



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

Registered Office:

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

Corporate Office:

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 2428763-67
Fax: +91-294-24287, 2428739
website: www.rsmm.com

e-mail naveengupta.rsmml@rajasthan.gov.in

PAN No : AAACR7857H

GSTIN No.: 08AAACR7857 H1Z0

TENDER DOCUMENT TO

e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021

e- TENDERS ARE INVITED FROM MANUFACTURERS/ AUTHORIZED DEALERS/DISTRIBUTORS/ IMPORTERS/BONAFIDE DEALERS FOR SUPPLY OF SPARES SUITABLE FOR BEML MAKE BH-85 REAR DUMP TRUCKS TO OUR JHAMARKOTRA MINES

S. N	Description	Date	Time
1	Bid Submission Start Date	23.04.2021	10.00 a.m.
2	Bid Submission Closing date	04.05.2021	6.00 p.m.
3	Techno-Commercial Bid Opening Date	05.05.2021	3.00 p.m.
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security Declaration	04.05.2021	Upto 6.00 p.m.
5	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
6	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in , http://sppp.rajasthan.gov.in	
7	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
8	Tender Document Fees	Rs. 1180/- in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur.	
9	RISL Processing Fees	Rs. 500/- in favour of “MD RISL” payable at Jaipur.	
10	Bid Security	Rs. 20200/- in favour of “Rajasthan State Mines & Minerals Limited” as per Bid Security declaration on non judicial stamp paper of Rs. 50/-	



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Dated 12.04.2021

NOTICE INVITING e-TENDER

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

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

(B.S. Gupta)
GGM (MM)

e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021 FOR SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85 REAR DUMP TRUCKS.

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

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

1.0 Instructions for preparation & submission of tender:

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

Document/Bid before submitting the Tender/BID online.

- vii) The Tender Document is not transferable.
 - viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate not to procure a new Digital Certificate.
 - ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C for any technical related queries are:
24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593.
e-mail-support-e proc @ nic.in. Local Help Desk Number 0141-4022688.
9.30 a.m. to 6.00 p.m. on all working days. email: eproc@rajasthan.gov.in.
Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.
 - x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
 - xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees & Processing Fees & for Bid Security declaration (as per Annexure-XI) should be submitted offline (manually /post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Daft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid.
 - xii) Tender Document Fees & processing fees may also be furnished by the way of RTGS/NEFT in the account of RSMML in addition to other modes already prescribed in the relevant clauses of the tender document.**
Our Bank Details are as under:
IDBI Bank,
Account No.:050102000002202
IFSC Code: IBKL0000050
Saheli Marg,
Udaipur (Raj.) India
- Note: Tenderes are requested to forward the UTR no. & other relevant details through email immediately after deposition of fees through RTGS/NEFT for verification at our end on above mentioned e-mail address.**
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
 - xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
 - xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any

- interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise RSMML extends the dates.
- xv) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part – I of offer.
- i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract
- xvi) **Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the “covers” as below/prescribed in the document in PDF/jpg format.**

COVER-A

- i) Scanned Copies of RTGS details/Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees & processing fees. Bid Security declaration as per Annexure-XI.
- ii) Sealed and Signed copy of authorization certificate in favor of the authorized representative for the tender.
- iii) General profile of tenderer as per annexure-I.
- iv) Undertaking towards acceptance of all terms & conditions of tender as per annexure-II.
- v) Undertaking towards non suspension/non banning/GST as per annexure-III,
- vi) Registration details as per MSMED Act, 2006 as per annexure-IV.
- vii) Details of taxes & duties offered in price bid as per annex-V.

COVER-B

- i) Check-list to technical specification for the tendered product as per annexure-VI etc.
- ii) Affidavit as per Annexure VIII.
- iii) Confirmation to furnish Indemnity Bond as per clause 9.0(B) of tender.
- iv) Annexure – A, B, C & D.
- v) Form A & B.

