



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

Khanij Bhawan, Tilak Marg, 'C' Scheme, Jaipur-302005.
Phone: 0141-5103347, 2227949 FAX No. 0141-2227761
CIN No. U14109RJ1949SGC000505

Tender No. F9(1)15/2013

Date: 10.10.2014

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 1x125 KVA DG SET AT KHANIJ BHAWAN, JAIPUR

**Issued: On behalf of SBU&PC-LIGNITE
By
Sr. Manager (P & A)**

Cost of Tender Document : Rs.1140 /- (Non refundable) including VAT

Place of sale of Tender Document : Office of The Sr.Manager (P&A),
RSMM Limited, SBU & PC-Lignite,
Khanij Bhawan, Tilak Marg, C-Scheme
Jaipur-302005 (Raj.)

DATE OF SALE OF TENDER : From 15.10.2014 to 10.11.2014 up to 1.00 PM
LAST DATE OF SUBMISSION : 10.11.2014 3.00 PM
DATE OF OPENING OF PART-I : 10.11.2014 AT 3.30 PM
PLACE OF SUBMISSION AND : OFFICE OF SR. MANAGER (P&A),
OPENING OF TENDER : RSMM LIMITED, SBU & PC-LIGNITE,
KHANIJ BHAWAN, TILAK MARG,
C-SCHEME, JAIPUR-302005 (RAJ.)

Registered Office
C-89-90, Janpath, Lal Kothi
Scheme, Jaipur-302015
Phone-0141-2743734,
Fax: 0141-2743735

Corporate Office
4, Meera Marg, Udaipur-313001
Phone-(0294) 2527211,2528681-85,
Fax-0294-2521727,2560438

SBU&PC-Lignite,
Khanij Bhawan,
Tilak Marg, C-Scheme,
Jaipur-302005,
Phone:0141-5103346,2227938
Fax: 0141-2227761



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CIN No. U14109RJ1949SGC000505

TENDER NO. F9(1)15/2013/

Dated 10.10.2014

NOTICE INVITING TENDER

Sealed tenders in two parts (i.e. Part-I: Technical Bid and Part-II : Price Bid) are invited as under:

Description	Quantity	Estimated contract Value (Rs.)	EMD (Rs.)	Period of supply
Supply, Installation, Commissioning & Testing of 1x125 KVA DG Set.	1 no.	13.00 lacs	24,500/-	Within one month

Cost of tender document is Rs.1140/- (inclusive of VAT) is required to be deposited by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Jaipur. In case down loaded from website www.rsmm.com tender fee to be deposited with the bid. Also, NIT and tender document can be seen on Rajasthan State Public Procurement Portal – <http://sppp.raj.nic.in>

Sr. Manager (P & A)



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CIN No. U14109RJ1949SGC000505

TENDER NO. F9(1)15/2013

Dated 10.10.2014

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (i.e. Part-I: Technical Bid part I and Price Bid Part-II) are invited as under:

Description of work	Quantity	Estimated contract Value (Rs.)	EMD (Rs.)	Period of supply
Supply, Installation, Commissioning & Testing of 1X125 KVA DG Set.	1 no.	13.00 lacs	24,500/-	Within one month
Cost of tender document is Rs.1140 /- (inclusive of VAT) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Jaipur.				
Period & Place of Sale of documents: from Sr.Manager(P&A), SBU&PC-Lignite Office, Jaipur or download from our website. Also, NIT and tender document can be seen on Rajasthan State Public Procurement Portal - http://sppp.raj.nic.in	From 15.10.2014 to 10.11.2014 up to 3.00 PM in cash or by DD, In case down loaded from website, tender fee to be deposited with the bid			
Last Date & Time of Submission of bid	Dt. 10.11.2014 up to 3.00 PM, at SBU&PC (Lignite), Office, Jaipur			
Opening of Technical Bid	Dt. 10.11.2014 at 3.30 PM, at Jaipur			

Pre-qualifying criteria:

- (1) The tenderer must have supplied, installed and commissioned along with testing of the at least 05 nos. of silent type DG set of 125 KVA and above in previous three financial years i.e. 2011-12, 2012-13 & 2013-14 to the either Govt. organisation or reputed private company.

