribed in the document in PDF/jpg format.**

**COVER-A**

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and Processing fees.
  - ii) Sealed and Signed copy of tender document towards acceptance of terms and conditions and authorization certificate in favour of the authorized representative for signing the tender.
  - iii) General profile of tenderer as per annexure-II, undertaking towards acceptance of all terms & conditions of tender as per annexure-III, declaration towards banning/suspensions as per annexure-IV.
  - iv) Registration details as per MSMED Act, 2006 as annexure-V alongwith supporting documents.
  - v) Details of taxes & duties offered in price bid as per annexure-VI. In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.
- vi) Deceleration by tenderer as per Annexure-VII**

**COVER-B**

- i)** Affidavit as per Annexure VIII.
- ii)** Confirmation to furnish Indemnity Bond as per clause 9.0(B) of tender.
- iii)** Check-list to technical specification for the tendered products as per annexure-I.

**COVER-C**

Price Bid in xls format. (BOQ).

**2.0 SUBMISSION & OPENING OF TENDERS.**

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees offline to the office of GM(MM) within the specified time

& date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/Earnest Money/ Processing Fees to the office of GM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

### **3.0 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 (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the earnest money deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

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

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

- a) The tenderer shall deposit (interest free) a sum of Rs. 54,000/- (Rupees Fifty Four Thousand only) as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1145/- (inclusive of VAT) towards tender document fees and Rs. 1000/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders only to the office of GM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded

along with the online Bid. The tender document fees & processing fees are non-refundable.

c) **The Bid Security shall be forfeited in case of:**

- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
  - 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 contract/order placed by the Company subsequent to acceptance of his offer.
  - iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The bid security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security deposit against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI units of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of the offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

**5.0 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:**

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms &

conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in 'Annexure- III'. **Deviations mentioned anywhere else in the offer shall be ignored without any consequences.**

- i) Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- ii) Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.
- iv) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

#### **6.0 SPECIFICATIONS & QUANTITY:**

The specifications and quantities of different types of spares suitable for BEML make BH-85 Dumpers are as per enclosed annexure-I. Tenderer should specify the complete technical specifications, part nos., make, country of origin etc. of the offered spares.

#### **7.0 SUITABILITY & CONFORMITY OF ITEMS TO OUR EQUIPMENT:**

Tenderer should confirm 100% suitability and fitment of offered items to the parent equipment, for which the item is required, without major fitment alteration and affecting the performance of the equipment.

#### **8.0 SUPERSEDING PART NUMBERS OF SPARES:**

If any part number of the spares ordered stands superseded, tenderer shall supply such spares with superseded part numbers with proof thereof. However the parts with superseding part number should not be a barrier in proper fitment and performance of the item.

#### **9.0 SCOPE OF SUPPLY:**

- A. Tenderer will supply the ordered spares in accordance with the agreed specification, terms and conditions to our Jhamarkotra Mines, Udaipur.
- B. Tenderer will furnish Indemnity bond (in the format as per Annexure IX) towards declaration that the store being supplied are of genuine make offered by them, performance of the supplied spare parts is in accordance to the offered/agreed warrantee and are sourced from M/s. -----
- C. The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules,



specifications and all other documents forming part of the contract and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.

- D. The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

**10.0 QUALITY OF SPARES & STANDARD APPLICABLE WARRANTY:**

- 10.1 The tenderer shall warrant that the spares supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- 10.2 The spares will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.
- 10.3 The supplier shall guarantee/warranty for the satisfactory performance of the spares for a period of 9 months from the date of supply or 6 months/1000 Hrs from the date of fitment, whichever is earlier. This warranty shall survive inspection and acceptance of the goods.
- 10.4 In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be repaired/replaced by the supplier at site free of cost within 60 days from the date of issue of letter (by registered/speed post) of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.
- 10.5 In case, supplier fails to repair/replace the failed parts within the stipulated period as above, RSMML shall be entitled to recover from the supplier as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 10% of the total value of the undelivered stores.

