



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
Fax: +91-141-2743735
CIN No.: U14109RJ1949SGC000505

Corporate Office

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 2428763-67
Fax:+91-294-2428768, 2428770, 2428739
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website: www.rsmm.com

PAN No : AAACR7857H

TIN No. 08693902289

TENDER DOCUMENT

TO

e_TENDER NO. RSMM_CO_MM_NIT_20_2016-17 Dated 01.02.2017

E- TENDERS ARE INVITED FOR SUPPLY OF 100T CLASS RECON TRANSMISSION ASSEMBLY WITH SUITABLE CTC CONTROLLER FOR BEML MAKE BH85/BH85-1 DUMPERS AT OUR JHAMARKOTRA MINES.

s.n.	Description	Date	Time
1	Publishing Date	01.02.2017	5.30 p.m.
2	Document Download/Sale Start Date	01.02.2017	6.00 p.m.
3	Document Download /Sale End Date	01.03.2017	6.00 p.m.
4	Bid Submission Start Date	02.02.2017	10.00 a.m.
5	Bid Submission Closing Date	01.03.2017	6.00 p.m.
6	Techno-Commercial Bid Opening Date	02.03.2017	3.30 p.m.
7	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	01.03.2017	Upto 6.00 p.m.
9	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
10	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in/	
11	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
12	Tender Document Fees	Rs. 1145/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
13	RISL Processing Fees	Rs. 1000/- in favour of "MD RISL" payable at Jaipur	
14	Bid Security	Rs. 1,20,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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e_TENDER NO. RSMM_CO_MM_NIT_20_2016-17 Dated 01.02.2017

NOTICE INVITING e-TENDER

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

Description	Qty.	Bid Security
Supply of 100T Class Recon Transmission assembly with suitable CTC controller applicable for 100T class transmission, for BEML make BH85/BH85-1 dumpers at our Jhamarkotra mines, in exchange of old, used & failed 85T/100TClass transmission assemblies lying at our Jhamarkotra mines.	02 nos.	Rs. 1,20,000/-

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)

Supply of 100T Class Recon Transmission assembly with suitable CTC controller applicable for 100T class transmission, for BEML make BH85/BH85-1 dumpers at our Jhamarkotra mines, in exchange of old, used & failed 85T/100TClass transmission assemblies lying at our Jhamarkotra mines.

General	Instruction for preparation & submission of tender and General 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	Check-list to technical specifications
Annexure-VII	Declaration by tenderer
Annexure- VIII	Details of past experience.
Annexure- IX	B.G. Format.
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-eproc@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) Tenderer shall be responsible for Supply of tendered stores at site.
- 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.
- xvii) **Bidders shall have to furnish the legible/readable bid documents online through e-procurement portal i.e. <http://eproc.rajasthan.gov.in> in the “covers” as prescribed in the document in PDF/jpg format except BOQ which will be in .xls format. All the documents should be sealed & signed by the tenderer.**

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 technical specifications for the tendered products as per annexure-VI alongwith copies of technical leaflets/ literature etc.
- ii) Supporting documents towards tenderer status alongwith declaration by tenderer as per annexure-VII

- iii) Copies Purchase Orders/performance certificates etc. towards past experience as per clause no. 16.0 and details mentioned in annexure-VIII.
- iv) Address & other details of offices from where after sales services will be rendered and details of workshop facilities.
- v) 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.

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 SPECIFICATIONS:

Description	Qty.
Supply of 100T Class Recon Transmission assembly with suitable CTC controller applicable for 100T class transmission, for BEML make BH85/BH85-1 dumpers at our Jhamarkotra mines, in exchange of old, used & failed 85T/100TClass transmission assemblies lying at our Jhamarkotra mines.	02 nos.

Note-

- i) RSMM reserves the right to purchase Recon 100T Class Trans. Assy. in exchange of either old 85T or 100T class transmission assys.
- ii) The offered Recon Trans. Assys should be suitable and compatible with BEML make BH85/BH85-1 Dump trucks and installation & commissioning should be done without major fitment alterations.