COVER-C

Price Bid in **xls format. (BOQ).**

2.0 SUBMISSION & OPENING OF TENDERS.

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be

the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft/ Bankers Cheque/Bank Pay Orders towards tender document fee & Processing Fees and for Bid Security declaration (As per Annexure-XI) offline to the office of GGM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft/Bankers Cheque/ Bank Pay Orders towards tender document fee/Processing Fees & Bid Security declaration as format on Annexure-XI to the office of GGM (MM) within the specified time & date of submission, failing which, their online bids will not be opened.

3.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of Four months from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the Bid Security deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

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

4.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) In lieu of Bid Security of Rs. 20200/-, a bid security declaration will be furnished by the bidder (as per attached Annexure-XI on non-judicial stamp paper of Rs. 50/-) in favour of RSMML. Offers not accompanied with the requisite Bid Security declaration will not be considered.
- b) Tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 500/- towards processing fees by RTGS/Demand Draft/Bankers Cheque/ Bank Pay Orders only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

RTGS details/Demand Draft/ Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees should be submitted offline (personally /post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

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

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in 'Annexure- III'. **Deviations mentioned anywhere else in the offer shall be ignored without any consequences.**

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

6.0 SPECIFICATIONS & QUANTITY:

The specifications and quantities of different types of spares suitable for BEML make BH-85 Dumpers are as per item no. 1 to 36 as detailed in enclosed annexure-VI. Tenderer should specify the complete technical specifications, part nos., make, country of origin etc. of the offered spares. RSMML may place repeat order for 50% of the value of goods of the original contract on the same rate, terms and conditions.

7.0 SUITABILITY & CONFORMITY OF ITEMS TO OUR EQUIPMENT: Tenderer should confirm 100% suitability and fitment of offered items to the parent equipment, for which the item is required, without major fitment alteration and affecting the performance of the equipment.

8.0 SUPERSEDING PART NUMBERS OF SPARES:

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

9.0 SCOPE OF SUPPLY:

- A. Tenderer will supply the ordered spares in accordance with the agreed specification, terms and conditions to our Jhamarkotra Mines, Udaipur.
- B. Tenderer will furnish Indemnity bond (in the format as per Annexure IX) towards declaration that the store being supplied are of genuine make offered by them, performance of the supplied spare parts is in accordance to the offered/agreed warrantee and are sourced from M/s. -----
- C. The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, specifications and all other documents forming part of the contract and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- D. The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

10.0 QUALITY OF SPARES & STANDARD APPLICABLE WARRANTY:

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

11.0 TERMS OF DELIVERY & DELIVERY PERIOD:

- i) The tenderer is requested to offer earliest possible delivery period to supply the offered spares at site. The successful tenderer will be required to supply the spares in the offered delivery period. The delivery period will be counted from the date of issue of LOA/PO irrespective of the fact whether the successful tenderer has sent their acceptance to LOA/PO or not.
- ii) It is desirable that offered stores (items) are supplied in one single lot. If it is inevitable to make part supplies, then entire supplied should be made in not more than four consignments. The supplies should be completed within stipulated delivery schedule.
- iii) RSMML at its option may accept the delivery/supplies of consignment beyond prescribed delivery period/lots & as per provisions of the contract. Supplier will take prior written confirmation for the supplies beyond prescribed delivery period which may be granted by RSMML without prejudice to the rights of the company at its sole discretion. The supplier, however, will not entitle to claim any relaxation.
- iv) In case supplies are received in more than four lots, then additional compensation @ 5% of value of undelivered stores will be recovered from the supplier.

12.0 SHORT LISTING OF TENDERER:

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

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

13.0 DETERMINATION OF LOWEST BIDDER:

- a. The lowest tenderer shall be determined separately for each type of spare on the basis of total landed rate offered by the tenderer on f.o.r. Jhamarkotra Mines basis inclusive of basic price, transportation, Insurance & any other delivery charges up to destination for the supply of stores except IGST/CGST/SGST. The effect of any direct/ indirect tax/duties/levies imposed by thr Govt. of Rajasthan/ Central Govt. on supply of tendered store will be given while calculating the landed cost as per GST guidelines.
- b. In case RSMML opt for dividing quantity into more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effects, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
- c. In the event the company does not find the lowest quoted rate, acceptable acceptable to it, then the tender will be scrapped and may be re-tendered,or company may take any other suitable action as deemed fit looking to the exigency of the work.

