



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

Notice Inviting Tender

FOR

**Annual Maintenance Contract of weighbridges available at Lignite
Project, Barmer**

F.6 (1)66/CC/2024/116 Dated 17.10.2024

Issued by:

Manager (Mech-Contract),

SBU – PC Lignite Office, Khanij Bhawan, Jaipur – 302005

Cost of tender Document (Inc. GST) : Rs.590/-

Date of Issue : From 17.10.2024 to 04.11.2024 upto 3.00PM

Date of Receipt : From 05.11.2024 upto 11.00 AM at KB, Jaipur

Date of Opening : From 05.11.2024 upto 03.00 PM at KB, Jaipur

Registered Office:

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

Corporate Office:

4, Meera Marg, Udaipur -
313001
Phone: (0294) 2428763-67,
Fax: (0294)
2428768,2428739

SBU-PC Lignite Office

Khanij Bhawan, 'C' Scheme,
Tilak Marg, Jaipur-302 005
Phone : (0141) 5113346, Fax:
2227761



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

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

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

E-mail: rsmmljpr@bsnl.in, jaipur.rsmml@rajasthan.gov.in,

Web: www.rsmm.com

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

CIN No. U14109RJ1949SGC000505, GSTIN: 08AAACR7857H1Z0

Ref. no. : - F.6 (1)66/CC/2024/116

Dated: 17.10.2024

NOTICE INVITING TENDER

The tender is invited in electronic form through <https://sppp.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies:-

Brief Description	Work Completion Period	Bid Security/ Earnest Money (Rs.)	Estimated price
Annual Service & Maintenance Contract (AMC) of four (04) numbers Weighbridge (100 MT Capacity pit type/pitless) installed at Giral & Sonari Lignite Mines of RSMML, Distt.-Barmer as per detailed scope of work mentioned in bid document.	Two (02) Year	Bid Security of Rs.10,000/	₹ 50000/- Only (Excluding GST)
Cost of tender document is ₹ 590/- (Inclusive of GST) by cash/Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Jaipur.			
Period of availability of documents	From 17.10.2024 to 04.11.2024 up to 3.00 PM		
Last date of physical deposition of EMD, Cost of Tender Document, and requisite original Documents/Affidavits etc. with duly filled Tender Document.	05.11.2024 upto 11.00 AM		
Date of opening of Techno Commercial offer	05.11.2024 at 3:00 PM at SBU & PC - Lignite, Jaipur		

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

- Tenderer should have minimum turnover of Rs. **01.25** Lac in any one of the last three preceding financial years i.e. 2021-22, 2022-23 & 2023-24 in the tenderer name.
- The bidder is required to have the minimum three (03) Years experience of the same nature of work of repairing/servicing/manufacturing/installation of Electronic Weighbridge in any of the Govt. /PSU or in any other reputed

firms. (Self attested Copy for the same has to be enclosed with the offer and original copy has to be, produced to the EIC as & when asked for the same).

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid, duly attested copy of audited balance sheet for the last three preceding financial year's 2021-22, 2022-23 & 2023-24 in support of turnover. The decision of the company will be final and binding in this regard.

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.

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.

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.

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

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.

Manager (Mech. - 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 – I

DEFINITIONS, INTERPRETATIONS

DEFINITIONS: In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires:

1. "**Agent**" shall mean the Agent for Giral Lignite Mines so notified by the company in this behalf.
2. "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to affect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
3. "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
4. "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
5. "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
6. "**Contract Document**" shall mean collectively drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
7. "**Contractor**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
8. "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance /telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
9. "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has/have been completed to his satisfaction as per terms of the contract.
10. "**Contract Rate**" or "**Schedule Rate**" or "**Tendered Rates**" or "**Rate of remuneration**" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations.
11. "**Commencement of work**" shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.

12. “**Engineer-in-Charge**” shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU & PC – Lignite.
13. “**Managing Director/Management**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
14. “**General Manager (contract)**” shall mean the Group General Manager (Contract) of RSMML or his successor in the office so designated by the Company.
15. “**Head of SBU & PC – Lignite**” shall mean Group General Manager for the SBU & PC – Lignite of RSMML or his successor in the office so designated by the Company.
16. “**Mines Manager**” shall mean the Mining Engineer so designated under Mines Act, 1952 for different Lignite Mines of the Lignite Division of Rajasthan State Mines and Minerals Limited.
17. “**Letter of Acceptance**” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
18. “**Mines**” shall mean Kasnau Kasnau-Matasukh Lignite Mines of the Company under SBU & PC Lignite situated in the district of Nagaur.
19. “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
20. “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
21. “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/ communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations, regulation codes.
22. “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
23. “**Temporary Works**” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.

