



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

**TENDER DOCUMENT**  
**FOR**

**TENDER DOCUMENT FOR MAINTENANCE OF EPABX &  
TELEPHONE INSTRUMENTS, CABLING ETC. FOR  
JHAMARKOTRA MINES & CORPORATE OFFICE, UDAIPUR**

**Tender No. RSMM/CO/GM(C)/Cont-03/20-21 Dated 28.05.2020**

Issued by  
GM(Contracts)  
Corporate Office,  
RSMML, Udaipur

**Cost of Non Transferable  
Tender Document(including tax) : Rs 573/-**

**Place of Sale of Tender : Office of FA, Corporate Office.  
Or downloaded from website.**

**Date of Sale of Tender : From 28.05.2020 to 26.06.2020 up to 1.00 pm**

**Date of Receipt of Tender : 26.06.2020 up to 3.00 pm**

**Date of Opening of Techno-commercial Part : 26.06.2020 at 3.30 pm**

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

**Corporate Office:**  
4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2428793 ,2428763-67,  
Fax :0294- 2428768,2428792

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



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

Phone : 0294-2427177, 2428763-67, fax 0294-2428768,2428739

Email:- [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)



Ref. no :- RSMM/ CO / GGM(C)/Cont-03/2020-21

Dated 28.05.2020

### DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for the following work from original Equipments Manufacturers/ Authorised Dealers /experienced firms:-

Brief Description	Contract Period	Bid security /EMD (in Rs.)
Maintenance of EPABX & telephone instruments, cabling etc. for Jhamarkotra mines & Corporate office, Udaipur.	02 years	14,400/-
Cost of tender document is Rs. 573/- (inclusive of VAT), payable in cash/by D.D. in favour of "RSMM Ltd, Udaipur"		
Period & place of sale of documents: from office of FA, CO, Udaipur or download from our website	From 28.05.2020 to 26.06.2020 up to 1.00 pm, In case downloaded from website, tender fee to be deposited with the Techno -Commercial offer	
Last Date & Time of Submission of offer	Dated 26.06.2020 up to 3.00 pm at C. O. Udaipur	
Date of opening of Techno Commercial offer	Dated 26.06.2020 at 3.30 pm at C. O. Udaipur	

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

- Original Equipments Manufacturers/ Authorised Dealers/ experienced firms who having experience of maintaining identical type of equipments /installations etc. should submit their offer along with copy of work order executed and certificate of work completion in last three years as a proof of past experience. Copies of such contract executed are to be enclosed along with the offer

The complete bid document has been published on the website [www.rsmm.com](http://www.rsmm.com) & on <http://sppp.rajasthan.gov.in> for the purpose of downloading.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint

ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members will be considered.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

Tenderer(es) who have been banned/ suspended by the company or any government organization /department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

**General Manager (Contracts)**

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

## SECTION - II

### Instructions to the Tenderer & General Conditions

#### **SUBMISSION OF OFFERS**

- 1.1 Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.
- 1.2 Both the envelopes should be kept in a sealed envelop addressed to GM(Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc is to be written on the top of each envelope for clarity.
- 1.3 The sealed offers should be submitted in the office of the GM (Cont), RSMML, Corporate Office, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.
- 1.4 All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable

#### **2.0 TECHNO COMMERCIAL OFFER:-**

Following documents to be furnished along with Part I of the offer

- 2.1 Form 'A' with General information about the tenderer.
- 2.2 Covering letter on the letter head of the tenderer with details of Earnest Money Deposit & enclosures.
- 2.3 One set of tender documents along with conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions
- 2.4 Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account in support of turnover.
- 2.5 Exception and deviation statement in form c of tender document.
- 2.6 Documentary evidence in reference to Pre-qualification criteria of tender document.
- 2.7 Experience certificate for successfully execution of two number of similar work as defined in the tender document.
- 2.8 A certificate that price bid is in the prescribed format and no conditions have been attached to it.

- 2.9 Power of Attorney in favour of the authorized representative signing the tender documents.
- 2.10 Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- 2.11 Copy of PAN & Goods & Service Tax registration Number.
- 2.12 Undertaking as per annexure I, II, IV of tender document.