14.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR:

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided-
- i) Tender document fees will be taken @50% of the prescribed total value of Tender document fees.
 - ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
 - iii) Security Deposit will be taken @ 0.5% of the total value of order.

- (B) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security. However, they have to give declaration as per Annexure-(XI) & (XII).
- (C) In case of sick industries, other than Small Scale Industries whose cases are pending with Board of Industrial and Financial Reconstruction.
- i) The Bid Security will be taken @ 50% of the total Bid Security as per clause no. 9.0.
- ii) Security Deposit will be taken @ 1% of the total value of order.

Except above, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

15.0 PURCHASE PREFERENCE TO MSME FIRMS:

The purchase preference will be given to MSMEs firms of Rajasthan as per notifications issued by Finance Department, GoR. For availing the purchase preference, bidder has to furnish declaration/certificate as per Form-A & B annexed.

16.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

If at any time before the commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the LOA/PO shall give notice in writing of the same to the tenderer and the tenderer shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the tenderer be entitled to any claim for compensation for re-scheduling of delivery period.

17.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) Towards the due, proper and faithful fulfilment of the obligations under the contract, supplier will furnish to RSMML, Security Deposit cum Performance Guarantee of 2.5 % of estimated value of contract by way of Demand Draft or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/ HDFC/AXIS Bank (except State Bank of India) having its branch at Udaipur within 21 days from the date of issue of LOA/PO on the stamp paper of appropriate value. The security cum performance guarantee should be valid for a period of Eighteen Months.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- iii) The Company is empowered to recover any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or

damages suffered by it due to unsatisfactorily performance or non fulfillment of any of the conditions of the tender/contract or tenderer have furnished any false information/commitment from the S.D.

- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero point twenty-five percent) of total Security Deposit amount subject to maximum of Rs. 25000/-, or as applicable at the time of issue of BG.
- viii) Bank Guarantee/S.D. should be send to the office of GGM (MM).

18.0 INSPECTION:-

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

19.0 PRICES:

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis. The rates should be quoted in Indian Rupees. Tenderers are advised to down load the BoQ from the e-proc web site and then upload the same after filling necessary entries.
- ii) The prices quoted must be net per unit, and should be offered on f.o.r. destination basis at Jhamarkotra Mines, including transportation, insurance & other delivery charges up to destination.
- iii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of spares must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.

- v) The tenderer shall be entirely responsible for all taxes, duties and other such levies imposed outside the India, including all bank charges.
- vi) Tenderer shall warrant that the prices being charged to the Rajasthan State Mines & Minerals Limited are not higher nor the terms taken as a whole less favorable than in respect to tenderer current sales.
- vii) The Comparative Chart of prices generated by the e-procurement portal online, if any, will only be for reference purpose. It is clarified that the L-1 tenderer will be determined on the basis of Comparative Chart generated by RSMML in accordance to the terms & conditions of tender.

20.0 PRICE VARIATION:

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in taxes and duties by the Government will be considered on production of documentary proof provided that the variation take place within the scheduled delivery period.
- ii) Save and except as aforesaid, the supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.
- iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- iv) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- v) The bidder shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- vi) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us.'

21.0 CONSIGNEE:

Group General Manager,
or his authorised representative.
SBU-PC (Rock Phosphate)
M/s Rajasthan State Mines & Minerals Ltd,
JHAMARKOTRA – 313 015
Via & Distt.– UDAIPUR.

