



# **RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

**Purchase Department, Phosphate Division**

**SBU & PC Rock Phosphate,**

Jhamarkotra Mines, P.O. Jhamarkotra

Via. & Dist. Udaipur (Rajasthan)

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## **TENDER SCHEDULE**

**FOR THE SUPPLY OF SPARES SUITABLE FOR BEML MAKE PC-1000  
HYDRAULIC EXCAVATOR**

**NIT NO.71 DATED: 04.02.2014**

**Type of Tender – Two Bid System**

**Place of Sale - Office of DGM (F&A), RSMML, Jhamarkotra**

**Date of Sale of Tender documents – 04.02.2014 TO 28.02.2014**

**Last Date of Receipt of Tenders - Up to 2:00 PM ON 28.02.2014**

**Due Date of Opening – 2:30 PM on 28.02.2014**

**Place of Opening - Office of DGM (MM), Jhamarkotra Mines**

**Cost of Non-Transferable Tender Documents Rs.1140/- (Inclusive VAT)**



**RAJASTHAN STATE MINES AND MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

**Purchase Department, SBU & PC-Rock Phosphate**

**RSM TENDER DOCUMENTS CONSIST OF FOLLOWING:**

Section-I	Instructions for preparation & submission of tender
Section-II	Special conditions of Tender
Annexure-I	Detail technical specifications
Annexure-II	Compliance with the Code of Integrity and No Conflict of Interest
Annexure-III	Declaration by the Bidder regarding Qualifications
Annexure-IV	Grievance Redressal during Procurement Process
Annexure-V	Additional Conditions of Contract
Annexure-VI	Details of past experience
Annexure-VII	Check list to tender terms
Annexure-VIII	Declaration towards MSME Act no.
Annexure-IX	General information about the tenderer & RTGS Details
Annexure-X	Exceptions & Deviation
Annexure-XI	Declaration that no condition is mentioned in price bid
Annexure-XII	Rate Schedule (Price-Bid)

## SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

1. Two copies of tender documents are sent herewith, out of which one set should be sealed & signed as a token of acceptance for its terms and conditions and returned intact, (no page should be detached).
2. Tender must be submitted in duplicate and in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be **packed in four sealed envelopes** as elaborated below:-

2.1 Sealed Envelope No. 1:- This envelope should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has been purchased from the office of DGM (F&A), JKT and DD/PO towards requisite EMD amount as per clause no.16 (Section-I). This sealed envelope should be subscribed **'Tender Document Fee & EMD** of NIT Nos. 71 dated 02.04.2014 for Supply of spares suitable for BEML make PC-1000 Hydraulic Excavator.

**Special Note:** Tender Document may be sent free of charge (on request) to all Govt. Departments in the State of Rajasthan, Public Sector Undertaking and to Foreign Missions and to the parties registered with SSI, Government of Rajasthan, subject to given relaxation for the purpose by respective Ministry / Govt. Department.

- 2.2 Sealed Envelope No. 2: This envelope should contain Part-I Techno-Commercial BID along with all supporting documents (except the tender document fee, EMD & Price Bid) as asked in the tender document. This sealed envelope should be superscribed Part-I of NIT Nos. 71 dated 02.04.2014 for Supply of spares suitable for BEML make PC-1000 Hydraulic Excavator. There should be no indication of price in the Part- I of offer.
  - 2.3 Sealed Envelope No. 3 i.e. Part-II (PRICE BID): This envelope should contain only PRICE PART as per provisions mentioned in the tender. The sealed envelope should be superscribed PART-II (Price Part) of NIT Nos. 71 dated 02.04.2014 for Supply of spares suitable for BEML make PC-1000 Hydraulic Excavator. No condition should be stipulated in this part.
  - 2.4 Sealed Envelope No. 4: The above three sealed envelopes should be packed in another sufficiently large envelope to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on NIT Nos. 71 dated 02.04.2014 for Supply of spares suitable for BEML make PC-1000 Hydraulic Excavator and the details of above mentioned three envelopes.
3. DELIVERY OF TENDER: The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission/opening of tender happens to be a holiday, than tenders shall be submitted/opened on the next full working day up to/at prescribed time.
    - 3.1 Delayed Tender: Tenders received after specified time & date of submission but before specified time & date of opening of part-I of the tender will be treated as delayed tender.
    - 3.2 Late Tender: The tenders received after specified due date & time of opening of tender will be treated as late tender and will not be considered at all.