To support above work experience, the tenderer is required to submit attested/notarised copy of work order and execution certificate for

successful completion of the job issued by the concerned buyer of the DG set with the offer.

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

RSMML is not responsible for postal delay or misplacement of offers. Fax /e-mail / telegraphic offers are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/ opening of tender without assigning any reason(s) at its sole discretion.

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

Sr. Manager (P&A)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

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

SECTION – I

Definitions

Definitions: The following words and expression shall have the meaning- hereby assigned to them, except where the context otherwise require.

- 1.1 DEFINITIONS:** In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.01 "**Company**" shall means the Rajasthan State Mines & Minerals Limited (RSMML)having its Registered Office at 89-90, Lal Kothi Scheme, Janpath, Jaipur (Rajasthan) including its successors in office and assignees or its representative to authorised to act on its behalf for the purpose of the contract.
- 1.02 The "**Managing Director**" shall mean the Managing Director of RSMML
- 1.03 The "**Group General Manager**" shall mean the Group General Manager of SBU & PC- Lignite, Khanij Bhawan, Tilak Marg, Jaipur, of Company so designated or his successors in office.
- 1.04 "**Engineer in Charge** " shall mean an Engineer of the Company specifically authorized for executing the contract for company.
- 1.05 "**Approved**" shall mean approved in writing by the company/Engineer In charge or Engineer in charge.
- 1.06 "**Tendered Rates**" or "**Work Rates**" or "**Rate of remuneration**" shall mean the rates entered in figures and words in schedule by the tenderer/ and accepted by the Company, as payable to the contractor for execution and performance of work.
- 1.07 "**Statutory obligation(s)**" would include the entire obligations which are to be complied with as per the provisions of various existing legislations applicable to working areas and those which may come in to force during pendency of the contract.
- 1.08 The "**Supplier**" shall mean the individual or the Firm or company whose offer has been accepted by the company and who has been awarded the work of supplying DG set envisaged under this tender. It will include their Legal Representative, successors and Permitted Assigns.

- 1.09 The "**Contract**" shall mean the agreement to execute the job as envisaged under this tender and shall include the Signed tender documents, the complete offer submitted by the tenderer(s), Letter of Intent, Work Order issued by the company, Agreement on a stamp paper, Corrigendum and addendum to the tender document, and/or any other document as deemed necessary.
- 1.10 "**Contract Document**" shall mean collectively tender documents, telex/letter of intent, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.11 The "**Work**"/"**Job**" shall mean the works or part thereof to be executed in accordance with the contract and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.
- 1.12 The "**Contract Period**" shall mean the period agreed & allowed for the execution of the work. It shall also include the extended period, if any.
- 1.13 "**Completion Certificate**" shall mean the certificate to be issued by the Engineer In charge after the work has been completed to his satisfaction and as per terms of contract.
- 1.14 "**Tender document**" shall mean the document issued by the company against NIT for submission of offer by the bidders.
- 1.15 The "**Tenderer**" shall mean the individual or firm or company who have submitted the offer against this tender.
- 1.16 "**Tender**" shall mean the offer submitted by the bidder against NIT for acceptance by the company.
- 1.17 In the work, unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires.

SECTION – II

INSTRUCTION FOR SUBMISSION OF TENDER AND GENERAL TERMS & CONDITIONS

- 2.1 One copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- 2.2 Tender must be submitted in two parts i.e. Technical Bid (Part – I) and Price Bid (Part – II). The part-I of tender should be furnished in duplicate. The tender should be packed in four sealed envelopes as elaborated below. Each Envelope should be super scribed tender No. as mentioned above.

