



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office

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

Corporate Office

4, Meera Marg,
Udaipur – 313 001
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website: www.rsmm.com

PAN No : AAACR7857H

TIN No. 08693902289

TENDER DOCUMENT TO

e TENDER NO. RSMM CO MM NIT 04 2017-18 Dated 15.05.2017

e- TENDERS ARE INVITED FOR MAINTENANCE & REPAIR CONTRACT OF 2 NOS. VOLVO MAKE EC290BLC HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM) BALLAR MINES

s.n.	Description	Date	Time
1	Publishing Date	15.05.2017	5.50 p.m.
2	Document Download/Sale Start Date	15.05.2017	6.00 p.m.
3	Document Download /Sale End Date	14.06.2017	6.00 p.m.
4	Bid Submission Start Date	16.05.2017	10.00 a.m.
5	Pre-bid meeting date & time	25.05.2017	At 11.00 a.m.
6	Bid Submission Closing Date	14.06.2017	6.00 p.m.
7	Techno-Commercial Bid Opening Date	15.06.2017	3.30 p.m.
9	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	14.06.2017	Upto 6.00 p.m.
10	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
11	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in/	
12	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
13	Tender Document Fees	Rs. 1145/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
14	RISL Processing Fees	Rs. 1000/- in favour of "MD RISL" payable at Jaipur	
15	Bid Security	Rs. 2,24,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited for following work-

Description	Qty.
MAINTENANCE & REPAIR CONTRACT OF 2 NOS. VOLVO MAKE EC290BLC HYD. EXCAVATOTS AT OUR SBU&PC (GYPSUM) BALLAR MINES	Two Nos.

For more details, visit us on web site 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)
General Manager (MM)

e TENDER NO. RSMM CO MM NIT 04 2017-18 Dated 15.05.2017
MAINTENANCE & REPAIR CONTRACT OF 2 NOS. VOLVO MAKE EC290BLC HYD.
EXCAVATORS AT OUR SBU&PC (GYPSUM) BALLAR MINES

Sec-I	Instructions for preparation & submission of e-Tender and Conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards acceptance of all terms & conditions of tender
Annexure- III	Undertaking towards non suspension/non banning.
Annexure- IV	Registration details as per Micro, Small & Medium Enterprises Development Act,2006.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Confirmation of scope of work & other details
Annexure-VII	Declaration by tenderer
Annexure- VIII	Details of Past Experience
Annexure- IX	B.G. Format.
Annexure- X	Format of % reduction in prices in case of operation in 3 rd shift
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.

SECTION -1: 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) **Bid Security and Tender Document Fee** shall be in the form of Demand Draft / Bankers Cheque drawn in favour of **“Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time as above.

- iv) **Processing Fee** shall be in the form of Demand Draft / Banker Cheque drawn in favour of “ **MD RISL” payable at Jaipur** and shall also be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :

Telephone No. 0120-4200462, 0120-4001002, 8826246593 (Help Desk 10.00 AM to 6.00 PM on all working days), email: eproc@rajasthan.gov.in, Support-e proc @ nic.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 DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.

- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**
- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :
- 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.

COVER-A

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and processing fees.
- ii) Scanned copy of sealed & signed tender document towards acceptance of terms and conditions.
- iii) Authorisation in favour of a person signing tender document.
- iv) General profile of tenderer as per annexure-I, Undertaking towards acceptance of all terms & conditions of tender as per annexure-II and Undertaking towards non suspension/ non banning as per annexure-III.
- v) Registration details as per MSMED Act, 2006 as per annexure-IV.
- vi) Details of taxes & duties offered in price bid as per annexure-V. In case the tenderer is availing any exemption/ concession on ED,CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./agencies should be enclosed.

COVER-B

- i) Check-list to scope of work & necessary information as per annexure-VI.
- ii) Declaration by tenderer as per annexure-VII alongwith supporting documents towards tenderer’s status.
- iii) Details of past experience alongwith required documents as per annexure-VIII and clause no. 7.0.
- iv) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure- D and Duly Filled, Sealed and Signed Annexure-B.