22.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- i) 100% payment within 30 days on receipt and acceptance of materials at site.
- ii) **Billing & Paying Authority:** The bill in triplicate along-with the supporting documents should be sent to office of GGM (MM) for release of payment. Payment disbursing authority – FA, RSMML, Udaipur.
- iii) Payment will be made through RTGS only.

23.0 COMPENSATION FOR DELAYED COMPLETION:

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

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

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

24.0 INDEMNIFICATION CLAUSE :

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

25.0 PRICE FALL CLAUSE:

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

26.0 RSMML RIGHTS:

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

- a) not to accept any offer or reject any or all the offers.
- b) to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof & not to accept the lowest tender without assigning any reason.

- c) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- d) to increase/ decrease the tendered quantity.
- e) to split the tendered items/quantity into more than one tenderer.
- f) to accept/reject any of the offered spares on technical grounds.
- g) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information /forged document along with offer or thereafter.

27.0 NEGOTIATIONS:-

- i) Negotiations may be conducted with the respective 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.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re- invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

28.0 TERMINATION:

- a) In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
- b) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c) Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving Fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

29.0 FORCE MAJEURE:

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war,

Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

30.0 JURISDICTION:

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
GGM (MM)

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

Place & Date:

Signature of Tenderer with official stamps

Annexure – I

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-
85 REAR DUMP TRUCKS.**

GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer			
	Telephone No. /			
	mobile No			
	Fax No.,			
	e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company (Enclose copy of document)			
4	Name of owner/partners Directors with full address.			
5	Name of the Offered Product			
6	Annual turnovers in rupees for last three years.	2020-21	2019-20	2018-19
7	PAN No.			
8	GSTIN			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: (only for the purpose of payment) a) Name b) Branch No. c) Address d) Bank Account No. e) Type of A/c : Saving / Current/CC/ any other f) IFSC code			
11	Any other important information related to the tender requirement.			
12	Offered Delivery Period			
13	Other if any			

Signature of tenderer with official stamp:

Date & Place

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-
85 REAR DUMP TRUCKS.**

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

Name of Tenderer_____

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

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

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

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

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

Signature of tenderer with official stamp

Date & Place:

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-
85 REAR DUMP TRUCKS.**

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING/GST

Name of the Tenderer: _____

1. We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
2. We undertake that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

Signature of Tenderer with official stamp

Place:

Date:

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85
REAR DUMP TRUCKS.**

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

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

Signature of tenderer with official stamp

Date:
Place:

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-
85 REAR DUMP TRUCKS.**

DETAILS OF TAXES & DUTIES OFFERED IN THE PRICE BID

Name of Tenderer _____

Particulars	% Rate considered in price bid	Please confirm whether GST included in basic price or shown separately in respective column of GST in BOQ.
<u>CGST @</u>	<u>@.....%</u>	
<u>SGST @</u>	<u>@.....%</u>	
<u>IGST @</u>	<u>@.....%</u>	
GST on Transportation, Insurance & any other delivery charges up to destination.	<u>@.....%</u>	

Signature of tenderer with official stamp

Date:

Place:

Annexure - VI

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85 REAR DUMP TRUCKS.**

CHECK LIST TO TECHNICAL SPECIFICATIONS

Sr No.	Description of Spares	Parts no.	Qty. in Nos.	Offered Part No.	Makes of offered spare	Deviation, if any to specification / qty.
Details of Spares Required for BEML Make BH-85 Rear Dump Trucks						
1.1	Rear brake service kit	5613305020	4			
1.2	Final driver service kit	5612205023 / 5612205021 / 5612205022	4			
1.3	Air piping service kit	985SK01014 / 2813600010	2			
1.4	Air piping service kit	985SK01022 / 2813500020	1			
1.5	Air piping service kit	985SK01039 / 2813500041	2			
1.6	Front Brake chamber	5613561501	2			
1.7	Rear brake chamber	5613561201 / 985AS02614	2			
1.8	Plate	5693341242 / 5693361240	15			
1.9	Disc	5693341230	20			
1.10	Floating seal assembly	5683300015 / 5683300016	2			
1.11	Floating seal assembly	2873300010	4			
1.12	Pump Hydraulic	7055142010 / 7050142018 / 7055142130 / 985HM01016	2			
1.13	Pump Transmission	7051244010 / 985HM01008-I	1			
1.14	Valve steering assembly	5614042101 / 5614042100 / 985ZZ16815	1			
1.15	Shaft assembly	985PZ02005 / 985PZ02013 / 5612012003	1			