- 3.3 RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
4. Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail /telegram will not be considered at all.
  5. Tenders other than the prescribed form and pattern described herein are liable to be ignored as it makes comparison difficult. Fax/E-mail offers will not be considered.
  6. Printed conditions on the back of letters originating from Tenderer will be ignored. If the tenderer desires to apply any particular condition to the tender the same must be clearly brought out in the body of a covering letter accompanying the tender
  7. **EXCEPTIONS & DEVIATION:** Tenderers are advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to deviate from tender conditions & if a tenderer desires to propose any addition/deviation/alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-X and should be furnished along with part-I of the offer, without making any corrections on the body of the tender document at their risk. In the absence of same it, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.
    - 7.1 Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
    - 7.2 Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
  8. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer. Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored.
  9. **TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART - I: (TECHNO COMMERCIAL OFFER)**
    - i) One complete set of tender document, as , duly filled and sealed & signed on each page by the tenderer as token of acceptance of scope of work, terms & conditions of tender.
    - ii) Demand Draft of Tender document fee, if the same is downloaded from the website as per clause no. 2.1
    - iii) Demand Draft of Earnest Money Deposit in the manner specified in tender as per clause no. 16.0 (Section-I)
    - iv) Details in respect of satisfactorily supplying of similar nature of Stores in last two preceding years. Please enclose copies of Purchase Orders & performance certificate or any other authentic supporting documents, if any, as per format of Annexure-VI

- v) In case of authorized dealers, furnish valid Authorization/Accreditation certificate from the manufacturer for participating in the tender
- vi) Latest Sales Tax Clearance Certificate/Sales Tax Registration Certificate
- vii) PAN no. issued by the Income Tax Department
- viii) The point wise detailed technical specification of the offered product as per annexure-I.
- ix) Duly filled Annexure I to XI along with part-I of tender documents and Annexure-XII (price bid) in separate sealed envelope.
- x) Any other relevant document, in support of eligibility criteria/terms & conditions of tender.
- xi) Details commercial terms and conditions.

**Note:** Each & every page of tender document, Annexure & documents furnished along with part I & Part II should be sealed & signed by the authorized person of the tenderer.

10. **BEFORE SUBMITTING TENDER:** Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive with respect to all factors circumstances and conditions likely to be incidental/encountered to the execution of the contract, as per the scope and conditions given herein.
11. **SCHEDULE OF RATES:** Rate should be quoted in the Schedule of Rates/Price Bid offer-Part II as per Annexure – XII (appended hereto). The rate quoted should be both in figures and words. In case of any discrepancy between the figures and written words the lower of the two shall be taken as quoted rate. No conditions should be mentioned in the Price Bid Offer Part – II, in case, if any will be ignored.
12. **AUTHORITY TO SIGN TENDER:** The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer. The authorization letter should be enclosed.
13. **OPENING OF TENDERS:** Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.
14. **ACCEPTANCE OF OFFER:** RSMML reserves the right to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof or to divide the scope of work in more than one tenderers without assigning any reasons thereof and not to accept the lowest tender without assigning reason for not accepting the lowest tender and no claim shall be entertained in this respect
15. **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 Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/ modification the earnest money deposited by the Tenderer, as per clause No. 16.0 hereof, 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 by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of EMD.