3.1 Details of existing Assys. which will be under exchange are as below-

- i) Make of failed Trans. Assy- BEML
- ii) Model- BH85 / 100T class
- iii) Sr. Nos. of failed 85T class Trans. Assys. for exchange- 19066 & 02217
- iv) Sr. Nos. of failed 100T Class Trans. Assys. for exchange- HPTM 167 & HPTM 172

Note -

Tenderers are advised to visit our Jhamarkotra mines to assess the work requirement, condition of existing transmission assemblies offered for exchange on 'as is where basis' etc. RSMML will not entertain any claim thereafter, in case of award of work, in favour of tenderer.

4.0 QUANTITY : 2 Nos.

RSMML at its sole discretion may place the repeat order for 50% quantity of total ordered quantity on same rate & other terms & conditions.

5.0 SCOPE OF SUPPLY & INSTALLATION:

- (i) The scope of work shall be the supply of Recon Trans. Assys. by the supplier in accordance with the specifications, terms and conditions of the contract to our SBU-PC(RP), Jhamarkotra Mines. The supplier shall depute qualified and competent technical team to supervise the installation and commissioning of supplied Assys. free of cost for suitable man days including Sundays and holidays (if working).
- (ii) 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 etc. Any approval which involved in the contract (weather with or without test carried out by the supplier or Company) shall not bind the Company and notwithstanding any approval or acceptance given by the Company it shall be lawful for the Company to reject the material on arrival at site if it is found after inspection that the stores supplied by the supplier are not in conformity with the contract in all respects.

6.0 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.

7.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) The tenderer shall deposit (interest free) a sum of Rs. 1,20,000/- (Rupees One Lac Twenty Thousand only) 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.

8.0 CONSIGNEE:

The Group General Manager, SBU-PC (RP)
or his authorized officer.
RSMML Ltd, Jhamarkotra, Distt & via- Udaipur

9.0 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 accept/not accept any offer on technical grounds for its acceptance based on RSMML technical requirement.
- d) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- e) to increase/decrease the quantity.

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.

10.0 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. 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.
- ii)** The quoted price should be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc. upto destination. The quoted price will remain firm and fixed till complete execution of contract.

- iii) In case the tenderer is availing any exemption/ concession on ED, CST/RVAT 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.
- iv) Online comparative chart may not necessarily generated, if generated, may not be treated as final. The comparative statement prepared by company based on actual financial outgo will be considered for evaluation purpose.

11.0 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 within the delivery schedule & directly reflected on invoice 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 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.

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

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

13.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, supplier 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 guarantee should be valid for a period of 6 month in excess of the warrantee/guarantee period + delivery period.
- 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 supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- 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 Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any 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) S.D. should be send to the office of GM (MM), CO.

14.0 WARANTEE:

The tenderer shall warrant that the Recon. Assys. to be supplied under the contract/order will be free from all defects and faults in material & workmanship.

Tenderer should confirm 100% suitability and fitment of offered Recon Assys. to the parent equipment i.e. BEML make BH85 dumpers without major fitment alteration and affecting the performance of the equipment.

The stores 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.

The supplier shall warranty for the satisfactory performance of the Assys. for a period of 12 months or 3000 working hrs from the date of commissioning, whichever is earlier. This warranty shall survive inspection and acceptance of the goods.

In the event of any defect in material, design, performance and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be replaced / repaired by the supplier at site free of cost within 20 days of intimation 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.

15.0 AVAILABILITY OF RECON TRANSMISSION ASSY. DURING WARRANTY PERIOD/ SUPPLY OF FLOAT RECON TRANSMISSION ASSY. DURING WARRANTY PERIOD.

15.1 In case tenderer agrees for 83% availability:

Supplier shall ensure 83% availability of the supplied recon assembly during warranty period.