SECTION - II

Instructions to the Tenderer & General Conditions

1. Scope of Work

The scope of work of “Annual Service & Maintenance Contract (AMC) of four (04) numbers Weighbridges (100 MT Capacity pit type/pitless) installed at Giral & Sonari Lignite Mines of RSMML, Distt.-Barmer.” are as under:-

- a. Party has to arrange for carrying out stamping of the weighbridges from the concerned Government Authorities. The stamping charges of the weighbridges will be including their AMC and the document proof of deposited fee and calibration certificate for the same shall have to submit to EIC. In case, the stamping fee of the weighbridges not deposited in time, then recurring penalty charges shall be borne by the party.
- b. AMC will include installation/fabrication/welding/fitment/cleaning charges and technical advice etc. if required, an unskilled labour for cleaning of adjoining area of the weighbridge or handling of heavy duty items will be provided by the party. Apart from above, all consumable items like, nut bolt, welding work & associate work will be arranged by the party.
- c. Party has to provide minimum one routine visit of their service engineer/ technician in a quarter (i.e. total Four routine visits in a year). In addition to above referred routine visits, emergency visits of service engineer/ technician has to be provided as & when required by us for carrying out any repairing/servicing of the weighbridge. Therefore rates may be quoted accordingly. Rates offered for AMC shall be inclusive of lodging, boarding & travelling charges of service engineer/technician (along with team, if required) of the party and transportation of tools & tackles required for carrying out the work.
- d. The rates offered by the bidder should be inclusive of all applicable taxes & duties as on date (Excluding GST). Rate of GST (if applicable)as on date should be mentioned clearly in the offer. Deposition of the GST (if applicable) to the statutory authorities, as per norms is mandatory.

However while raising the running bills by the successful bidder for the work carried out, the impact of GST (i.e. Rate & Amount) has to be mentioned separately in the bill. Further amount of GST will be reimbursed only after submitting the proof of the deposition of the same.

- e. Self attested Photocopy of PAN card is also required to be submitted by the party along with their offer.
- f. Cost of load cells or any other major part (electronic indicator) will not be included in AMC. If these are required to be replaced then the actual cost of the same will be paid extra.
- g. All the tools or tackles, including heavy duty equipment like JCB, Crane etc if required for carrying out repairing/servicing/maintenance will have to be arranged by the party.
- h. The party shall follow all of the applicable Labour laws and other applicable rules & regulations made under various Acts, now in force or subsequently enforced, while engaging the personnel for work at our Weighbridge.
- i. The safety of manpower deployed by the party will be in the scope of the party itself and party has to provide all the personal protective equipments and any other items required for safety to their employee at its own cost while performing duties. RSMML will not be liable for any compensation against any kind of mishappening/ accident occurred during the execution of the work.

2. PRE-QUALIFICATION OF TENDERER:

- (i) Tenderer should have minimum turnover of Rs.1,25,000/- in any one of the last three preceding financial years i.e. 2021-22, 2022-23 & 2023-24 in the tenderer name.
- (ii) The bidder is required to have the minimum three (03) Years experience of the same nature of work of repairing/servicing/manufacturing/installation of Electronic Weighbridge in any of the Govt. /PSU or in any other reputed firms. (Self attested Copy for the same has to be enclosed with the offer and original copy has to be, produced as & when asked).

3. EARNEST MONEY DEPOSIT (Bid Security)-

Bid Security amount Rs.10,000/- to be deposited in favour of RSMML. Offers not accompanied with the requisite Bid Security will not be considered. While opening of the tender, the envelope containing Bid security will be opened first and in case the same is found as per tender requirement, then only offer will be opened.

The earnest money of a tenderer shall be forfeited in the following cases: -

- (i) If the tenderer withdraws or modifies the offer after submission of the tender and within the initial/extended validity period.
- (ii) If the tenderer does not submit the security deposit within stipulated period given in the tender document elsewhere in favour of tenderer.
- (iii) If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order /LOI issued in favour of tenderer.
- (iv) If it is established that the tenderer has submitted any wrong information/forged documents alongwith the tender or thereafter.

No interest is payable on earnest money or security deposit to the tenderer by the Company.