COVER-C

- **Price Bid in xls format.**
- Details of % reduction in prices in case of operation in 3rd shift in format. (Proforma of same is enclosed at Annex-X)

2.0 SUBMISSION & OPENING OF TENDERS:

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

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

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

3.0 PRE-BID MEETING:

The pre bid meeting will be held on 25.05.2017 at 11.00 A.M. at RSMML, CO, Conference Hall, 4-Meera Marg, Udaipur to clarify the issues and/or doubts related to the tender. Tenderers are advised to send their queries/clarifications addressed to GM(MM), so as to reach him at least 5 days before the scheduled date of the pre bid meeting. Tenderers are also advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation well in advance.

Tenderers are advised to visit the site to understand the technicalities / requirement of scope of work.

4.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 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.

5.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) The tenderer shall deposit (interest free) a sum of Rs. 2,24,000/- as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,145/- (inclusive of VAT) towards tender document fees and Rs. 1000/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders only to the office of GM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

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

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

- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
 - ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
 - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - iv) If the tenderer does not submit the security deposit cum performance guarantee.
 - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.

- (f) Incase 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.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI units of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of the offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

6.0 SCOPE OF WORK, SPECIFICATIONS & QUANTITY:

- 6.1 a) The tenderer is requested to submit the offer for Maintenance & Repair Contract (MARC) of two excavators covering the detailed scope of work, facilities, responsibilities, schedules of repairs, spare parts availability/inventory and other terms and conditions etc. for Maintenance & Repair Contract of two nos. Volvo make EC 290BLC model Hyd. Excavators which are presently deployed at our Ballar Gypsum mines. Both the machines have run for approx. 17000-17500 hours and are in good condition. Till date, maintenance of these machines are being carried out by the authorized dealer of M/s. Volvo India Pvt. Ltd.
- b) The tenderer will undertake responsibility for complete maintenance, repair & availability of the equipment after handing over the same to them at site and make the equipment available for operation at our mines.
- c) RSMML is proposing the operation of equipments in two shift working, which are presently from 6 a.m. to 2 p.m. and 2.p.m. to 10.00 p.m. on each working day. RSMML at it's sole discretion may decide the operation of equipment in the third shift also, in such case, an advance intimation of 10 days will be given to tenderer. Tenderer have to perform the maintenance and repair activity of both excavators accordingly.
- d) Operation of the equipment will be done by RSMML.
- e) Tenderers are advised to visit the site to understand the technicalities / requirement of scope of work.
- f) Tenderer should also specify the minimum mobilization period required for commencement of MARC at site after placement of order.

g) Excavators may also be deployed to Larewala and Dhani Abdullawali mines as per requirement of SBU-PC (Gypsum). Approx. distances of these mines from Ballar mines are 11 kms & 21 kms respectively.

6.2 Facilities to be provided by the RSMML:

- i) Land at mines site for creating warehouse and other infrastructural facilities, tenderer desires to create to undertake maintenance & repair activities under the contract. The requirement of land is to be intimated by tenderer. Creating the warehouse and other infrastructural facilities to undertake complete maintenance & repair activities under contract is to be undertaken by tenderer at their cost.
- ii) **HSD:** At the time of handing over & taking over of each equipment to tenderer for maintenance each time, the reading of hour meter and fuel level in the fuel tank will be recorded. Present approx. diesel consumption is 24 lts./per hour per machine. The fuel consumption of the equipment shall be the one which is proved/established in the actual working conditions at site after handing over the equipment. In case the consumption of HSD during maintenance contract is within the prescribed fuel consumption limit, RSMML will not charge any amount towards fuel but in case of excess consumption RSMML will charge the cost of excess HSD on the prevailing rates with full tax plus 10% handling charges plus service tax thereon.

6.3 Complete maintenance and repair of the equipment shall be done by tenderer. This will include running repairs, breakdown/ schedule maintenance, major repairs and overhaul inclusive of using of all and complete range of spare parts, assemblies, sub-assemblies, consumables, batteries & all types of lubricant/oil/grease etc. except HSD. RSMML will not provide any kind of spares, assy./sub-assy., tools & tackles etc.

6.4 Tenderer will use only genuine & standard spares, assemblies, sub-assemblies, consumables, batteries etc. of OEM only i.e. M/s. Volvo India Pvt. Ltd. as per recommendations of OEM. Tenderer will also adhere to prudent engineering methods for maintenance & repair work of the equipment.

6.5 Tenderer will arrange all types of tools & tackles, other facilities, man-power, service vehicles, transporting arrangements as per their requirement and all others as necessary for execution of the complete maintenance & repair of the equipment.