1.16	Shaft assembly	5610112211 / 5610112212 / 985DA51019	1			
1.17	Rubber	5620122410 / 5620122140 / 985DA61096	8			
1.18	Flange	5620122160	2			
1.19	Snap Ring	0407100130 / CFL- 0410130 / UTD- 2128490	8			
1.20	Bushing	5615211160 / 5615211161 / UTD2128830	5			
1.21	Coupling	5612241421 / 985AX55507	1			
1.22	Motor assembly with pump	5614065210 / 985SS02762 / 4216232700	2			
1.23	Kit Service	985SK04128 / 58143134	1			
1.24	Rod	985SU02013 / UTD2129040 / 5685012111 UT	1			
1.25	Rod	985SU02062 / 5615031120	1			
1.26	Retainer	5683311933 / 985BR45181	1			
1.27	Operator seat assembly	5665715100 / 640000394500 / 935OS01018	1			
1.28	Mirror	649000-063300 / 649000-038500 / 649000063302	2			
1.29	Rod	5615231110 /985PI11178 / 425600817	1			
1.30	Pin	5615231120 / 985BD02059	2			
1.31	Rod	5685211122	1			
1.32	Spider assembly	985UJ03016 / 5622011100 / 1952031100 / 2812012201 / 5612011102 / 5622011000 / 985UJ03058 / 9850003058	5			

1.33	Spider assembly	985PZ03036 / 985PZ03018 / 985PZ03067 / 5612012102 / 5612012100 / 985PZ03059	5			
1.34	Pin	5685411310	1			
1.35	Oil cooler assembly	985EC02256	1			
1.36	Gasket	5690313140 / 985EC91884	3			

(B.S. Gupta)
GGM (MM)

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-
85 REAR DUMP TRUCKS.**

DECLARATION BY TENDERER

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

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

Signature of tenderer with official stamp

Date:

Place:

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85
REAR DUMP TRUCKS.**

**AFFIDAVIT IN SUPPORT OF TENDER
(Notarized on Non Judicial stamp paper of Rs. 100/-)**

Name _____ of _____ Tenderer
.....I/we,.....
...S/o Shri..... aged.....years, resident of
.....on behalf of the tenderer, M/s.....
.....hereby take oath and state as under:

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

DEPONENT
(Authorized signatory)

Place:

Date:

VERIFICATION

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

DEPONENT
(Authorized signatory)

Place & Date :

**e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85
REAR DUMP TRUCKS.**

FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE

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

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

Whereas the indemnified herein has awarded to the Indemnifier herein a supply order for the supply of Spares suitable for BEML make..... on terms and conditions set out interalia in the purchase order no RSMM/CO/MM/PO- /2018-19 dated ----- valued at Rs.....(Rupees only) vide Bill No. dated

And Whereas, clause of the above mentioned order provides for warrantee (i.e.) to be free from defect due to faulty material or workmanship for a period of 9 Calendar months from the date of supply of spares or 6 calendar months/ 1000 hours from the date of commissioning , whichever is earlier of the spare parts supplied by the Indemnifier to the indemnified.

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

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

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

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

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

Name and signature of the Supplier
(Indemnifier) with official seal.

Witness:

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

e_TENDER NO. RSMM_CO_MM_NIT_00_2020-21 Dated 00.00.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85
REAR DUMP TRUCKS.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (Except SBI) having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G _____ Dated _____

Contact details of Banker:

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

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

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

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

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office _____(specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time

any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation)_____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____2021.

e TENDER NO. RSMM_CO MM NIT_01 _ 2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85
REAR DUMP TRUCKS.