- i) **Sealed Envelope No. 1 :-** This envelope should contain DD/PO towards the tender document fee (In case the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (In case the tender document has been purchased from the office of GGM(Lignite) and DD/PO towards requisite EMD as per provisions mentioned in the tender document. This sealed envelope should be superscribed 'Tender Document Fee & EMD', tender No. (as mentioned above).
- ii) **Sealed Envelope No. 2 :** This envelope should contain Part –I: Technical Bid along with all supporting documents (except the EMD & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part – I of tender No. (as mentioned above).

The tenderer /bidder should give a declaration with Part – 1 of the offer that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be treated as non responsive.

- iii) **Sealed Envelope No. 3** i.e. Part-II (PRICE BID) : This envelope should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part. If any condition is found, then it shall be ignored.
- iv) **Sealed Envelope No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelope to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No. (as mentioned above) and the details of above mentioned three envelopes.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer will be liable to be ignored.

2.3 DELIVERY OF TENDER :

- i) The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission of tender happens to be a holiday, than tenders shall be submitted on the next full working day upto prescribed time.
- ii) Tender received after specified time & date for submission of tender in RSMML Office, mentioned in the tender document shall not be considered.
- iii) RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

2.4 Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions.

2.5 Tenders other than on the prescribed lines, form and pattern described herein are liable to be ignored as it could make comparison erroneous.

2.6 Printed conditions on the back of letters originating from Tenderer will be ignored.

2.7 SUPPORTING DOCUMENTS:

The Tenderer should furnish the following supporting documents along with Part I:

- i) One complete set of tender document as issued duly filled, sealed & signed on each page by the tenderer as a token of acceptance of specification, terms & conditions of tender.
- ii) Tender document fee. (if downloaded tender document is submitted) to be placed in the sealed envelope No 1.
- iii) Demand Draft/Banker cheque/e-payment of Earnest Money Deposit in a manner specified in tender, which is to be placed in the sealed envelope No 2 with the Part I – Technical bid.
- iv) Detailed specifications and illustrated catalogue and specific technical information about the offered 125 KVA DG set along-with detailed drawing/plan etc.
- v) TIN No.
- vi) PAN No.
- vii) Undertaking that no condition is mentioned in the price bid.
- viii) Declaration with Part – 1 of the offer that tenderer has not been banned/suspended or de-listed by RSMML.

- ix) Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure "C" if any.
- x) Attested/Notarised copies of work order and execution certificate issued by the buyer in support of pre-qualifying criteria. The supply of at least 5 nos. of 125 KVA DG set and above capacity should have been made by the tenderer in last three financial year i.e. 2011-12,2012-13 and 2013-14.
- xi) In accordance to recent RTPP Rules,2013 following annexure have been attached:-

Annexure E: Grievance Redressal during Procurement Process and Form No.1

Annexure F: Declaration by the Bidder regarding Qualifications

Annexure G: Compliance with the code of Integrity and No Conflict of Interest

Duly Filled up annexure A, B, C, D, E, F, G & H along-with Part-I of tender

Note-1. Tenderers are essentially required to submit declaration in format provided in Annexure F with the part -I.

2. Price bid - Part II (given in annexure I of tender document) is required to be submitted in sealed envelope separately.

2.8 **EXCEPTIONS & DEVIATION:**

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. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in annexure - A and furnished along-with part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

Tenders containing corrections and alterations are liable to be rejected.

2.9 **BEFORE SUBMITTING TENDER:**

Tenderer shall be deemed to have satisfied itself of all conditions liable to be encountered during the execution of the work or rates quoted in the offer are adequate and all inclusive in respect to all factors like site

location, transportation, circumstances and conditions likely to be incidental to the execution of the work, as per the scope and conditions given herein.

2.10 AUTHORITY TO SIGN TENDER:

The tender should be signed by the person who is legally authorised to enter into commitments on behalf of the Tenderer.

2.11 OPENING OF TENDERS

Tenders will be opened on the fixed date and time in the presence of tenderer or their authorised representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.

2.12 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **six (06) months** from the date of opening of tender within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/amendment/modification the earnest money deposited by the Tenderer shall stand forfeited. This 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 by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderers calculated willful breach of the contract. RSMML have full right to claim damages thereof in addition to the forfeiture of EMD and its black-listing for next 03 years.