**11.0 TERMS OF DELIVERY & DELIVERY PERIOD:**

- i) The tenderer is requested to offer earliest possible delivery period to supply the offered spares at site. The successful tenderer will be required to supply the spares in the offered delivery period. The delivery period will be counted from the date of issue of LOA/PO irrespective of the fact whether the successful tenderer has sent their acceptance to LOA/PO or not.

- ii) It is desirable that offered stores (items) are supplied in one single lot. If it is inevitable to make part supplies, then entire supplied should be made in not more than three consignments. The supplies should be completed within stipulated delivery schedule.
- iii) RSMML at its option may accept the delivery/supplies of consignment beyond prescribed delivery period/lots & as per provisions of the contract. Supplier will take prior written confirmation for the supplies beyond prescribed delivery period which may be granted by RSMML without prejudice to the rights of the company at its sole discretion. The supplier, however, will not entitle to claim any relaxation.
- iv) In case supplies are received in more than three lots, then additional compensation @ 5% of value of undelivered stores will be recovered from the supplier.

#### **12.0 SHORT LISTING OF TENDERER:**

RSMML will short list the tenderer for price bid opening on the basis of documents furnished along with Part -I of the offer and/or the information gathered by the RSMML about the tenderer. The price bid of only short listed tenderer(s) will be opened on a later date, which will be informed to such tenderer(s) only. The decision of the Company shall be final and binding in this regard.

The tenderer 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.

#### **13.0 DETERMINATION OF LOWEST BIDDER:**

- a. The lowest tenderer shall be determined on each item basis of total landed rate offered by the tenderer on f.o.r. Jhamarkotra Mines basis inclusive of basic price, ED & CESS on ED / CST/ RVAT other taxes & duties, discounts, transportation & any other charges/taxes and giving effect of direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered items, entry tax, if any, levied by GoR on interstate purchase of tendered spares will be given while calculating the landed cost.
- b. In case RSMML opt for dividing quantity into more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effects, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
- c. In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-tender, or company may take any other suitable action as deemed fit looking to the exigency of the work.

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

If at any time before the commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the LOA/PO 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.

**15.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, supplier will furnish to RSMML, Security Deposit cum Performance Guarantee of 10% of estimated value of contract by way of Demand Draft or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/ HDFC/AXIS Bank (except State Bank of India) having its branch at Udaipur within 21 days from the date of issue of LOA/PO on the stamp paper of appropriate value. The security cum performance guarantee should be valid for a period of Eighteen Months.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- iii) The Company is empowered to recover any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactorily performance or non fulfillment of any of the conditions of the tender/contract or tenderer have furnished any false information/commitment from the S.D.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal

to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher.

viii) Bank Guarantee/S.D. should be send to the office of GM (MM).

#### **16.0 INSPECTION:-**

- i) The Inspection of ordered spares will be as per the technical specifications mentioned in the order.
- ii) The inspection shall be carried out at consignee's end after receipt of the material at site, which will be final and binding to both the parties.
- iii) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- iv) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

#### **17.0 PRICES:**

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis. The rates should be quoted in Indian Rupees. Tenderers are advised to down load the BoQ from the e-proc web site and then upload the same after filling necessary entries.
- ii) The prices quoted must be net per unit, and should be offered on f.o.r. destination basis at Jhamarkotra Mines, including transportation, insurance & other delivery charges up to destination.
- iii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of spares must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.
- v) The tenderer shall be entirely responsible for all taxes, duties and other such levies imposed outside the India, including all bank charges.
- vi) Entry Tax, if any, leviable by Govt. of Rajasthan will be borne and paid by RSMML.
- vii) Tenderer shall warrant that the prices being charged to the Rajasthan State Mines & Minerals Limited are not higher nor the terms taken as a whole less favorable than in respect to tenderer current sales.

**viii)** The Comparative Chart of prices generated by the e-procurement portal on-line, if any, will only be for reference purpose. It is clarified that the L-1 tenderer will be determined on the basis of Comparative Chart generated by RSMML in accordance to the terms & conditions of tender.