6.6 Tenderer will specify the preventive maintenance schedule for the equipment, components and different assemblies/sub-assemblies at different intervals indicating the repair or overhauling or replacement of the assembly/sub-assembly/ spare parts etc. and time required for this purpose.

6.7 Tenderer will practice "Repair before Failure".

6.8 If any damage is occurred to the equipment/component during the maintenance or due to improper maintenance then such damages shall be

rectified by tenderer free of cost and such additional maintenance hours will be treated as down time.

- 6.9 Tenderer will be entitled to take back the changed/scrap items except the items provided by RSMML. (by getting gate pass from competent authority).
- 6.10 Tenderer will keep sufficient inventory of the spare parts and other components at site. It is advisable to create a depot/sub-depot locally.
- 6.11 Any other work in addition to above, if required for the proper execution of the maintenance contract will be deemed to be included in tenderer's scope.
- 6.12 Tenderer will be responsible for the safety & security of their man, material, equipment etc. from fire, theft etc. at their cost either directly or outsourced.
- 6.13 Tenderer will provide Photo identity cards to their authorized persons who will work at the premises of working place.

7.0 PRE-QUALIFICATION CRITERIA:

- I. The tenderer should have experience of repair & maintenance work of similar or higher capacity excavators at least for a period of two years in last 5 years. Tenderer should enclose copies of Contracts, Performance Certificates etc. in support of same.
- II. Further, tenderer has to give their confirmation that they will use only genuine spare parts of OEM M/s. Volvo India Pvt. Ltd. only as per annexure-VII.

The Techno-commercial suitability of the offers will be ascertained on the basis of PQC, documents submitted alongwith Part –I of the offer and/or the information gathered by the RSMML about the tenderer. The price offer of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only . The decision of the Company shall be final and binding in this regard.

8.0 RSMML's RIGHT:

The Company reserves the following rights at its sole discretion without assigning any reason thereof:

- a) to reject any or all the tenders received.
- b) to accept a tender either for the total requirement or part thereof or to split the work in more than one tenderer & not to accept the lowest tenderer.
- c) to judge the capability & competency of any tenderer on technical grounds for its acceptance based on RSMML requirement.
- d) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.

The decision of the Company in above regards shall be final and binding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

9.0 RATES :

- i)** The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- ii)** The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Charges etc. upto destination. The quoted price will remain firm and fixed till complete execution of contract.
- iii)** Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal.
- iv)** In case the tenderer is availing any exemption/ concession on taxes etc. the details of the same should be clearly provided alongwith the part- I of the tender as per annexure - V. The supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.
- v)** The tenderer is requested to offer the rates considering MARC of 02 Nos. Excavators, however, rates should be offered on each equipment basis. The rates offered shall be firm and fixed for the entire contract period.
- vi)** The prices are to be quoted on f.o.r. destination basis for contract of 7800 Working Hrs. per equipment (each slab of 3900 hours). Contract can be extended for another 3900 working hrs. beyond 7800 hrs. at the sole discretion of RSMML. The rates for repair & maintenance work should be offered on per working hour basis which will include rates for using of spares and charges towards labour, establishment, all other activities for execution of contract, etc., on each equipment basis as under:

Sl. No.	Interval in working hrs.	Total Hourly rate for MARC of equipment including using of spares and charges towards labour & establishment etc.
1	0-3900	Rates for each interval is to be offered as per price format (BOQ)
2	3901-7800	(No price indication should be here).
3	7801-11700	Tenderer is also to offer rate for this slab. RSMM may extend contract period on their absolute discretion.

Note- (0) Zero working hours will be the reading of hour meter of each equipment at the time of handing over the equipment by RSMML to tenderer for MARC.