## 16. **EARNEST MONEY DEPOSIT (EMD)**

16.1 The tenderer shall deposit (interest free) a sum of **Rs.35,000/- (Rupees Thirty Five Hundred only)** as Earnest Money Deposit along with the tender by Demand Draft/PO. It should be in favour of RSMML payable at Jhamarkotra/Udaipur. Offers not accompanied with the requisite Earnest Money Deposit will not be considered. EMD in any manner other than DD/PO will not be accepted.

16.2 The tenderer is to furnish the EMD as per clause 2.1. While opening of the tender, the envelope containing EMD will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished EMD of requisite amount and in prescribed manner will not be considered.

### 16.3 **The EMD shall be forfeited in case of:**

- i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend their tender at its own after submission of tender.
- ii) If it is established that tenderer have submitted any wrong information/forged document along with the tender or thereafter/ found indulge in unfair trade practices.
- 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.

16.4 The EMD furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. EMD of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.

16.5 The earnest money of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.

16.6 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.

16.7 EMD will be taken @25% of the total value of EMD of tender incase of participation by SSI unit of Rajasthan subject to that the tenderer has participated against.

16.8 Except above, no EMD exemption will be given to any party on any grounds and their offer will liable for rejection

17. **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 cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- c) To increase/decrease the quantity at any time during the contract.
- d) To divide the quantity in more than one tenderer.
- e) To place or not to place trial order.
- f) To reject the offer, if it is established that the tenderer has submitted any wrong & misleading information / forged document along with offer or thereafter.
- g) If the Stores of make other than the specified make, found Techno-commercially acceptable, a trial order may be placed by RSMML at its sole discretion to begin with.

18. **Exemption for Taxes & Duties:** Incase tenderer is exempted from any taxes & duties levied by State/Central Govt., then, the tenderer is requested to stipulate the same in Part-I of offer & also furnish the relevant supporting documents.

**For RAJASTHAN STATE MINES & MINERALS LIMITED,**

**Dy. 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

Date:

Place:

## **Section II: SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **SPECIFICATIONS:** Detailed technical specification are as per Annexure-I.
2. **QUANTITY:** As per **Annexure-I**. However, RSMML reserves the right to increase/decrease the quantity mentioned thereon.
3. **SCOPE OF SUPPLY:**
  - 3.1 The scope of supply shall be the delivery of Stores by the supplier as per **Annexure-I** in accordance with the Terms and Conditions of the Tender.
  - 3.2 The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, 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.
  - 3.3 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.
4. **DELIVERY PERIOD:** The tenderer should clearly indicate the delivery period of the material.
5. **EVALUATION OF TENDER:**
  - 5.1 Pre-qualifying criteria:
    - a. The tenderer should be manufacturer/distributors/bonafide dealers.
    - b. Clientele served of similar nature of stores during last two years along with photocopies of orders and repeat orders and performance certificates, if any;
    - c. The tenderer who fails to furnish the prescribed EMD shall not be eligible for price bid opening;
  - 5.2 The techno-commercial suitability of the offers will be ascertained on the basis of pre-qualifying criteria, past track record of the suppliers to supply of similar technical specifications, the quantum and performance of such supplies on the basis of documents submitted along with the Tender (Part-I of the offer). The decision of the Company with regard to short-listed bidders shall be final and binding to tenderers.
  - 5.3 Price Part (Part-II) of the offer of only short-listed tenderers will be opened and only such short-listed tenderers will be informed about the date and time of opening of the price bid. The company will generally not entertain any correspondence on this subject.
6. **DETERMINATION OF LOWEST BIDDER & NEGOTIATION:**
  - a) The lowest tenderer shall be determined on the basis of total landed cost of each item at our Jhamarkotra mines.
  - b) Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.



- c) 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.
- d) 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.
- e) 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.