## **18.0 PRICE VARIATION**

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in ED/CST/VAT by the Government which are directly reflected on Tenderer's invoice will be considered on production of documentary proof provided that the variation take place within the scheduled delivery period.
- ii) Save and except as aforesaid, the supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

## **19.0 CONSIGNEE:**

The Group General Manager,  
or his authorised representative.  
SBU-PC (Rock Phosphate)  
M/s Rajasthan State Mines & Minerals Ltd,  
JHAMARKOTRA  
Via & Distt.- UDAIPUR

## **20.0 TERMS OF PAYMENT & PAYING AUTHORITY:**

- i) 100% payment within 30 days on receipt and acceptance of materials at site.
- ii) **Billing & Paying Authority:** The bill in triplicate alongwith the supporting documents should be sent to office of GGM (MM) for release of payment. Payment disbursing authority – FA, RSMML, Udaipur.
- iii) Payment will be made through RTGS. All bank charges/commission, if any, shall be borne by the supplier.

**21.0 COMPENSATION FOR DELAYED COMPLETION:** In the event the tenderer fails to deliver the stores in full/part within the delivery date or the stores are rejected, the Company shall be entitled at its option:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 10% of the total value of the undelivered stores,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be  
OR
- c) to cancel the contract.

In case of b & c above, the Company will be empowered to purchase stores which are readily available with alternative source to meet the requirement irrespective of the fact whether these are similar or not.

## **22.0 INDEMNIFICATION CLAUSE :**

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

## **23.0 PRICE FALL CLAUSE:**

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

**24.0 RSMML RIGHTS:** The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding.

- a) not to accept any offer or reject any or all the offers.
- b) to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof & not to accept the lowest tender without assigning any reason.
- c) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- d) to increase/ decrease the tendered quantity.
- e) to split the tendered items/quantity into more than one tenderer.
- f) To accept/reject any of the offered spares on technical grounds.
- g) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information /forged document along with offer or thereafter.

## **25.0 NEGOTIATIONS:-**

- i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer,

then to the third lowest tenderer and so on in the order of initial bidding, and 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.
- c) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

#### **26.0 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 tenderer of the liabilities accruing till the date of such termination.
- b) The contract may also be terminated in the event the tenderer 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 tenderer at their last notified address. In such an event the tenderer 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.

#### **27.0 FORCE MAJEURE:**

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof

neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

**28.0 JURISDICTION:**

The contract is subject to the exclusive jurisdiction of courts at Udaipur in the state of Rajasthan.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
GENERAL MANAGER (MM)

I/We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Place & Date:



**Annexure - I****e\_TENDER NO. RSMM\_CO\_MM\_NIT\_08\_2015-16 Dated 23.07.2015  
CHECK LIST TO SPECIFICATIONS**

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

S. No.	Description	Part No.	Qty in Nos.	Offered Part No.	Make & country of origin	Deviation, if any to specification / qty.	Remark, if any,
1	Disc	5611542811	4				
2	Plate	5611552950	4				
3	Bearing	5611539610	3				
4	Kit service	561152510	1				
5	Kit Service	7112805012	1				
6	Disc	985TM96023	3				
7	Disc	985TM92164	3				
8	Seal Ring	985TM21101	2				
9	Seal Ring	CSR0112025	2				
10	Seal Ring	CSR0120352	2				
11	Piston	985CT41358	1				
12	Disc	953TM96023	3				

13	Plate	985TM12176	4				
14	Plate	985TM12654	1				
15	Pump Assembly	705-51-42010	4				
16	Bracket	705-17-04010	3				
17	Propellar Shaft	985PZ02005	2				
18	Coupling	561.22.41421	1				
19	Bolt	562.22.11950	4				
20	Holder	561.2.11240	2				
21	Exhaust Box Assy.	561.02.41200	1				
22	Controller	985ERG81875	1				
23	Floating Seal (Small)	2873300010	1				
24	Floating (Big)	568300015	1				
25	Disc Brake	5693341242	14				

Spares sl. 1 to 5 for 85 Ton Transmission , sl. No. 6 to 14 for 100 Ton Transmission & Sl. no. 15 to 25 for BH 85 Dumper