- vii)** The tenderer has to quote the rates, based on two shift working basis, as detailed out in the document. The determination of the lowest bidder, as provided in the documents will be made on the basis of these rates.
- viii)** The tenderer has, however, also to quote the percentage variations (reduction) to hourly quoted rate for each slab, in case the Company commences 3rd shift operation. In such an eventuality, the contractor will be paid on the revised hourly rate. Such revised hourly rate will be calculated after giving the effect of % reduction in prices mentioned in PDF sheet as per format Annex-X (to be furnished alongwith BOQ). The revised hourly rate would be effective from the time of commencement of 3rd shift operation and hour meter reading of each equipment thereof.
- ix)** The prices to be offered on per working hour basis, as above, shall include the complete scope of maintenance and repair work of contract including supply of all items/spares, labour, establishment, any other activity required to execute contract etc. except HSD & operator.
- x)** The tenderer should specify the proportion towards cost for using of spares and charges towards labour, establishment, any other activity required to execute the contract out of total per working hr. rate offered for maintenance of excavator. They should also specify the applicability of taxes & duties i.e. VAT/Service tax on either of the component specifically.
- xi)** The tenderer shall be entirely responsible for all taxes, duties and other such levies imposed inside/outside India for using of spares, any other item/ services and towards their personnel.
- xii)** Price quoted should be inclusive of all taxes & duties except VAT/Service Tax. The taxes and duties considered in the offer should be clearly indicated for reference purpose. Tenderer is to mention the amount of RVAT & Service tax in the BOQ considering the proportion of MARC charges towards its applicability.
- xiii)** Amount of service tax shall be reimbursed on actual basis on production of documentary evidence for deposit of service tax with Govt. authorities.

10.0 PRICE VARIATION:

- i)** The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are directly reflected on invoice will be considered on production of documentary proof provided that the variation take place within the contract period.
- ii)** Save and except as aforesaid, the tenderer 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.

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

If at any time before commencement of the contract if the Company, for any reason, whatsoever do not require the whole contract or part thereof as specified in the order, 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 contractor be entitled to any claim for compensation for re-scheduling of contract period.

12.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, tenderer will furnish to RSMML, Security Deposit cum Performance Guarantee of 10% of estimated value of contract by way of Demand Draft or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/ HDFC/AXIS Bank (except SBI) having its branch at Udaipur within 21 days from the date of issue of LOA/PO. The security cum performance bank guarantee should be valid for a period of 3 years, which may be further extended, if required.
- 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 from the S.D. 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 un-satisfactorily performance or non fulfillment of any of the conditions of the tender/ contract.
- 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 Tenderer after the expiry of guarantees 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 guarantees 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 the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.

viii) Bank Guarantee/S.D. should be send to the office of GGM (SBU&PC-Gypsum), Bikaner.

13.0 DETERMINATION OF BEST ECONOMIC BIDDER FOR EVALUATION PURPOSE:

- a) For evaluation purpose, the best economic bidder shall be determined on the basis of the total cost of Maintenance & Repair Contract for initial 7800 working hours (1st 3900 + 2nd 3900 working hrs slab) inclusive of all taxes & duties. The charges to be quoted for third slab of 3900 working hours would not be considered for determining the best economic bidder.
- b) The total Maintenance Contract cost shall be computed on the basis of the proportion of the component towards (i) cost of using of spares, consumables etc, and (ii) towards labour and establishment charges, out of total per hour rate, and taxes & duties thereof, as offered by tenderer.
- c) Online comparative chart may not necessarily generated, if generated, may not be treated as final.

d) NEGOTIATIONS:-

- i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii) In case prices of best economic bidders is found to be higher than quoted price by other bidders for any slab, same may be rationalize to the L-1 rate received for that slab.
- iii) In 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.
- iv) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- e) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

14.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- a. Tenderer will raise monthly bills on actual working hour clocked basis, separately for each hydraulic excavator. For billing purpose admissible working hours shall be ascertained based on the log book maintained by tenderer & RSMML at Mines and verified by their authorized representative and Engineer In-charge of RSMML at mines.
- b. Company, however, will pay for each equipment a minimum guaranteed 600 working hours for each quarter of three calendar months, in case the actual hours clocked in that particular quarter are less than 600 hrs, provided, however, that the available working hrs. for each equipment are more than 600 hrs. as per guaranteed equipment availability, described in the document herein after. However, calculation of guaranteed availability of each equipment and operation of relevant clauses to availability will be in force as per contract. The first day of the month, following the month in which the contract commences, will be taken as the base day for the first quarter.

However, in case the actual working hours found be lesser than 600 hrs as detailed above, the lesser actual working hours will be counted towards the contractual working hours.