### **3.0 Terms and Conditions of the contract**

- (a) The contractor shall do regular & continuous comprehensive repair & maintenance and also remedial / preventive maintenance at customer's request /periodically for following works and associated installation at Jhamarkotra Mines and Corporate Office.
- (b) The contractor shall keep stock of adequate spares at site for immediate rectification of defects of fully digital EPABX system model BP 250 ERICSSON make and spares for telephone instruments.
- (c) All underground cables laid along the road shall be maintained by the contractor. Excavation if required to rectify the defect, shall be the responsibility of the contractor. Any damage / defects shall be attended immediately and the affected extension numbers will be put back in service. All cable-jointing kits and other accessories required to remove the cable fault shall be supplied by the contractor without charging any extra cost.
- (d) Cables/wires, battery, telephone instrument beyond economic repair, if required to be replaced shall be provided by RSMML and all other items will be provided by the contractor.
- (e) Co-ordination with BSNL for booking and rectification of defective junction line etc.
- (f) Remedial maintenance of the equipments at customer's complaints shall be provided by the contractor during normal working hours and normal working days. Such maintenance shall include supply and fitment of all spare parts at contractor's own cost excluding cost of wires & cables that may need replacement from time to time with the understanding that part (or parts) fitted back immediately become USER's property and part (or parts) removed immediately become contractor's property and without putting the contractor under any obligation to supply and fit only new or unused parts. Contractor's commitment under this contract being fulfilled if the supplied and fitted replacement part (or parts) result in the concerned units or system again becoming operational.
- (g) A monthly maintenance report on Telephone/Work done shall be prepared in triplicate by the technician of the contractor and counter sign by the user's representative for payment purpose.

(h) A tentative quantity and maintenance of work particulars at Jhamarkotra Mines and Corporate office, Udaipur are as under :-

**(i) For Jhamarkotra Mines, Distt. Udaipur (Part -A)**

Description
<b>AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make, DPs and Internal wiring and U/G cabling. ( approx.10 km), Push button telephone instrument (170), Plan and Hands Free Telephone Instrument (5 nos), Maintenance of telephone cable from Jhamarkotra to Baghdara Colony(7 Kms. Approx) , existing 18 BSNL lines etc.</b>

**(ii) For Corporate Office, Udaipur (Part -B)**

Description
<b>AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make ,DP's and internal wiring ( Complete Office Building), Push Button Telephone Instrument (approx.100 Nos.), Plan 1+1 instruments and hands free telephone instruments ( 7 Nos.), existing 28 BSNL lines .</b>

**4.0 ELIGIBILITY**

- i) Original Equipments Manufacturers/ Authorised Dealers/ experienced firms who having experience of maintaining identical type of equipments /installations etc. should submit their offer along with copy of work order executed and certificate of work completion in last three years as a proof of past experience. Copies of such contract executed are to be enclosed along with the offer. A copy of PAN, GST No. and P.F. Regn. Certificate/ Affidavit as per annexure "A" and exceptions and deviation in the Annexure "B" may also be enclosed with the submission of tender document.
- ii) Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. 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 the Annexure "B". Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

**5.0 VALIDITY**

Tender submitted by tenderer shall remain valid for acceptance for a period 120 days, from the date of opening of the tender. An offer with a validity period of less than 120days is liable to be rejected. The tenderer on its own shall not during the said period of 120days or in extended period cancel and/or withdraw his tender nor shall be make any variation therein. In case of tenderer revoking, cancelling,

modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

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

#### **6.0 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT**

Earnest Money Deposit as per NIT is to be furnished by Demand Draft/ Banker's Cheque in favour of "Rajasthan state mines and minerals ltd." payable at Udaipur. Offers without Earnest Money Deposit are liable to be rejected / ignored. The Earnest Money Deposit shall not bear any interest.

The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposited by the successful tenderer will be refunded after submission of Security Deposit but shall stand forfeited if tenderer fails to furnish security deposit and / or fails to commence the work in the stipulated period. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.

Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.

The Earnest Money Deposit shall be forfeited in the following cases:

- i) If the tenderer withdraws or modifies the offer during the validity period of the offer.
- ii) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
- iii) If the tenderer does not execute the agreement in the prescribed format within the specified time.
- iv) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
- v) If the tenderer does not commenced the work within the stipulated period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

#### **7.0 SECURITY DEPOSIT**

- i) The total security deposit for the work shall be 10% of the accepted contract value and shall furnish by the successful tenderer within 30 days from the date of issue of detail letter of acceptance. The successful tenderer shall furnish a Security Deposit in the form of Demand Draft/Bank Guarantee in favour of

RSMML, Udaipur,. The Bank Guarantee shall be provided only in the approved format of the company from a PSU Bank (Except SBI)/ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial stamp paper of 0.25 % of BG value subject to a maximum of Rs 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract period and /or extended period plus a grace period of Six months.