2.13 EARNEST MONEY:

- (A) The tenderer shall deposit a sum of **Rs. 24,500/- (Rs. Twenty Four Thousand Five Hundred only)** as Earnest Money along-with the tender by Demand Draft/Banker's Pay order valid for three (03) months/e-payment into RSMML, Jaipur bank account no. It should be in favour of RSMML payable at Jaipur. Offers, not accompanied with the Earnest Money Deposit will not be considered. Cheque or Bank Guarantee will not be accepted towards EMD.
- (B) Tenderer, in case of furnishing EMD through e-payment, the required details of RSMML bank account are given as under:-

Name of beneficiary	RSMM LTD., JAIPUR	RSMM LTD., JAIPUR	RSMM LTD., JAIPUR
Name of Bank	Axis Bank	ICICI Bank	HDFC Bank
Bank Location	Malviya Nagar, Jaipur	Khanij Bhawan, Tilak Marg, Jaipur	Aditya Tower, New Sanganer Road, Jaipur
Type of Account	C.D.	C.D.	C.D.
C.D. Account No.	910020036634989	678605000722	18437630000803
IFSC Code	UTIB 0000626	ICIC 0006786	HDFC 0001843

Tenderer is required to submit requisite EMD deposit in the RSMML Jaipur account through e-payment providing a printed copy as a proof of such bank transaction with reference ID number along with the documents submitted with the tender.

- (C) The EMD shall be forfeited in the following cases:
- i) If the tenderer withdraws, amends or modifies the offer on its own after submission of tender.
 - ii) If the tenderer does not submit the prescribed security cum performance guarantee within 30 days of Detailed Letter of Acceptance (DLOA) issued by the company.
 - iii) If it is established that tenderer has submitted any wrong information/forged document along-with the tender or thereafter.
 - iv) If the tenderer declines to accept the order placed by the Company, subsequent to acceptance of its offer.
- (D) The demand draft/Pay order/e-payment furnished by the tenderer towards EMD in original will be returned to disqualified tenderer at the earliest and for unsuccessful tenderer, it will be returned after finalization of tender/validity of the offer has expired. EMD of successful tenderer will be refunded after receipt of Security Deposit cum Performance Guarantee. *No interest is payable on earnest money.*
- (E) The earnest money 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 earnest money deposit for the fresh tenders. However, the earnest money originally deposited may be taken into consideration in case tenders are re-invited.

2.14 RSMML's RIGHT:

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

- a) to reject any or all the tenders received.
- b) not to accept the lowest rate offer.
- c) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- d) to increase/decrease the number of DG set on prorata basis.
- e) to accept the tender for total scope of work or part thereof.

As a result of such change the Company will not entertain any claim of supplier whatsoever.

2.15 COMPENSATION FOR DELAYED COMPLETION:

In the event of the tenderer fails to Supply, Install, Commission & Testing of 1 no. 125 KVA DG set as per specifications, scope of work, terms & conditions as given in tender document **within 30 days** from the date of DLOA , the Company shall be entitled at its option either to recover from the tenderer as agreed compensation @ 0.50 % of the contract value per week delay with maximum limit of 02% of the value of contract or after four weeks delay the contract may be terminated on 15 days notice with forfeiture of EMD/Security deposit cum performance bank guarantee.

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

If at any time before the placement of purchase order of the supply of DG set, if the Company, for any reason, whatsoever, make any alteration in delivery schedule, as specified in the tender document, shall give notice in writing specifying reasons to the tenderer and the tenderer shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the tenderer shall be entitled to any claim for compensation for re-scheduling of delivery period.

2.17 SECURITY DEPOSIT:

- 2.17.1 The contractor shall furnish a Security Deposit @ 05% of the accepted total value of the contract in the form of a Demand Draft, within 15 days of the issuance of such communication of acceptance of tender/Letter of Intent, for due execution of the

contract. The SD shall be refunded to the tenderer after expiry of warrantee period of two (02) years from the date of execution of assigned work as per tender document.