7. **NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:** If at any time after commencement of the supply, if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the AT, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

8. **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

- a) As security for due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML, Security Deposit-cum-Performance Guarantee of **5% of total value of order** by way of Demand Draft/Pay Order or in the form of Bank Guarantee in RSMML proforma from any **Nationalized Bank/Scheduled Bank**, within **21 days** from the date of receipt of intimation of RSMML's acceptance of the tender. However, SD will be **taken @ 1%** of the value of the Purchase total EMD of tender **in case of SSI units of Rajasthan**, subject to given relaxation for the purpose by respective ministry/Government Department. The Bank Guarantee should be valid for a period of 21 months inclusive of claim period of 3/6.
- b) The stamp duty on Bank Guarantee would be applicable at the rate of 0.1% of the value of the Bank Guarantee, subject to minimum of Rs. 200/-.
- c) The SD shall be liable to be invoked/amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier 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.
- d) The Company is empowered to recover from the SD 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 unsatisfactory performance or non-fulfillment of any of the conditions of the tender/contract.
- e) The Bank Guarantee/SD shall remain in force and binding, notwithstanding, if any variation, alteration, modification etc. are made to the contract or any extension of the contract period are granted by RSMML.
- f) RSMML shall not pay any interest on the Security Deposit. The Security Deposit shall be released on application by the contractor after expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- g) The said Security Deposit shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any remedies available to RSMML in terms of the contract and or as per the laws of the land.

- h) Bank Guarantee/SD should be sent to the office of Dy. General Manager (MM), RSMM Ltd., Jhamarkotra Mines

9. **RATES:**

- a) The prices to be quoted in separate sealed cover as per proforma enclosed here with (Price bid –Part-II) **Annexure XII**. (There should be no enclosure with Price bid except price break-up).
- b) The quoted rates shall remain firm & fixed during the complete execution of the contract. No escalation on whatsoever ground will be admissible.
- c) The price quoted should be both in figures and in word. In case of any discrepancy between the figures and written words, the lower of the two shall be taken as the quoted price.
- d) Entries should be neat and legible without any correction corrections, if any must be signed in full with date. The prices should be on FOR destination basis.
- e) If it is required to provide the excise duty or any other charges extra, the same must be specifically stated. In the absence of any such stipulation it will be presumed that the price includes all such charges and no claim for the same will be entertained.

10. **DELIVERY TERMS:**

- a) The delivery of the stores is required Ex. stock and should be dispatched as soon as the orders are placed. The tenderer should state the earliest delivery period they can offer for full or part quantity.
- b) Should the supplier fail to deliver the stores in full or part within the delivery period of the contract, Company will be entitled to cancel the contract in full or for undelivered portion and to purchase at the risk and cost of the tenderer.

11. **CONSIGNEE:** The Consignee is Dy. General Manager (MM), RSMM Ltd., P.O. Jhamarkotra Mines, Dist. Udaipur or his authorized representative.

12. **INSURANCE:** In case the materials are ordered on F.O.R Destination basis, the supplier shall insure the Stores against all transit risk from warehouse to warehouse basis at his own cost.

13. **TERMS OF PAYMENT & PAYING AUTHORITY:**

- a) The Company's desirable terms of payment are 100% payment within 30 days after receipt and acceptance of stores by consignee.
- b) **Billing & Paying Authority:** The bill in triplicate along with the supporting documents duly verified by the consignee will be released by payment disbursing authority – DGM (F&A), RSMM Ltd., Jhamarkotra Mines, Dist. Udaipur.
- c) Payment will be made through RTGS only. All bank charges/commission shall be borne by the contractor.
- d) **VAT:** - As per the Gazette Notification dated 09.03.10 of Govt. of Rajasthan w.r.t. amendment of rule 38 and insertion of new rule 40A, in case the tenderer is raising VAT invoice, the VAT amount of the invoices raised by the tenderer will be deposited to the concern department of Govt. directly by RSMML (as per notification no. 12/39 dated: 22.10.2010). In lieu, RSMML will issue a certificate in form VAT-41A to tenderer towards the VAT amount so deducted /deposited for the necessary action at their end.