- ii) The entire Security Deposit shall be refunded after six months of the expiry of contract period, provided the Contractor has fulfilled all contractual obligations and he has rendered "No claim and No Dues Certificate" to the Company.
- iii) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company.
- iv) In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.
- v) No interest is payable on S.D. amount.

#### 8.0 **FOR DECIDING L- TENDERER:**

The price bids of acceptable tenderers will be evaluated to ascertain the relative status with respect to contract values for the "Work of part "A" and Part "B". The L-1 tenderer shall be decided separately for both nature of works i.e. for Part "A" and part "B" on the basis of lowest financial outgo for the company separately. The tenderer with lowest amount payable considering total liability of GST for the work of Part -"A" and Part-"B" separately shall be decided as L-1 tenderer for that Part .

#### 9.0 **NEGOTIATIONS :**

- i) 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.
- 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.



#### 10.0 TENDER OPENING :

The tenders will be opened as per DNIT presence of tenderer or their authorized representative who may choose to present at the time of opening of the tender.

#### 11.0 PERIOD & COMMENCEMENT OF WORK :

The contract shall remain in force for a period of two years from the date of issuance of DLOA. The contract can be extended for another six months on sole dissemination of company.

#### 12.0 PROVIDENT FUND :

- i) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. The contractor will be required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure-A) for this purpose will be required to be furnished on a stamp paper of appropriate value.
- iv) However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge/ Office incharge.
- v) Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through the EPFO website.

#### 13.0 LEGAL & STATUTORY OBLIGATIONS

- i. The Contractor shall comply with the standard practices framed there under and regulations laid down by the Company/Government of India/Govt. of Rajasthan from time to time.
- ii. All relevant labour laws and safety regulations are required to be followed by the Contractor during the tenure of contract.
- iii. The proof of payment of contribution towards Provident Fund to the Regional Provident Fund Commissioner as per prevailing rules for all the employees of the Contractor working at site shall have to be enclosed along with each bill submitted for payment. The Contractor must be registered with Regional

Provident Fund Commissioner.

- iv. Before commencement of the work, Contractor shall be required to obtain and submit suitable insurance policy covering workmen compensation for all the employees working at site against any injury or death. This insurance policy shall be valid till the completion of the work.
- v. On completion of the work, the Contractor shall apply to the Engineer-in-charge for issue of completion certificate and the same will be issued within one month of completion of the work in all respects.
- vi. The Contractor shall perform the contract work in accordance with all applicable codes, statutory regulations. It is agreed and understood by and between the parties hereto that the Contractor shall comply with applicable law, rules, and regulations and by laws whether now in force or which may thereafter come in force during the currency of the contract and/or exclusion thereof.
- vii. The Contractor shall be responsible for compliance of the provisions of work men's Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provision Act, 1952, Payment of Gratuity Act 1972. Contract Labour (Regulation & Abolition) Act, 1970, Payment of wages act 1936, minimum wages act 1949, payment of bonus act 1956, mines act 1952. Industrial act 1947 or any other similar enactment's /rules made there under and statutory modification thereof the liability in respect of shall be that of Contractor's only. In case award of work the Contractor shall be responsible for insurance of employee.
- viii. The Contractor shall maintain and provide records of all his employees entering the mine in Form B &, form E registers as per provisions of Mines Rules, 'these registers duly maintained and updated should be kept in their office at the mine, so that the same is available for inspection by any statutory authority.
- ix. The Contractor shall be required to take Health & Accidental Insurance Policy (Universal Health Insurance Policy) for his employees from Oriental Insurance Company Ltd. as per directives of Government of Rajasthan vide latter no. 08/854, dated 16.05.2008 within a period of one month from the date of commencement of the work.
- x. The Contractor has to release his employees for receiving vocational training at our V.T. Centre as per directives of engineer in-charge of contract. More over leave to the employees shall be sanctioned by the Contractor.
- xi. The successful Contractor shall have to obtain & produce labour license before commencement of the work
- xii. The Contractor shall have to get his employees medically examined from competent medical practitioner as per directive of DGMS within a period of one month from the date of commencement of work.
- xiii. The Contractor should have a valid license from competent authority to engage contract labour under section 12 of contract Labour (Regulation & abolition Act 1970.