Formula of calculation of availability will be as under:-

$$\text{Availability (\%)} = (A - B) / A \times 100$$

A = Schedule Hrs (Total Hours during warranty period considering 305 working days in a year)

B = Breakdown hours due to breakdown of supplied recon transmission assly. (considering 305 working days in a year)

The availability of supplied assys. will be calculated on completion of warranty period. Compensation will be levied in case availability falls below 83% during warranty period. Availability will be calculated separately for each assy. In case of shortfall in the agreed availability, compensation will be levied as mentioned below:-

The pre determined agreed compensation for every percentage point reduction from guaranteed availability within warranty period of the assembly will be @0.5% of the total value of the transmission assembly subject to maximum of 10%. Calculation of availability will be done at the end of warranty period and compensation, if any, will be levied accordingly & separately for each Recon assy.

15.2 In case the tenderer agrees to supply float assy.:

The tenderer will have to make available one stand by (ready to use) transmission assly in our central stores at Jhamarkotra mines, which will be used in case of failure of any of the supplied recon transmission assemblies. The tenderer shall repair/replace the failed transmission assembly within 20 days and will again make available the same in our central stores to be used during warranty period. In case the dumper remains un-operational due to non availability of recon transmission assemblies (including stand by transmission assemblies), the compensation will be levied as mentioned below:-

In case dumper remains un-operational due to non availability of recon transmission assemblies (including stand by transmission assemblies), a compensation @0.5% per week or part thereof for non availability of assy., subject to maximum of 10% of total value of each transmission assembly will be levied separately.

In both cases i.e. (15.1) & (15.2) above, RSMML reserve the right to use the supplied recon transmission assemblies in any other Dumper in case of breakdown of the Dumper (on which the recon transmission assemblies were initially fitted)due to reasons other than the failure of recon transmission assemblies. The prior information for the same will be given to the supplier.

16.0 PRE QUALIFICATION CRETERIA:

The tenderer should have supplied and installed at least 02 Nos. of tendered type of Recon Transmission Assys. in past five years. Please enclose copies of Purchase orders and performance Certificates etc towards past experiences”.

The techno-commercial suitability of the offer would be ascertained on the basis of pre-qualifying criteria, documents furnished by the tenderer and/or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially acceptable tenderers will be opened. The decision of the company in this regard shall be final and binding.

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

17.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:

- a) For evaluation purpose, the lowest tenderer shall be determined on the basis of total landed cost of offered Recon Transmission Assy. at our Jhamarkotra Mines inclusive of all i.e. basic price, duties, taxes, CST/VAT/ transportation charges, Installation & Commissioning charges etc. and giving effect of any other duties/taxes levied/exempted by State/Central Govt. which are applicable directly / indirectly on the supply/use of Recon Transmission assys. However, company will take procurement decision based on total financial outgo basis.
- b) **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 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.
- c) 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.

18.0 WORK COMPLETION PERIOD:

The delivery of the Assys. are required on f.o.r. Jhamarkotra mines basis. The Tenderer should state the earliest possible period for supply of Recon Assys. from the date of placement of PO.

19.0 INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
- ii) The inspection and test may be conducted at the premises of the supplier. However, the final inspection shall be carried out at the consignee's end after receipt of the assys. at site which will be final and binding to both the parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- 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) RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the shipment of the goods.
- v) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

20.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- i) 100% payment within 30 days of receipt & acceptance of stores at site as per scope of work.
- ii) Billing & Paying Authority: The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment

disbursing authority – The Payment disbursing authority is FA, CO, RSMML., Udaipur.

- iii) Payment will be made through NEFT/RTGS.
- iv) Payment will be made after deducting statutory taxes i.e. TDS/WCT/Service Tax etc wherever applicable.

21.0 INDIAN / B. S. S. STANDARD:

All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to B.S.S.

22.0 PATENTS:

Tenders shall warrant that material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

23.0 COMPENSATION FOR DELAYED DELIVERY:

In the event the supplier fails to supply the stores in full/part within the delivery date as given in the delivery schedule or the stores are rejected, the Company shall be entitled at its option either:

- a) 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 5% 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 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.

25.0 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.

26.0 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.