- c. Tenderer will submit the bills duly verified by the Engineer-in-Charge, to the company and the payment will be made within a period of 21 days from the date of receipt of the bill. The payment will be made after making necessary deductions as stipulated elsewhere in the contract. The Company shall deduct Income Tax at source at prevailing rate from their bills. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- d. Payment will be made through NEFT/RTGS. The payment disbursing Authority will be financial head of SBU-PC (Gyp.).
- e. Amount of service tax shall be reimbursed on actual basis on production of documentary evidence for deposit of service tax with Govt. authorities by tenderer.
- f. Payment will be made after deducting statutory taxes i.e. TDS/ WCT/Service Tax etc wherever applicable.

15.0 PRICE FALL CLAUSE :

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

16.0 COMPENSATION:

The predetermined agreed compensation for every (one) % point shortfall in the guaranteed availability of 80% of each equipment will be 1 (one) % of the total quarterly maintenance contract charges, subject to maximum compensation upto 20 (twenty)% of quarterly maintenance contract charges plus service tax. Guaranteed availability of each equipment will be calculated on quarterly basis and compensation, if any, will be deducted accordingly from the next running bills. There will not be any adjustment of the compensation of a previous quarter on the basis of excess %age availability over and above 80% in the subsequent quarter.

17.0 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- II. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

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

18.0 AVAILABILITY:

- i)** Availability of each equipment through out the maintenance contract period shall not be less than 80 % of the production shift hours. The availability for two shift working will be calculated on quarterly basis as per following formulae:

$$\%age\ availability = (B / A) \times 100$$

Where:

- A- Production shift hours : 16 hours each day of a quarter of 3 Calendar months excluding the Weekly Offs & other holidays as declared by the company.
- B- available hours = Production shift hours – down time
Down time = breakdown hours + maintenance hours.

- ii) In the event, at any time during currency of contract, if the Company decides to regularly undertake mining operation in the 3rd shift, in that case the minimum availability hours (80%) will be computed taking 24 hours each day as against 16 hours in the availability calculation formula, as above.
- iii) Down time shall mean all hours of work lost due to mechanical, electrical or other failure including :
 - a) Routine servicing and maintenance in accordance with the manufacturers recommended norms.
 - b) Changing oils, grease, oil & air filters, lubrication.
 - c) Changing identified consumables or wear parts.
 - d) Planned preventive maintenance programme.
 - e) All hours lost due to failures determined to be guaranteed failures.
 - f) Down time arising due to damage occurred to the equipment/component during the maintenance or due to improper maintenance.
 - g) Down time arising due to use of non-genuine spares/ non-prudent engineering practice.
 - h) Downtime arising due to any other reason attributing to the maintenance work as per scope of contract.
- iv) Down time established as a result of accidents including blasting damages, face collapse etc. shall not be counted as down time for the purpose of accounting %age availability. In such cases repair of equipment will be carried out by tenderer, for which cost of spares will be borne by RSMML and separate work order will be released.
- v) Following shall not be included in down time :
 - a) Accidents.
 - b) Strikes or stoppage of work by the RSMML's personnel, however, same should be communicated in written document/letter.
 - c) Natural disasters.
 - d) Down time due to non-fulfillment of RSMML's commitment.
 - e) Time taken to shift the equipment from one place to another.

- vi) RSMML will provide the equipment for preventive/schedule maintenance as per norms of manufacturer. These durations will be counted towards the maintenance hours. However, in view of exigency of production/any other reason, RSMML at its discretion, may provide the equipment for the scheduled/preventive maintenance within $\pm 5\%$ of the recommended norm hours for maintenance, for which no claim will be considered.
- vii) Weekly off and other paid holidays will be available for maintenance work. However, to meet out any exigency, the Company reserve its right to undertake mining activity even during these days.

19.0 INSURANCE:

Tenderer will be responsible and will arrange insurance for their spares parts, components, machineries, vehicles, work shops, store rooms man power etc. at their own cost.

20.0 LEGAL & STATUTORY OBLIGATIONS:

- 20.1 Tenderer will perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 20.2 Tenderer should have valid Labour License and deduct PF as per rules for all employees/workmen engaged by tenderer for this work. The proof of deduction & deposition of PF shall be submitted to RSMM.
- 20.3 Tenderer will be liable for all persons employed and / or engaged by them whether directly or otherwise in all respects and also for all the equipment's deployed by them under their control, under various statutory provisions in force from time to time as amended upto date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. Tenderer will maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- 20.4 Tenderer will maintain and provide records of their all employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.