14. **MANUFACTURER:** In case the tenderer is Dealers/Distributors/Sole Agents, the name of the manufacturers for the Stores will be indicated. The manufacturer's valid Authorization Certificate to participate in the tender should be enclosed.
15. **TECHNICAL DATA:** Stores shall confirm the technical specifications as per **Annexure-I**. In case tenderers are on the Rate/Running contract with the DGS&D, a copy of Rate/Running Contract price of DGS&D will also be produced by the tenderer.
16. **PRICE VARIATION:** The quoted price should remain firm and fixed till the completion of supplies. Only variation on account of changes in Taxes & Duties by the Government will be considered. No escalation/ variation on any other grounds whatsoever shall be considered or be admissible.
- a) **Escalation on Government Taxes & Duties:** The tenderer will indicate in his offer the applicable Taxes & Royalty at the time of opening of Part-I offer. In the event of any increase/decrease in the Taxes & royalty by the Government, the difference of the same shall be passed on to the Contractor/RSMML as the case may be. The subsequent increase/decrease shall be payable only on the production of authentic documentary proof by the Contractor.
- b) Save and except as aforesaid, the contractor 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 whether in respect of electrical charges, high speed diesel, oil, lubricants, tyres, tubes, spares, wages or minimum wages of workmen either statutory or contractual under any settlement or award or otherwise or on any other ground/or reason whatsoever.
- c) Suitable price variation clause may be added on case to case basis where price escalation/de-escalation is to be passed on depending upon price variation of any input material.
17. **COMPENSATION FOR DELAYED DELIVERY:** Should the contractor fail to deliver the stores in full/part within the delivery date the Company shall be entitled at its option either:
- a) To recover from the contractor as agreed compensation @ 0.5% of the value of the undelivered stores, for each week or part thereof subject to a maximum of 5% of value of undelivered store.
- OR**
- b) To purchase from elsewhere, without notice to supplier at his risk and cost of full undelivered part, as the case may be.
- OR**
- c) To cancel the contract in full or for the undelivered portion and to purchase or authorize purchase at the risk and cost of the supplier.
- OR**
- d) Company will be empowered to repurchase in such case (b&c) above, stores which are readily available to meet his requirements, irrespective of the fact whether these are similar or not.
18. **ASSIGNMENT:** The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve

the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

19. **INDEMNIFICATION:** 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.
20. **PERFORMANCE GUARANTEE**  
The tenderer shall guarantee that the stores under the contract shall be free from all defects for a minimum period of Twelve months from the date of delivery of stores or Eighteen months from date of invoice, whichever is earlier. If at any time during the guarantee period, the stores do not confirm the Company's requirements/specifications and/or do not meet the desired performance/specifications the supplier will lift the material at its own expenses within a time to be specified by the Consignee. In the event the tenderer failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the tenderer/adjusted from any due payment without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.
21. **PRICE FALL CLAUSE:** In the event of supplier accepting lower prices for supplies covered under the contract to any other companies 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 Government Organization.
22. **TERMINATION:**
- a) In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach may result in termination of the Purchase Order and forfeiture of Security Deposit without any prejudice to the Company's rights to claim damages/cost/ loss etc. caused by such default/breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.
  - b) The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the supplier at their last notified address. In such an event the supplier shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

23. **INDIAN/BSS STANDARD:** All specification mentioned in the tender documents are based on Indian Standards or equivalent and where no Indian standards exists the supplies conform to B.S.S. All electric installations, equipments etc shall have to conform to Indian Electricity Rules 1967 and as amended from time to time.

24. **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 labour strikes, lock-outs and Acts of God or Acts of Government/statutory bodies (hereinafter 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.
25. **JURISDICTION:** The contract is subject to the jurisdiction of courts of Udaipur in the state of Rajasthan.