FORM OF BID-SECURING DECLARATION

(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:

Bid No.:

Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order with in the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]

Signature of tenderer with official stamp

Date & Place:

e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021
SUPPLY OF DIFFERENT TYPES OF SPARES SUITABLE FOR BEML MAKE BH-85
REAR DUMP TRUCKS.

FORMAT OF DECLARATION IN LIEU OF SECURITY DEPOSIT CUM
PERFORMANCE GUARANTEE IN CASE OF AWARD OF CONTRACT

To: RSMML

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for above mentioned tender.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the suitable time if we are in breach of any of our performance obligation under the conditions of the Contract. We further understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signature of tenderer with official stamp

Date:

Place:

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

Any person participating in a procurement process shall –

- i) 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;
- ii) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v) 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;
- vi) Not obstruct any investigation or audit of a procurement process;
- vii) Disclose conflict of interest, if any, and
- viii) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

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

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

- 1) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the bid; or
 - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or 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
 - f) 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.

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

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

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

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:

Annexure C: Grievance Redressal during Procurement Process

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

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

1) Filing an appeal

If any 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 the procurement proceedings:

Provided further that in case a Procuring Entity evaluates the technical bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a 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 the appeal.
- 3)** If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be .
- 4) Appeal not to lie in certain cases**

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

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

5. Form of Appeal

- i) An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;
- ii) 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.

- iii) 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

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

7. Procedure for disposal of appeal

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

(See rule 83)
**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement
Act 2012**

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

1. Particulars of appellant :
 - i) Name of the appellant :
 - ii) Official address, if any:
 - iii) Residential address:
2. Name 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 (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :
6. Ground of appeal :
.....
.....
.....
.....(Supported by an affidavit)

7.
Prayer:.....
.....
.....

Place :
Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the 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 price 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 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, 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.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)

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

e_TENDER NO. RSMM_CO_MM_NIT_01_2021-22 Dated 12.04.2021

Form A

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,

The General Manager
DIC, District

1. Name of Applicant with Post:
2. Permanent Address:
3. Contact Details:
 - a. Telephone No.:
 - b. Mobile No.:
 - c. Fax No.:
 - d. Email Address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum:
(enclose photo copy):
8. Products which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum availed:
9. Products for which are at present being produced by the enterprise:
10. Products which purchase preference has been applied for:
11. Production capacity as per Capacity Assessment Certificate (enclose photocopy of Capacity Assessment Certificate):

Serial No.	Product	Product Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed:

Serial No.	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

13. List of Testing Equipments installed:

Serial No.	Name of Testing Equipments	Quantity	Value
1			
2			
3			
4			

14. Benefits availed in last financial year and current financial year:

a. Benefits depositing Bid Security and Performance Security:

Last Financial Year			Current Financial Year	
Department	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date _____

Signature
(Name of the applicant)

along with seal of post)Office of the District Industries Centre _____

CERTIFICATE

File No. _____

Date _____

It is certified that M/s _____ was inspected by _____ on dated _____ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Purchase Preference under this notification.

The certificate is valid for one year from the date of its issue.

Office Seal Signature

(Full Name of the Officer)
General Manager
District Industries Centre
Rubber Seal/Stamp

Enclosure- (1) Application

(2)

(3)

**Form B
Format of Affidavit**

IS/oAged Yrs. residing at
..... Proprietor/Partner/Director of M/s
..... do hereby solemnly affirm and declare that :

(a) My/Our above noted enterprise M/s has been issued
acknowledgement of Entrepreneurial Memorandum Part - II by the District
Industries Center The acknowledgement No. is
dated and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
--------------	------------------------------

(i)

(ii)

(iii)

(iv)

(v)

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part -
II has not been cancelled or withdrawn by the Industries Department and that the
enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully
equipped to manufacture the above noted items.

Place _____

Signature of
Proprietor/ Director Authorized Signatory
with Rubber Stamp and date