- 20.5 Tenderer will keep the company indemnified against all the claims and liabilities of their direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from their running bills and/or security deposit.
- 20.6 Tenderer will have to make all payments to the staff etc. engaged by them every month latest by 7th day of following month.
- 20.7 Tenderer will comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- 20.8 In the event of tenderer's default in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of tenderer on its sole discretion, by way of deducting the relevant amounts from tenderer's running bills and the Company shall be entitled to set off all costs and amounts due to tenderer for the payment/contributions made by it on account of tenderer's default.

21.0 OTHER RESPONSIBILITIES:

- I. Tenderer will be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to their employees.
- II. Tenderer alone will be responsible and liable for any accident and/or damage to employees or any third party at the mines site during or due to negligence in course of performance of the job under this contract and consequent claims.
- III. Tenderer alone will be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation.
- IV. Tenderer will have to arrange for lighting etc. for carrying out the work as required herein.
- V. Safety & discipline of the labour/ workers staff employed by tenderer.

- VI. The company shall not in any manner be responsible for any or part of tenderer's above litigations, If any expenditure incurred by the company on the above items, that will be recovered from the their bills/security deposits.

22.0 IDEMNITY:

- 22.1 Tenderer will at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising therefrom. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract. The Company shall have the power(without being bound to do so)to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from Tenderer.
- 22.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 22.3 Tenderer will also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, Motor Transport Workers and Mines Act and other Acts/Rules applicable on the awarded work to them.

23.0 COMPANY NOT LIABLE TO PAY COMPENSATION:

Tenderer will have no claim against the Company for any business loss, idle charges compensation upon failure, delay, omission etc. on the part of the Company to carry out any or all the provisions of the contract for any reason whatsoever. The Company's decision in the matter shall be final and binding on Tenderer.

24.0 INSPECTION:

RSMML is entitled to inspect tenderer's stores, equipment at the time of maintenance etc. to ensure that genuine spares/ components are used and prudent engineering methods are adopted in the maintenance of the equipment. In case at any time, it is found that genuine spares are not used/standard engineering practices are not being adopted, written notice will be issued to tenderer to rectify the deficiencies and such time delay will be treated as down time.

25.0 TECHNICAL SUPPORT: Tenderer will give the details of technical & other staff to be deploy at RSMML site for executing of the Maintenance Contract. However, RSMML reserves the right to ask for improvement of performance irrespective of no. of person deployed.

26.0 MAINTENANCE RECORD: Tenderer are required to generate the following maintenance record of each equipment and submit the same to RSMML:

- a) Equipment Log-Book indicating actual working hours per shift, breakdown hours with reasons of breakdown, maintenance hours, idle hours with reasons etc. Tenderer will get verified the log book at the end of every shift by RSMML.
- b) Monthly records of hours runs report of the equipment.
- c) Maintenance/repair, service forecast plan of equipment.
- d) Monthly usage and forecast report of equipment.
- e)
 - At the beginning & end of the each shift the reading of hour meter of engine shall be recorded jointly by Tenderer & RSMML to record hours for which the equipment was in operation during the shift.
 - At the end of each shift the difference of the hour meter at the beginning of the shift & end of the shift shall be computed.
 - RSMML will immediately inform Tenderer incase of any problem noticed in the hour meter working or is defective. Incase hour meter is defective, hours of operation will be manually recorded jointly by Tenderer & RSMML.
 - The initial reading of the new hour meter and the last reading of the old hour meter shall be jointly recorded and signed by representatives of both RSMML & Tenderer.

27.0 PF No. & Service Tax No.: Tenderer will furnish the details of provident fund account No. along with details of office of the issue and Service Tax Registration No. along with copy of registration.

28.0 Handing over the equipment after contract :

Tenderer, after completion of contract, will handover the equipment to RSMML in good and working condition, replacing / overhauling/ repairing the necessary components / Assemblies/ sub-assemblies/ other spare parts as per the joint survey report of the equipment at Tenderer's cost.

29.0 AGREEMENT FOR MAINTENANCE CONTRACT:

Tenderer will be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of issue of Contract. The cost of execution of agreement including

non-judicial stamp paper & stationery shall be borne by tenderer. The agreement will be executed with GGM, SBU-PC (GYPSUM) or his authorized nominee.

30.0 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.

31.0 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.