2.17.2 The Earnest Money of the successful tenderer shall be refunded after the receipt of Security Deposit

2.17.3 If the Contractor/sub-contractor or their employees cause any damage or destroy the property belonging to the Company or others during the execution of the contract, the same shall be rectified/repaired/replaced by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be rectified/ repaired/ replaced by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor) from any some which may be due to the contractor. In case no some is due and contractor fails to deposit the same after due notice, then it will be recovered from the security deposit.

2.17.4 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract can be deducted from any sums which may be due to the Contractor from the Company on any account and in the event any such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered from the security deposit.

2.17.5 In the event of security deposit amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. In case the Contractor fails to do so the Contractor shall have to pay to the company on demand any balance remaining due.

2.17.6 No interest is payable on the security deposit.

2.18 **Pre-qualifying criteria:**

The tenderer must have supplied, installed and commissioned along with testing of the atleast 05 nos. of silent type DG set of 125 KVA and above in previous three financial years i.e. 2011-12, 2012-13 & 2013-14 to the either Govt. organisation or reputed private company.

To support above work experience, the tenderer is required to submit attested/notarised copy of work order and execution certificate for successful completion of the job issued by the concerned buyer of the DG set with the offer.

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

2.19 EVALUATION OF OFFERS AND DERIVING LOWEST BIDDER

The offers received will be evaluated on the basis of pre-qualifying criteria, documents furnished by the tenderer in support of tender terms and/or information gathered by RSMML about the tenderer. The price offer of only techno-commercially acceptable tender(s) will be opened at a later date, which will be informed to eligible Tenderer(s) only. The decision of the Company shall be final and binding in this regard

Part II of offer i.e. Price Bid of the short-listed bidder shall be determined for deciding the lowest tenderer on the basis of lowest rates offered by the tenderers for the complete work mentioned in the tender document.

2.20 ASSIGNMENT:

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

2.21 INDEMNIFICATION:

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

2.22 TERMINATION :

- a) In case of failure to perform the job as required under this contract or 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 supplier of the liabilities accruing till the date of such termination.

- b) The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

2.23 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 (07) 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.

2.24 JURISDICTION:

The contract is subject to the jurisdiction of courts of Jaipur in the state of Rajasthan after decision of the Appellate Authority.

We/I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place
Date

SECTION –III

SCOPE OF WORK AND SPECIAL TERMS AND CONDITION:

3.1 SCOPE OF WORK:

RSMML intends to purchase, installed, commissioned and testing silent type 1X125 KVA DG set of Kirloskar/Cummins/Huafeng/Crompton Greaves/Sterling or equivalent reputed make at Khanij Bhawan in Udyog Bhawan Premises, Tilak Marg, C-Scheme, Jaipur.

The scope of work shall include but not be limited to the supply, installation, testing and commissioning of the 125KVA DG set. The supplier shall study the requirements stipulated in the specification and also to suit the site conditions and offer a complete system with guaranteed performance under the severest operating conditions specified.

3.2 SPECIFICATION AND DETAILED DESCRIPTION OF WORK:

This specification covers the turnkey installation of 1 X 125 KVA standby AMF diesel generating system covering the diesel engine, alternator, engine control panel, associated accessories, cooling system, ventilation system, fuel and exhaust system, acoustic enclosure and switchgear etc.

The DG set of 125 KVA capacity shall have following:-

i) Diesel Engine - Water Cooled:

Diesel Engine shall be water cooled electric start developing required B.H.P at 1500 RPM (with class A-2 Governing or better) for alternator to deliver specified continuous KVA output at 0.8 lagging pf at NTP conditions. The Diesel Engine would be capable of providing 10% overload for one hour for every 11 hours continuous running at full load.