**For RAJASTHAN STATE MINES & MINERALS LIMITED**

**Dy. 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:

**ACCEPTANCE TO THE TECHNICAL SPECIFICATION  
FOR SUPPLY OF SPARES SUITABLE FOR BEML MAKE PC-1000 HYDRAULIC EXCAVATOR**  
(To be enclosed with part-I of offer)

S. No.	Description	UOM	Qty.	Deviations if Any
IRS no.: 462/12-13 dated: 31.01.2013 and 277/13-14 dated: 14.12.2013				
1.	Hydraulic Pump Assembly Part No. 175HM01015 Make : BEML or Equivalent	NO	01	
2.	Servo Valve Assembly Part No. 175HM02093 Make : BEML or Equivalent	NO	01	
3.	Servo Valve Assembly Part No. 175HM02125 Make : BEML or Equivalent	NO	01	
4.	Servo Valve Assembly Part No. 175HM02077 Make : BEML or Equivalent	NO	01	
5.	Servo Valve Assembly Part No. 175HM02085 Make : BEML or Equivalent	NO	01	

**Note:** Supplier should confirm make offered and fitment guarantee i.e. proper fitment of items in our assembly/equipment.

We hereby confirm and accept to supply of material as per above specifications.

Signature of Tenderer with official stamps

Date:  
Place:

**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.

1. 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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, rules and the Bidding Document, which materially affects fair competition;

Date:.....

Signature of Bidder.....

Place:.....

Name:.....

Designation:.....

Address:.....



**GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

The designation and address of the first Appellate Authority is MD, RSMML, CO, Udaipur

The designation and address of the second Appellate Authority is Mines Department, Gov of Rajasthan, Jaipur

**(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 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 endeavor to dispose it of within thirty days from the date of the appeal.

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

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

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

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

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (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 of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

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

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name & address of the respondent(s):

(i)

(ii)

(iii)

3. Number & date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....  
.....

.....(Supported by an affidavit)

7. Prayer:

.....  
.....

Place:.....

Date:.....

Appellant's Signature

**Annexure V**

## **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 sub totals, the sub totals 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) & (ii) above.

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

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

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

**DETAILS OF PAST EXPERIENCE****ORDERS EXECUTED**

Sl. No.	Purchaser Name & Address	Order no. & Date & volume of order	Quantity Supplied with value in Rs.
1.			
2.			
3.			
4.			
5.			

**ORDERS IN HAND**

S. No.	Purchaser Name & Address	Order no. & Date & volume of order	Quantity Supplied with value in Rs.
1.			
2.			
3.			
4.			
5.			

Signature of Tenderer with official stamps

Place:

Date:

**CHECK LIST**

(While submitting the tender, each column should be filled by the tenderer)

S. No	Particulars	Agreed / Provided	Deviation in case of not agreed
1	Tender document fee (if downloaded)		
2	Earnest Money Deposit		
3	One complete tender set duly signed & sealed as token of acceptance		
4	Validity 120 days		
5	Details of mfg., Capacity, testing facilities, quality control etc.		
6	Past experience details in Annexure-VI along with supporting documents.		
7	TIN No.		
8	IT PAN No.		
9	Undertaking that no condition is mentioned in the Price Bid		
10	Declaration by the bidder regarding qualifications		
11	Acceptance of Determination of lowest bidder clause		
12	Authorization certificate in case of dealer		
13	Acceptance of RSMML Right		
14	Acceptance to specification & scope of works		
15	Acceptance of Inspection, Sampling, Testing, acceptance & rejection		
16	Acceptance to Security Deposit		
17	Acceptance to Payment Terms		
18	Compensation for delayed delivery		
19	No Compensation for alteration of delivery schedule		
20	Acceptance of Performance Guarantee/Warranty		
21	Acceptance to termination clause		
22	Acceptance to force majeure clause		
23	Acceptance to jurisdiction clause		
24	Acceptance to exception/deviation clause		
25	Acceptance to termination clause		
26	Confirmation to suitability and conformity		
27	Declaration regarding registration with MSME act, 2006		
28	Acceptance to price variation clause/Price fall clause		
29	Delivery period		
30	Acceptance to Indemnification clause		
31	Price: (No price indication should be here) a) Price Basis b) Packing & forwarding c) Freight & Insurance d) Excise duty /Custom Duty & CESS on Duty e) Sales tax f) Any other taxes & duties g) Attested copy of exemption in taxes & duties, if any,	@ _____ @ _____ @ _____	
32	Duly filled up annexure, I to XI with Part -I and Annexure X II (Part-II) in separate sealed cover		
33	Any Other Information ( Give Details)		