27.0 JURISDICTION:

The contract is subject to the jurisdiction of courts at Udaipur 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_20_2016-17 Dated 01.02.2017****GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer			
2	Telephone Nos.			
3	Fax No.			
4	e-mail address			
5	Date of establishment.			
6	Whether Proprietor/Partnership/ Company (Enclose copy of document)			
7	Name of owner/partners Directors with full address.			
8	Annual turnovers in rupees for last three years.	2015-16	2014-15	2013-14
9	PAN No.			
10	TIN No.			
11	Service Tax Registration no.			
12	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
13	Banker details: a) Name b) Branch No. c) Address			
14	Bank Account No.			
15	Type of A/c : Saving / Current/CC/ any other			
16	IFSC code			
17	Offered Delivery Period for supply of Assys. from the date of award of PO			

Signature of tenderer with official stamp

Date & Place:

Annexure - II

e_TENDER NO. RSMM_CO_MM_NIT_20_2016-17 Dated 01.02.2017

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 any where 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_20_2016-17 Dated 01.02.2017

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/ any other Central/state PSU/Dept./Bodies etc. in past.

We hereby declare that there is no litigation pending against RSMML/ any other Central/state PSU/Dept./Bodies etc.

Signature of Tenderer with official stamp

Place:

Date:

e_TENDER NO. RSMM_CO_MM_NIT_20_2016-17 Dated 01.02.2017

**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_20_2016-17 Dated 01.02.2017

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

Particulars	% Rate considered in price bid
Excise Duty	@.....%
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_20_2016-17 Dated 01.02.2017

s. n.	Description	Offered/ Not Offered	Agreed /Deviation, if any
A	SUPPLY OF 100T CLASS RECON TRANSMISSION ASSEMBLY WITH SUITABLE CTC CONTROLLER APPLICABLE FOR 100T CLASS TRANSMISSION, FOR BEML MAKE BH85/BH85-1 DUMPERS AT OUR JHAMARKOTRA MINES, <u>IN EXCHANGE OF OLD, USED & FAILED 85T CLASS TRANSMISSION ASSEMBLIES</u> LYING AT OUR JHAMARKOTRA MINES AS PER THE TERMS & CONDITIONS MENTIONED IN TENDER.		
B	SUPPLY OF 100T CLASS RECON TRANSMISSION ASSEMBLY WITH SUITABLE CTC CONTROLLER APPLICABLE FOR 100T CLASS TRANSMISSION, FOR BEML MAKE BH85/BH85-1 DUMPERS AT OUR JHAMARKOTRA MINES, IN EXCHANGE OF OLD, USED & FAILED <u>100T CLASS TRANSMISSION ASSEMBLIES</u> LYING AT OUR JHAMARKOTRA MINES AS PER THE TERMS & CONDITIONS MENTIONED IN TENDER.		
C	Please conform the option selected as per clause no. 15.0 of tender. AVAILABILITY OF RECON TRANSMISSION ASSY. DURING WARRANTY PERIOD. OR SUPPLY OF FLOAT RECON TRANSMISSION ASSY. DURING WARRANTY PERIOD.		

Note- Tenderers are advised to visit our Jhamarkotra mines to assess the work requirement, condition of existing transmission assemblies offered for exchange on 'as is where basis' etc. RSMML will not entertain any claim thereafter, in case of award of work in favour of tenderer.

Please attach brief technical details of offered Recon Transmission assys. (i.e. A or B / Both)

Signature of Tenderer with official stamps

Place & Date

e_TENDER NO. RSMM_CO_MM_NIT_20_2016-17 Dated 01.02.2017

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.

Signature of tenderer with official stamp

Date:

Place:

Annexure – VIII

e_TENDER NO. RSMM_CO_MM_NIT_20_2016-17 Dated 01.02.2017

Details of past experience

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

List of order(s) executed for tendered Assys.

Quoted Model: -----

S. No	Name & Address of the Purchaser	Order No. & Date	Brief Description of the Ordered Assys.	No. of Assys. supplied	Date of commissioning	Hr clocked till date	Whether Performance Certificate enclosed

Note: Essentially enclose copies of Purchase Orders & Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

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 _____

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 exclusively 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 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 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.