#### **14.0 RATES & TAX DEDUCTION AT SOURCE :**

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

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

#### **15.0 GOODS AND SERVICE TAX:**

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation(except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

#### **16.0 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

The company shall fully entitle to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

- 17.0 The labours/staff/supervisors etc., required for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, in

respect thereof. The RSMML will not, in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/ staff/supervisors etc., to be engaged by the contractor for the contracted work.

- 18.0 Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, "Mines Act" "RTPP Act" the following shall also apply to the Contractor. On the occurrence of any accident resulting in death or bodily injury to a workman employed by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident in addition to the Mines Manager. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.
- 19.0 The Contractor shall be liable for all costs, damages, expenses suffered and or incurred by the Company due to contractor's negligence or breach of any terms of the contract or their failure to carry out the work and for all damages, or loss occurred to the Company or to any other party due to any act and/or omission whether negligence or otherwise. The decision of the Company regarding such failure of the contractors and liability for the losses etc., suffered by the Company shall be final and binding on the contractor.
- 20.0 In case during the period of the contract for service, the contractor does not rectify the fault/defects pointed out to him within the above specified time, the job will be got done from the open market at the contractor's risk and cost. In case the contractor's service are found unsatisfactory, the contract shall be terminated after giving one month's notice and the work shall be got done from the open market at the contractor's cost.
- 21.0 A qualified technical person is required to be posted at Jhamarkotra Mines, Distt. Udaipur from 8.00 A.M. to 4.30 P.M. on every working day to look after the maintenance and rectify the faults. **The contractor will not pay below minimum wages as prescribed by Central Govt. for industrial worker to their employee and will deposit the PF & ESI etc on his name. Company can ask at any time regarding proof of payment made to the concerned employee.** RSMML will not provide any conveyance facility for above purpose. However, if contractor desires for residential accommodation, RSMML can provide the same, subject to availability, on monthly rental basis. He will keep good relation proper behavior with the employees of RSMML  
One Qualified technician (having complete knowledge of Telephone systems should also be deployed by the contractor at C.O., Udaipur for attending the faults on call basis. He will visit the site at least twice in a week.
- 22.0 The contractor shall submit the bills for payment on quarterly basis i.e. on expiry of every quarter and the payment shall normally be made within 15 days of receipt of duly completed bills. Income tax as applicable shall be deducted from bill at source.

- 23.0 The contractor shall comply with labor laws, minimum wage act and / or any other applicable statutory regulations, subsequently. Safety regulations are required to be followed by the contractor during the tenure of contract. The contractor alone shall be responsible and liable for any accident and /or due to negligence in course of performance of the job under this contract and consequent claims. For this purpose contractor shall insure all the workmen & submit the copy of policy to RSMML when demanded. All terms and conditions of RTPP Act will be applicable on this tender work.
- 24.0 COMPENSATION:
- i) In case the contractor fails to commence the work within 15 days from the date of issuance of DLOA then the compensation @0.5% of the total contract value on weekly basis plus applicable GST from the contractor if the delay is on account of the contractor. In the event the compensation exceeds 2% of the total contract value, then other provision including termination of contract, forfeiture of EMD, and withdrawal of DLOA shall apply at sole discretions of the company.
  - ii) In case of total breakdown of EPABX more than 48 hours at a stretch, a penalty @ Rs. 1000/- per day plus GST shall be levied on contractor, similarly in case of breakdown of local telephone instrument a penalty of Rs.50/-per day can be imposed per instrument plus GST, if it will not repair within 48 hrs. However, total penalty will not exceed 5% of the contract value.
- 25.0 Contractor will carry out shifting of telephone from one location to another free of cost. The quantity indicated against push button telephones and 1+1 plan instruments are approximate and are subject to + 10% variation. In case the number of instrument increased within 10% of indicated numbers then no extra payment will be made. If the quantity increased beyond 10% proportionate charges will be made.
- 26.0 Either party to the contract would not be held responsible for non-performances of any events, constituting Force-majeure including law and order situation and proclamation of any statutory authority. The party affected will be required to give notice within 2 days of happening of event, mentioning the circumstances constituting Force majeure. Strikes by the contractors workers on account of any dispute between the contractor and their workers as wages or otherwise, will not be deemed to be a reason beyond the contractor's control and contractors shall be liable for loss or damage to the Company on this account.
- 27.0 Payment will be made to the successful bidder on quarterly basis at Jhamarkotra & Corporate Office on production of bill separately.
- 28.0 DISPUTE & JURISDICTION  
In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences..