The Diesel Engine shall be complete with the following accessories:

- Fuel tank with capacity for 8 - 10 hours continuous running at full load.
- Engine instrument Panel mounted on the control panel consisting of starting switch with key / push button, Lube Oil pressure gauges, Water temperature gauge, RPM indicator, and hour meter.
- Safety controls to shut down the engine in the event of low lube oil pressure or high water temperature.

- Radiators in case of water-cooled engines.
- Exhaust silencer of Residential type.
- The engine shall be electric start and shall be suitable for battery assisted manual / auto starting.
- 12v or 24v starting system complete with starter motor, charging alternator and cutout.
- Lead Acid Battery/ies of suitable ratings which should be maintenance free type, with connecting cables. The Battery/ies shall be supplied in charged condition and in case long interval follows supply and installation then proper care needs to be taken by the customer for proper storage and charging of battery when in storage.
- The battery/ies shall be of heavy duty, high performance, lead acid type of Exide make. Each battery/ies shall be rated 12V. The number and AH capacity shall be selected to suit the engine requirements.
- Battery/ies shall be provided with a charger for charging these when the set is not running. The charges shall get dis-connected while the generator set is running.

ii) Control Panel :

The DG set shall be supplied with an engine mounted Microprocessor based control panel. The control panel shall display all the engine, alternator & battery parameters. It shall not only display faults but also keep a record of faults. An emergency stop push button will be provided to stop the DG during emergency. For Engine faults, the set will be stopped in emergency mode & for electrical faults it shall be stopped with a time delay for cooling down. An audible alarm shall be provided in the main panel to announce tripping of DG's.

iii) Automatic Mains Failure :

On receiving signal from voltage monitor relay (shall be supplied by the DG vendor to the panel builder) provided in the EB incomer panel for low voltage, power failure or phase failure, the DG set shall start & on developing the voltage the respective DG breaker shall close & start feeding loads. On resumption of EB power the voltage monitor will monitor the voltage for a preset time (3-10 min) & then trip the DG breakers & subsequently close the EB breaker. Necessary control wiring between the DG Control Panel & the DG breakers in the DG panel shall be in the scope of work of the DG vendor.

iv) AMF panel: - The panels shall be metal clad, totally enclosed, rigid, floor mounting, air insulated, cubical type for use on 415 volts, 3 phase, 4 Wire

50 cycles system. The equipment shall be designed for operation in high ambient temperature (50 degree C) and high humidity tropical atmospheric conditions. Means shall be provided to facilitate ease of inspection, cleaning and repairs, for use in installations where continuity of operation is of prime importance.

The panel shall consists of following: -

- a) POWER CONTROL GEARS:- 3 Nos. TP MCCB with continuously adjustable electronics releases for Main, Generator and outgoing – suitable rating.
- b) PROTECTION RELAY: -Electronic earth fault relay, MICROPROCESSOR CONTROL UNIT etc.
- c) Selector switches & push buttons: Manual / Auto / Test Selector switch, Generator START / STOP, Generator Breaker Close / Trip, Mains Breaker Close/Trip.
- d) Indications: DG ON, DG Breaker ON, Mains Breaker On; Mains ON.
- e) Metering: - Combined digital meter to measure Volts, Amps, Frequency, KVA, KW, PF.
- f) ANNUNCIATION (LED TYPE)

FAULTS	ALARM	TRIP	LED ANN.
Set fails to start	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Low lube oil pressure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
High water temp	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DG overload	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Earth fault	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- g) The equipments shall be designed to confirm to the requirements of:
 - 1. IS 4237 - General requirements for switchgear and control gears for voltages not exceeding 1100 volts.
 - 2. IS 2147 - Degree of protection provided by enclosures for low voltages switchgear and control gear.
 - 3. IS 375 - Marking and arrangements of busbars. Individual equipment housed in the power control to the following IS specifications:
 - i) Air /Moulded case circuit breakers - IS 2516 (Part I & II/Sec.1) 1977
 - ii) Fuse switch and switch fuse units - IS 4064 : 1978.
 - iii) HRC fuse links - IS 1108 : 1962 or IS 9114 : 1979.
 - iv) Current Transformer - IS 2705.
 - v) Voltage Transformer - IS 3156.