**Date & Place**

**Signature of tenderer with Office Seal**

## Annexure - II

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

**GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer with telephone/mobile No., Fax No., e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company (Enclose copy of document)			
4	Name of owner/partners Directors with full address.			
5	Name of the Offered Product			
6	Annual turnovers in rupees for last three years.	2014-15	2013-14	2012-13
7	PAN No.			
8	TIN No.			
9	Service Tax Registration no.			
10	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium )			
11	Banker details: a) Name b) Branch No. c) Address			
12	Bank Account No.			
13	Type of A/c : Saving / Current/CC/ any other			
14	IFSC code			
15	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.			
16	Any other important information related to the tender requirement.			
17	Offered Delivery Period			

Date &amp; Place

Signature of tenderer with official stamp:

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER**

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

**We confirm that all the terms & conditions of tender is acceptable to us except the following.**

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

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

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

**We further undertake that we have not mentioned any condition in the price bid.**

Signature of tenderer with official stamp

Date & Place:

**Annexure- IV**

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.

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

We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.

Signature of Tenderer with official stamp

Place:

Date:

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

Declaration for Registration under Micro, Small & Medium Enterprises  
Development Act, 2006.

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_(Yes/NO)
2. If yes, please furnish the declaration given below.
3. We (Name of Tenderer\_\_\_\_\_), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum no. .... and under category of .....(Manufacturer/Service).
4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:  
Place:

**Annexure - VI**

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

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

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

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CESS on ED	@.....%
CST	@.....%
VAT	@.....%
Service tax	@.....%
Details of Exemption on Duties & Taxes, if any.	.....

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

Signature of tenderer with official stamp

Date:

Place:

**Annexure - VII**

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

**DECLARATION BY TENDERER**

I/We declare that I am/ we are manufacturer/authorised dealer/ Importers/ Bonafide dealers in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of tenderer with official stamp

Date:

Place:



**Annexure- VIII**

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**  
FOR SUPPLY OF SPARES SUITABLE FOR BEML MAKE BH85 DUMPER AT  
JHAMARKOTRA MINES, UDAIPUR.

**AFFIDAVIT IN SUPPORT OF TENDER**  
**(Notarized on Non Judicial stamp paper of Rs. 100/-)**  
(To be submitted alongwith part – I of the offer)

Name of Tenderer .....

I/we,.....S/o Shri..... aged.....

years, resident of .....on behalf of the tenderer,

M/s.....hereby take

oath and state as under:

1. That I/We is/are submitting tender for Supply of different types of pumps suitable for BEML make BH-85 Rear Dump Truck to Jhamarkotra Mines, RSMML.
2. That I / we have gone through the terms and conditions of the tender document.
3. That in case PO is issued on us against above tender; I/we will submit the declaration of immediately preceding source from where we have purchased the pumps along with supply as per Format of Indemnity Bond as per Annexure-VIII.

DEPONENT

(Authorized signatory)

Place:

Date:

**VERIFICATION**

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

DEPONENT

(Authorized signatory)

Place :

Date :

**e TENDER NO. RSMM CO MM NIT 08 2015-16 Dated 23.07.2015**

FOR SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKES BH85  
DUMPER AT JHAMARKOTRA MINES, UDAIPUR.

**FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE**

(To be executed on non-judicial stamp paper of Rs. 100/-)

This deed of Indemnity executed by M/s. .... hereinafter referred to as '**Indemnifier**' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. Rajasthan State Mines & Minerals Ltd., hereinafter referred to as the '**Indemnified**' which expression shall unless repugnant to the context of meaning thereof, include its successors and assignees witnesses us to.

Whereas the indemnified herein has awarded to the Indemnifier herein a supply order for the supply of ..... On terms and conditions set out interalia in the purchase order no RSMM/CO/MM/PO- /2015-16 dated ----- valued at Rs.....(Rupees ..... only)

And Whereas, clause of the above mentioned order provides for warrantee (i.e.) to be free from defect due to faulty material or workmanship for a period of \_\_\_\_\_

Calendar months from the date of receipt of spares or \_\_\_\_\_calendar months from the date of commissioning , whichever is earlier of the spare parts supplied by the Indemnifier to the indemnified.

And whereas, clause of the above mentioned order provides for supply of genuine, new, unused, shall be free from all defects and faults in material & workmanship.

And whereas, clause of the above mentioned order provides for furnishing the name of source party of spare parts.