29.0 Contractor should submit the local address of his office with name of technician and their Mobile No, telephone and fax number etc.

Undertaking

I/We have studied the above terms and conditions and having understood fully. I/We shall abide by the and adhere to above terms and conditions.

Signature of tenderer

Dated:

Place:

Name :

Mobile No.

Adress:

# TECHNO COMMERCIAL OFFER

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

## General Information about the Tenderer

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
Name & Address s of Banker(s)			
PAN No,			
Goods and Service Tax Registration No.			
PF Account number			
If tenderer is in any other business also Please specify			
Others (specify)			
Bank details of RTGS	<ol style="list-style-type: none"> <li>1. Complete Bank Account No.</li> <li>2. IFSC/NEFT Code of Branch</li> <li>3. Name of Bank &amp; Branch</li> </ol>		

**(Signature of Tenderer with seal)**

**From-B**

**EXCEPTIONS AND DEVIATION**

**Tender No. RSMM/CO/GM(C)/Cont-03/20-21 Dated 28.05.2020**

Name of Tenderer/ Contractor \_\_\_\_\_

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

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

**Signature of tenderer(s)**

**With the seal**



**PROFORMA FOR PRICE BID**  
**(On the letter head of the tenderer)**

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

Ref: Tender No. RSMM/CO/GM(C)/Cont-03/20-21 Dated 28.05.2020

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

**I) FOR JHAMARKOTRA MINES, DISTT. UDAIPUR (PART -A)**

Work description	Lump sum Annual Maint. charges (Rs.) inclusive of any other levies duties as applicable. Excluding GST
AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make, DPs and Internal wiring and U/G cabling. (approx.10 km), Push button telephone instrument (170 ), Plan and Hands Free Telephone Instrument (5 nos), Maintenance of telephone cable from Jhamarkotra to Baghdara Colony (7 Kms. Approx) , existing 5 BSNL lines etc..	
Rate of GST	-----%

**II) FOR CORPORATE OFFICE, UDAIPUR (PART -B)**

Description	Lump sum Annual Maint. charges (Rs.) inclusive of any other levies duties as applicable. Excluding GST
AMC charges for maintenance of fully digital EPABX system model BP 250 ERICSSON make ,DP's and internal wiring ( Complete Office Building), Push Button Telephone Instrument (approx.100 Nos.), Plan 1+1 instruments and hands free telephone instruments ( 7 Nos.), existing 28 BSNL	
Rate of GST	-----%

Note:

- i) Rates are to be quoted on Lump sum basis for Annual maintenance for Part A & B Separately.
- ii) Rates will be exclusive of GST however the rated will be inclusive of any other levies and duties as applicable on this contract (upto last date of submission of bids).
- iii) Copy of PAN, GST and experience certificate is to provided with submission of tender.

-----

(Signature of tenderer)  
Name & Address of Firm, mobile & Email

**AFFADAVIT**

I .....S/o Shri ..... aged.....Years ,  
resident of .....on behalf of the tenderer i.e. M/s  
.....hereby undertake oath and state as under:

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

Deponent  
(Authorised Signatory)

**VERIFICATION**

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

Deponent  
(Authorised Signatory)

**UNDERTAKING****(To be typed on Non Judicial stamp paper of appropriate value)**

Tender No. RSMM/CO/GM(C)/Cont-03/20-21 Dated 28.05.2020

Name of Tenderer .....

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

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

Signature of Tenderer (s)  
 (Authorised Signatory)  
 With seal

Place:  
 Date:

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

Any person participating in a procurement process shall:

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

### **Conflict of Interest**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

Principal Secretary to the Government of Rajasthan,  
Department of Finance,  
Secretariat,  
Jaipur

**(1) Filing an appeal**

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

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

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

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

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

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

- (a) Determination of need of procumbent;
- (b) Provisions limiting participation of Bidders in the bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

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

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

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

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

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

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



**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.