- vi) Relays - IS 3231.
 - vii) Indicating Instruments - IS 1248.
 - viii) Integrating Instruments - IS 711.
 - ix) Control Switches and push buttons - IS 6875.
 - x) Auxiliary contractors - IS 2959.
- h) Other items: All other items which are not mentioned above but required for installation & commissioning of 125 KVA DG set should be of appropriate rating and in scope of supplier only.

V) Alternator:

The alternator shall be self excited and self regulated of specified KVA rating in three phase at 415 volt, 50 Hz, 1500 RPM and 0.8 power factor and shall conform to IS: 13364 (Part 1) : 1992 (reaffirmed 2003) (up to 20 KVA) or IS: 13364 (Part 2) /1992 (reaffirmed 2003) (above 20 KVA). The alternators shall be of brush less type with VG-1 Grade of voltage regulation for ratings up to 82.5 KVA and of brush less type only for ratings above 82.5 KVA with VG-3 grade of voltage and regulation. The alternators shall be screen protected drip proof with Min. IP-23 degree of protection as per IS:4691/85. The class of insulation of the alternator would be "H" with continuous duty. The alternator shall conform to IS 4722 / BS 2613. The alternator terminal voltage for any load variation should be maintained within + 5%.

Vi) Acoustic Enclosure:

Acoustic enclosure shall be powder coated and fabricated out of CRCA MS Sheet. The silent canopy shall be of modular construction. Critical processes of punching is done on CNC machines to maintain dimensional accuracy of holes within 0.1 mm. Powder coating is done after seven-tank surface preparation process of sheet metal. Canopy panel and doors shall have inside lining of FIRE-RETARDANT foam as acoustic material or rock wool for higher ratings. Hinged doors shall be provided to canopy, one door shall have glass window for control panel viewing.

vii) Base Frame:

Base frame is fabricated either in ISMC channel or in sheet metal. The base frame will be primer coated and painted. The base frame is rugged in construction and designed for mounting engine and alternator in a close coupled arrangement with cross members mounted on AVM. The base frame shall have provision for mounting of acoustic enclosure & control panel on it. The base frame has provision of lifting hooks.

viii) Performance Parameters:

The sound level, when measured in open field conditions (ISO 3744 OR 8528 PT 10) at 1- metre distance shall be less than 75 dBA or as per CPCB norms. The average stabilized hot air temperature rise with in the canopy is maintained within 7 degree C above ambient temperature.

ix) SILENT CANOPY:

Canopy should have features as under:

- Ready to Use canopy which can be assembled on site within a short time span.
- Canopy fabricated on imported machines with dimensional accuracy of 0.1 mm.
- Canopy is powder coated after passing through seven tank process.
- Canopy is lined with acoustic foam / rock wool, which is non-igniting / Fire Retardant.
- No grouting required on the ground, only a level surfaces capable of withstanding the DG weight.
- Designed for installation outdoors in open-air condition.
- Lockable doors provided.
- Residential silencer.
- Externally accessible emergency stop button.
- The exhaust gases shall be taken out through a suitable flexible pipe to prevent any back pressure on the engine.

X) Exhaust System inside the enclosure:

The exhaust system and noise suppressor shall be provided with thermal insulation by using fire retardant / non igniting foam conforming to BIS 7888 / BS 4375 to prevent excess heat radiation on the engine and safe for operator.

Xi) Silencer:

Absorption type non-resistance Residential Silencer insulated from inside with glass wool shall be provided to suppress exhaust noise from the engine.

xii) Surface Treatment - Painting:

The enclosure surface shall be suitably treated for degreasing, derusting, and phosphating. High quality powder coat treatment / paint shall be used.

xiii) Fuel Tank:

Fuel tank shall be fabricated out of 14 SWG CRCA MS sheet and is part of base frame. It is duly painted and fitted with inlet and outlet connections. Float gauge and fuel switch is provided.

xiv) Emergency Push - Stop Button:

The canopy shall have provision of emergency push button, which shall be housed in a protective cup separately for easy access from outside without opening any door.

xv) STANDARD MANUAL CONTROL PANEL:

SPECIFICATION: The standard control panel shall be fabricated from 16 SWG sheet and powder coated after seven tank treatment process.