4. TWO PART TENDER:

Tenderers are required to submit their tenders in three separate sealed envelopes: duly superscripted on each i.e. containing "Techno Commercial Bid" other containing "Price Bids" and these sealed envelopes i.e. the envelope containing "Techno Commercial Bid" and the envelopes containing "Price Bids" should be placed in an envelope which should also be sealed and superscripted with the Tender No., Name of the tenderer and the Due Date in bold letters.

5. Documents to be attached with the TECHNO-COMMERCIAL bid:

Following documents are to be enclosed alongwith the offer:

- a) Tenderer descriptive form (Annexure I).
- b) A bid security of Rs.10,000/-
- c) Duly Attested Photocopy of Partnership Deed & Registration Certificate of the firm & copy of Memorandum and article of Association in case of a Company.
- d) Power of Attorney in favour of constituted attorney authorizing him to sign tender documents.
- e) Duly attested copy of turnover of Rs.1,25,000/- in any one of the last three preceding financial years i.e. 2021-22, 2022-23 & 2023-24 in the tenderer name.

- f) The self attested copy of minimum three (03) Years experience of the same nature of work of repairing/servicing/manufacturing/installation of Electronic Weighbridge in any of the Govt. /PSU or in any other reputed firms
- g) Copy of tender document duly signed & stamped as token of acceptance.
- h) EMD (Security Money) as prescribed in the Tender.
- i) Copy of the PAN card & GST registration Certificate.
- j) Undertaking as per Annexure-III that no condition is mentioned in the Annexure -II (Price Bid).
- k) In accordance to recent RTPP Rules, 2013, following annexure have been attached:-
 - Annexure A: Compliance with the code of Integrity and No Conflict of Interest.
 - Annexure B: Declaration by the Bidder regarding Qualifications.
 - Annexure C: Grievance Redressal during Procurement Process and Form No.1
 - Annexure D: Additional Conditions of Contract.
- l) Amendments/Clarifications issued by GoR from time to time regarding RTPP Act, 2012 and RTPP Rules, 2013 may also be applicable.

6. PRICE BID (ANNEXURE-II):

Price Offer to be given as follows:

- i. The rates offered should be submitted in the proforma prescribed at Annexure III. The rate quoted by the tenderer should be written both in "figures" & "words". In case of variation i.e. figure and words, the lower of the two would be considered.
- ii. The price bid should be in the prescribed format only.
- iii. The rates quoted shall be firm and fixed, except for diesel/petrol escalation as provided elsewhere in the tender document.
- iv. No additions/modifications/alterations in the terms & conditions of the tender document should be written on the Price Bid or enclosed with the Price Bid. In case any such addition/ modification/ alteration is written or enclosed with the "Price Bid" then the same shall not be considered & may also result into disqualification of the tender. No correspondence in this regard would be entertained.

7. DELIVERY OF THE TENDER DOCUMENT:

The tender shall be submitted in two sealed envelopes, on the outer envelope being superscribing "TENDER FOR "Annual Service & Maintenance Contract (AMC) of four (04) numbers Weighbridges (100 MT Capacity pit type/pitless) installed at Giral & Sonari Lignite Mines of RSMML, Distt.-Barmer". The out cover shall be addressed to Manager (Mech.-Contract), RSMML, Khanij Bhawan, Jaipur. Tenders which do not comply with these instructions may be summarily rejected.

- I The tenders should reach the office of Manager (Mech.-Contract), RSMML, Khanij Bhawan, Jaipur on or before 05.11.2024 upto 11:00 AM.

- II RSMML shall not be liable for any delay & misplacement of tender sent by post / courier.
- III Offer on fax/e-mail will not be accepted.

8. SUBMISSION & OPENING OF TENDER (Techno Commercial Bid):

The tenderer should submit their sealed offer in the Office of Manager (Mech.-Contract) on 05.11.2024 upto 11:00 A.M. The Techno Commercial Bid of the tender will be opened in the office of Manager (Mech.-Contract), RSMML, Khanij Bhawan, Jaipur on 05.11.2024 at 03:00 P.M. in presence of the tenderers, who wish, to be present either in person or through an authorized representative at the time of opening of the tender.

The opening date of the Annexure- II i.e. PRICE BID shall be informed separately to those successful bidders who have qualified in the Techno Commercial Bid.

9. Period Of Contract

The contract period shall be two (02) year from the date of issue of Work-Order. The contract period shall be extended up to 50% as per RTPP act 2012 & Rule 2013 and all amendments issued by GoR from time to time will be also applicable.