The indemnifier hereby irrevocably agrees to indemnify the RSMML Indemnified that in the event of the spares not achieving the warrantee period, spares are not found genuine, new, unused, free from all defects and faults in material & workmanship, the Indemnified shall, as may be deemed fit, take necessary action as per terms of order.

Further, the indemnifier hereby irrevocably agrees to indemnify the indemnified that the indmnifier has sourced the spare parts being supplied are from M/s. -----  
-----.

IN WITNESS WHEREOF, WE, M/s. \_\_\_\_\_ have put our seal and signature(s) on this Indemnity Bond in the presence of the following witness.

Name and signature of the Supplier

(Indemnifier) with official seal.

Witness:

1. Full name, signature with address
2. Full name, signature with address

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

**(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.1% of total SD amount or Rs. 200/-, whichever is higher)**

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

Dated \_\_\_\_\_

This Deed of Guarantee executed between \_\_\_\_\_ having its registered office at (mention complete postal address with contact nos./mail address etc.)\_\_\_\_\_ and its head office at (mention complete postal address with contact nos./mail address etc.)\_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act, 1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees (hereinafter called 'the company').

Whereas the Company having agreed to exempt M/s. \_\_\_\_\_ a company/partnership firm \_\_\_\_\_ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_( Rs. \_\_\_\_\_) being Contract .

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

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/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

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

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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

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/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

\_\_\_\_\_ (specify the name & address)  
under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

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/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
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 supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
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/supplier/RC holder 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 Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_2015.

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

Any person participating in a procurement process shall –

- vii) 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;
- viii) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- ix) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- x) Not misuse any information shared between the procuring Entity and the tenderers with an intent to gain unfair advantage in the procurement process;
- xi) 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;
- xii) Not obstruct any investigation or audit of a procurement process;
- xiii) Disclose conflict of interest, if any, and
- xiv) 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 tenderer 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.

- xv) A tenderer may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - ix) Have controlling partners/shareholders in common; or
  - x) Receive or have received any direct or indirect subsidy from any of them; or
  - xi) Have the same legal representative for purposes of the bid; or
  - xii) 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 tenderer, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - xiii) The tenderer participates in more than one bid in a bidding process. Participation by a tenderer in more than one bid will result in the disqualification of all bids in which the tenderer is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a tenderer, in more than one bid; or

- xiv) The tenderer 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
- xv)** Tenderer 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.



**Annexure B : Declaration by the Tenderer regarding qualifications**

**Declaration by the Tenderer**

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 :

- ix)** I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- x)** 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;
- xi)** 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;
- xii)** I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- xiii)** 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:

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is: Mines Dept, Govt. of Rajasthan

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

### **1) Filing an appeal**

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

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

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

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

### **4) Appeal not to lie in certain cases**

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

- v) Determination of need of procurement;
- vi) Provisions limiting participation of tenderers in the Bid process;
- vii) The decision of whether or not to enter into negotiations ;
- viii) Cancellation of a procurement process;
- ix) Applicability of the provisions of confidentiality.

#### **5) Form of Appeal**

- d) An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;
- e) 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.
- f) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### **6) Fee for filing appeal**

- a) Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

#### **7) Procedure for disposal of appeal**

- 12.0** The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- 13.0** On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority , as the case may be, shall –
- d) Hear all the parties to appeal present before him; and
  - e) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- 14.0** 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.
- 15.0** The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**FORM NO.1**

**(See rule 83)**

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

Appeal No..... of .....  
Before the .....( First /Second Appellate Authority)

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

Place :

Date:

Appellant's signature :

## **Annexure D : Additional Conditions of Contract**

### **iii) 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:

- d) 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;
- e) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- f) 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 tenderer 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.

### **iv) Procuring Entity's Right to Vary Quantities**

- h)** At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- i)** If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the tenderer shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- j)** 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 tenderer fails to do so, Procuring

Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the tenderer.

**v) Dividing quantities among more than one tenderer at the time of award (In case of procurement of goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the tenderer, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the tenderer, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the tenderer, whose bid is accepted and the second lowest tenderer or even more tenderers in that order, in a fair, transparent and equitable manner at the rates of the tenderer, whose bid is accepted.