32.0 JURISDICTION:

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

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

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

Signature of Tenderer with official stamps

Place & Date:

Annexure - I

**e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017
MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).
GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer with telephone 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	Annual turnovers in rupees for last three years.	2015-16	2014-15	2013-14
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: a) Name b) Branch No. c) Address			
11	Bank Account No.			
12	Type of A/c : Saving / Current/CC/ any other			
13	IFSC code			
14	If exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.			
15	Any other important information related to the tender requirement.			

Date & Place:

Signature of tenderer with official stamp

Annexure - II

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

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.

Sl.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.

Note: Deviation to the tender terms, if any, mentioned anywhere else (i.e. in any other document will not be considered & accepted. RSMML will not entertain any claim of the tenderer on offered deviations mentioned anywhere else.

Signature of tenderer with official stamp

Date:

Place:

Annexure- III

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017
MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM)

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.

Name of the Tenderer: _____

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

Signature of Tenderer with official stamp

Place:

Date:

Annexure - IV

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017
MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

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

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

Signature of tenderer with official stamp

Date:
Place:

Annexure - V

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer _____

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

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

Signature of tenderer with official stamp

Date:

Place:

Annexure- VI

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

CONFIRMATION OF SCOPE OF WORK AS PER TENDER AND OTHER IMPORTANT DETAILS

Name of Tenderer _____

S.N	Particulars	Please mention the Details
1	Confirmation that tenderer will execute the contract as per scope and terms & conditions mentioned in tender.	
2	Please mention the minimum possible required period for commencement of MARC after placement of order	
3	Please mention the proportion in % of total offered per hour MARC charges on which RVAT will be applicable.%
4	Please mention the proportion in % of total offered per hour MARC charges on which Service tax will be applicable.%

Note- In above columns, no price indication are to be mentioned.

Further, tenderer is also requested to quote/mention the RVAT & Service tax charges in BOQ as per the proportion of components of applicability of RVAT & service tax as considered and mentioned above in %.

Signature of Tenderer with official stamps

Place & Date

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

DECLARATION BY TENDERER

I/We declare that I am/ We are /manufacturer/ Sole distributor/Authorised dealer/ 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.

We further undertake that we will use only genuine & standard spares, assemblies, sub-assemblies, consumables, batteries etc. of OEM only i.e. M/s. Volvo India Pvt. Ltd. as per recommendations of OEM's.

Signature of tenderer with official stamp

Date:

Place:

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

**MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).
Details of past experience**

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

List of contracts(s) executed in last 5 years towards maintenance & repair contract of similar /higher capacity machines.

No .	Name & Address of the party	Contract No. & Date	Brief Description of the Machine with Model, size, etc under contract	No. of Machines Under MARC	Date of commencement of contract	Hour clocked till date of each machine	Performance Certificate enclosed/ not
1							
2							
3							
4							

Note: Essentially enclose copies of contracts & Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (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.

- a) 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.
- b) 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. _____.
- c) 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.

- d) 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.

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

- i) 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.
- j) 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 _____2017.

Annexure - X

e TENDER NO. RSMM CO MM NIT 04 2017-18 dated 15.05.2017

MAINTENANCE & REPAIR CONTRACT OF HYD. EXCAVATORS AT OUR SBU&PC (GYPSUM).

FORMAT OF % REDUCTION IN PRICES IN CASE OF OPERATION IN 3RD SHIFT

To be furnished alongwith BOQ only in PDF Sheet

Sl. No.	Interval in working hrs./ per equipment	% REDUCTION IN PRICES IN CASE OF OPERATION IN 3 RD SHIFT
1	0-3900 %
2	3901-7800 %
3	7801-11700 %

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 –

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

Conflict of Interest :-

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

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

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

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;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: Signature of bidder

Place: Name:

Designation:

Address:

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

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

7. Procedure for disposal of appeal

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

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

Appeal No..... of

Before the(First /Second Appellate Authority)

1. Particulars of appellant :
(i) Name of the appellant :
(ii) Official address, if any:
(iii) Residential address:
2. Name 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

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 extending the Contract for a period of 3 months on the rates and conditions of the original Contract. However, the additional quantity shall be in proportion to the original Contract and shall be within one month from the date of expiry of last supply. If the tenderer fails to do so, Procuring Entity shall be free to arrange for the balance supply/services by limited bidding or otherwise and the extra cost incurred shall be recovered from the tenderer.

**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.