Signature of Tenderer with official stamps

Date &amp; Place:

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

(To be submitted with PART – I Technical Bid)

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

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

We (Name of Tenderer \_\_\_\_\_)  
, hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum No. .... and under category of ..... (Manufacturer/Service Provider)

3. Enclose attested copy of registration certificate.

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

Signature of tenderer with official stamp

Date:

Place:

**GENERAL PROFILE OF THE TENDERER**

Name & address of the office of the tenderer with telephone No., FAX, E-mail nos. etc.	
Name & Mobile no. of the authorized contact person	
Whether proprietor/partnership/ Company	
Date of incorporation (enclosed partnership deed/certificate of incorporation)	
Name of Partners/Directors	
PAN No.	
TIN No.	
MSMED Registration No.& Date	
Turnover in Rupees (indicate the figures of last three years)	
If the tenderer is in any other business, please specify.	
Any other relevant information	

**Confirmation for Remittance of all payments through RTGS**

(To be submitted along with PART – I Technical Bid)

We confirm our acceptance for remittance of all our due payments by RSMML i.e. payment against bills, refund of EMD, refund of SD, etc. through RTGS (Real time gross settlement system) directly to our bank account. Our RTGS details are as under:

S. No.	Description	Tenderer details
1	Bank Account No.	
2	Banker details: a) Name b) Branch No. c) Address	
3	Type of A/c :Saving / Current/CC/ any other	
4	IFSC code	

Date:

Place:

Signature of tenderer with official stamp

**EXCEPTIONS AND DEVIATIONS**

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

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

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

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

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

Signature of tenderer with official stamp

Date:

Place:



**DECLARATION THAT NO CONDITION IS MENTIONED IN PRICE BID**

(To be submitted along with part – I of the offer)

Name of Tendered: \_\_\_\_\_

We hereby undertake that we have not mentioned any condition in price bid

Signature of Tenderer with official stamp

Place:

Date:

**PART-II (PRICE BID) for NIT No. 71 dated 04.02.2014  
(To be given in separate sealed cover)**

Due date for opening: The due date will be intimated to successful bidders after opening of Part-I i.e. Techno-commercial bid.

SUB: Spares suitable for BEML make PC-1000 Hydraulic Excavator

Name of the bidder \_\_\_\_\_

S. No.	Description	Basic Unit Price	Discount	P&F Charges	Excise Duty	VAT/ CST	Freight, Insurance	Other Charges, if any	Total Landed Cost at destination
1.	Hydraulic Pump Assembly Part No. 175HM01015								
2.	Servo Valve Assembly Part No. 175HM02093								
3.	Servo Valve Assembly Part No. 175HM02125								
4.	Servo Valve Assembly Part No. 175HM02077								
5.	Servo Valve Assembly Part No. 175HM02085								

1. Please quote the duties and taxes as per applicable rate (on the date of opening of Part I of the offer).
2. Price shall remain firm and fixed during the period of contract except price variation formula.
3. Escalation/de-escalation will be provided /passed on to RSMML, as the case may be in respect of Statutory Duties and Taxes subject to production of documentary proof.
4. If any particular item is not applicable, please write "Not applicable".
5. **You may please indicate item wise price break-up/justification of your quote along with price bid, if required.**
6. Pleaser enclosed separate sheet in given format, if required.

Place& Date

Signature of  
Tenderer with official stamps