10. Submission of offers

The sealed offers should be submitted in the office of Manager (Mech.-Contract), SBU & PC-Lignite, RSMML, Jaipur on or before the date and time mentioned in the tender. The offers shall be opened on the date and time mentioned in the tender in the presence of the tenderer or their representatives. Late received offers will not be accepted.

11. Validity of offers

The tender offers should remain valid and open for acceptance for a period of 120 days from the date of opening of the tender. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money deposit of such tenderer shall be forfeited. In case refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit shall be forfeited.

12. SECURITY DEPOSIT

- I. The rates of Work Performance Guarantee as per the prevailing terms and condition of the Company are @ 5% of total contract value. The successful tenderer shall furnish a Security Deposit through any of the option in favour of RSMML, Jaipur within 15 days of the issuance of Letter of Acceptance. The successful tenderer shall furnish a Security Deposit by following options:
- II. The contractor shall furnish Security Deposit @ 5% of Total contract value through Demand Draft in favour of RSMML, Jaipur /Bank Guarantee, within 15 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. 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 Jaipur on non-judicial stamp paper of 0.25% of BG value subject to 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 and/or extended period, defect liability period, plus a grace period of three months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.

- III. The contractor may also opt to furnish SD by Fixed Deposit Receipt (FDR) equivalent to 5% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Jaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- IV. The Contractor at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 5% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
- V. 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, In case or premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- VI. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- VII. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- VIII. In the event of Bank Guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum,

then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

- IX. In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 10 (Ten) days from the date of invoking of original Bank Guarantee.
- X. In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- XI. The entire Security Deposit shall be refunded after the expiry of contract & completion of defect liability period, provided the Contractor has fulfilled all contractual obligations and he has rendered "No claim and No Dues Certificate" to the Company.
- XII. 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.
- XIII. No interest is payable on S.D. amount.

13. ADDITIONAL PERFORMANCE SECURITY.-

In addition to Performance Security as specified in rule 75 of RTTP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. Explanation : For the purpose of this rule,-

- I. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- II. Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
- III. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- IV. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

14. Award of Contract

The company shall communicate to successful tenderer (L-1 bidder) to accept their tender offer/work order.

15. SIGNING OF THE CONTRACT AGREEMENT

- i. The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act (latest circular dated 20.04.2022) with the company within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- ii. The contract agreement shall consist of –
 - i) An agreement on non-judicial stamp paper of appropriate value,
 - ii) Tender document, along with the addenda/corrigendum, if any.
 - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - iv) Agreed Variation, if any,
 - v) Any other document as mutually agreed.

16. Rate and Tax deductions at source

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

The rate quoted by contractor shall be inclusive of all applicable taxes, duties as on applicable on the date of submission of the tender except GST. If GST is applicable on the contractor, the same shall be reimbursed by the company.

17. Terms of Payment

- i. For payment purposes the contractor shall raise the **quarterly bill** in triplicate along with the supporting documents to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer In-Charge. The rates as accepted by the Company shall only be considered for billing purpose. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC code that “total GST has been deposited and returns have been filed for relevant tax period”.
- ii. Payment will be made through RTGS/NEFT. All bank charges / commission , if any shall be borne by the supplier.

18. Right of Company

The Company reserves the right-

- i. To accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii. Not to accept the lowest tender or assign reasons for not accepting the lowest tender.

- iii. To increase/decrease the quantity and period of contract, without any additional obligation on it.
- iv. Not to carry out any part of work.
- v. To reject the offer, if it is established that the tenderer has submitted any wrong/ misleading information or forged documents along with offer or thereafter.

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

20. Termination of the Contract

- i. In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default, breach may result in termination of the contract and forfeited of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- ii. The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days Notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

21. Criteria For Deciding L-1 Bidder

Lowest bidder (L-1) would be decided on the basis of the lowest rate offered quoted by the bidder excluding GST, if applicable.

22. Compensation

For Delay in commencement:

In case the Contractor fails to commence the work within 15 days from the date of issuance of Work-Order, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor.

For Delay completion:

In case Contractor fails to complete the job within stipulated period as given by the Engineer In charge, and it is established that the delay is on account of contractor's lapses, the company shall

recover a pre determined and agreed compensation @ 1% (One percent) of contract value subject to maximum 10% as per RTPP rules. The Engineer In charge shall however informs the contractor about time required to execute the specific job in advance taking in to account site conditions etc.

23. Risk & Cost

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

24. Appeals:

Subject to section 40, Rajasthan Transparency in Public procurement Rules, 2013, if any bidder or prospective bidder is aggrieved that any decision , action or omission of the procuring entity is in contravention to provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly given the specific ground on which he feel aggrieved on the form no.1 (see Rule 83)-Memorandum of Appeal under the Rajasthan Transparency in Public procurement Rules, 2012 with prescribed fees.

25. Dispute & Jurisdiction

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

26. Undertaking:

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms and conditions of this tender.

For & Behalf of the tenderer as token of acceptance of tender

Signature of Contractor with name & address

Annexure-I

Rajasthan State Mines & Minerals Limited
(A Government of Rajasthan Enterprise)

GENERAL PARTICULARS OF BIDDERS

This part of tender should contain the Techno Commercial Bid without giving price indication, In any manner and should be submitted in a duplicate sealed envelope super subscribing on the envelop the Name and Address of tenderer and indicating in bold letters "TECHNO COMMERCIAL BID"

1.	Name of Tenderer			
2.	Address for Communication with the tenderer			
3.	Full Postal Address			
4.	Telephone No./ Mobile No.			
5.	Fax No.			
6.	PAN No. & G.S.T. No.			
7.	Earnest Money DD No. & Date			
8.	Minimum turnover of Rs.1,25,000/- in any one of the last three preceding financial years i.e. 2021-22, 2022-23 & 2023-24 in the tenderer name	2021-22	2022-23	2023-24
9.	Minimum three (03) Years experience of the same nature of work of repairing/servicing/manufacturing/ installation of Electronic Weighbridge in any of the Govt. /PSU or in any other reputed firms. (Self attested Copy for the same has to be enclosed with the offer.			

PERFORMA FOR “PRICE BID”

Ref: e-tender no F.6 (1)66/CC/2024/116

Dated 17.10.2024

Name of Tenderer _____

Particulars	Basic Price for each quarter (Three Months)	GST	Total Price (In Rs.) for two (02) Years.
Annual Service & Maintenance Contract (AMC) of four (04) numbers Weighbridges (100 MT Capacity pit type/pitless) installed at Giral & Sonari Lignite Mines of RSMML, Distt.-Barmer as mentioned in Section-II)			

Note:

1. The basic price will be inclusive of all levies except GST.
2. No condition shall be mentioned in the rate part otherwise the offer will be rejected.
3. Rates must be entered in figures and words.
4. If there is any variation in the rate mentioned in figures & words then the rate whichever is lower will be considered as the rate offered by the party.
5. Registration in GST- : Yes/No.

Dated:

Place:

(Authorized Signatory)

Name & Designation

Authorized Signatory with the tenderer

FORM "2"

EXCEPTIONS AND DEVIATION

Ref: e-tender no F.6 (1)66/CC/2024/116

Dated 17.10.2024

Name of Tenderer _____

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 with office seal

Annexure-III

(On the letter head of the tenderer)

DECLARATION

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

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(Yes/No).
2. If yes, please furnish the declaration given below.

We _____ (Name _____) of
Tenderer _____), hereby
declare that, our organization is registered under Micro, Small & Medium
Enterprises Development Act, 2006 as _____ (Micro, Small &
Medium) Enterprises.
3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose
copy of registration certificate.

Signature of tenderer with stamp

Date:
Place:



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

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
Place

Signature of bidder
Name:
Designation:
Address:



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is –

*Managing Director,
RSMM Limited,
4, Meera Marg, Udaipur (Raj.)*

The designation and address of the Second Appellate Authority is –

Mines Department,
Government of Rajasthan,
Jaipur (Raj.)

(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



राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड
(राजस्थान सरकार का उपक्रम)

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (ii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Jaipur on the non-judicial stamp paper of value equal to @ 0.15% (zero point fifteen percent) of the total Security Deposit Amount subject to maximum of Rs. or as applicable at the time of submission of BG.

B.G _____ Dated _____

Contact details of BG issuing Banker :

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

Contact details of Banker's local branch at Jaipur :

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

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

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

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

1.1.1.1 We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or

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

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

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

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

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

1.1.1.3.1 We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

1.1.1.4 This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

1.1.1.5

1.1.1.6 The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

1.1.1.7 We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

1.1.1.8 The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

1.1.1.9 For the purpose of enforcing legal rights in respect of this guarantee Jaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____
(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____ 2024.