The panel shall be equipped with:

Genset Parameters for display provisions :

1. Phase Voltage
2. Line Current
3. Frequency

xvi) Engine Parameters for display provisions :

1. Oil Pressure
2. Engine Coolant Temperature
3. Fuel Status
4. Engine Speed
5. Engine Run Hours
6. Total Starts
7. Battery Voltage Required

xvii) Electrical Safeties to be provided

1. Genset Under/ Over Voltage
2. Battery Under Voltage
3. Under / Over Frequency
4. Over Current
5. Short Circuit

xviii) Mechanical Safeties to be provided

1. Under/ Over Speed
2. Low Lube Oil Pressure
3. High Engine Water Temperature
4. Low Fuel Level

3.3 SPECIAL TERMS AND CONDITIONS

The Tenderer is required to read out following special terms and conditions carefully in respect of given tendering prior to filling up and submission of offer:-

- i). It is clearly mentioned that all expenses/labour/ manpower/ material supplies/ civil works towards execution of work specified in the tender document shall be on tenderers account. It is to be noted by the tenderer that proper foundation of adequate size with the cement concrete mixture is to be made of good quality on the location provided/decided by the RSMML. The provisions for suitable earthing of the DG set shall be made by the tenderer.

- ii). The Khanij Bhawan, Jaipur building of M/s. RSMML is having JVVNL supplies and panel board is installed in the building basement.
- iii). The tenderer is advise to pre-inspect the electric distribution panel installed in the RSMML premises since some other departments existing viz. Jaipur Metro Rail Corporation (JMRC), ICICI Bank, Petroleum Department and Director of Mines & Geology (DMG) are being catered electrical supplies from same JVVNL electric connection.
- iv). RSMML is charging on actual consumption of electricity based on reading of various metering devices for separate consumers.
- v). The tenderer is required only to provide DG set of 125 KVA capacity which is computed load of RSMML's requirement.
- vi). It is specifically mentioned that automated change-over switch for start/stopping of DG set in the electric panel shall to be designed and provided for the purpose and incase existing panel does not provide sufficient space for provision of putting automated change over switch in the panel board, then tenderer himself have to provide separate panel board along-with required electrical fitting and ancillary devices for distribution system for the RSMML requirement.
- vii). The noise standard for the DG set shall have to be as per guide lines of the Central Pollution Control Board (CPCB-II).
- viii). The tenderer shall have to provide service after sales and installation of DG set immediately on the request made by RSMML incase of any difficulty.
- ix). The warrantee period of the supplied 125 KVA DG set shall be 2 years or 5000 hrs (Whichever occurs earlier) from the date of successful execution of the work.
- x). During warrantee period for servicing DG set, the charges and expenses for the oil, lubricants and filter shall be reimbursed but no labour charges shall be paid by the RSMML.
- xi). Annual Maintenance Contract (AMC) beyond warrantee period can be considered by RSMML subject to cost effectiveness and it can not be assured by the company at the time of tendering.
- xii). The C-form, as applicable in the case of purchase of 125 KVA DG set shall not be given by RSMML to the tenderer. It is, therefore,

mentioned that tenderer should consider this fact while offering the rates in the price bid Part-II.

Xiii) All types of cabling work (power & control) with material will be in the scope of bidder.

3.4 **Testing:** - Following tests shall be conducted at the Supplier's work in the presence of RSMM's representative: -

- a. Full load testing for 8 hours with load bank.
- b. Overload testing at 10% overload for one hour immediately after the full load test.
- c. Operation of protective devices.

3.5 **TAKING OVER:** - RSMML will take over the DG set for operation on completion of the following by the supplier: -

- a. DG set are installed, tested and commissioned as per the specifications.
- b. Original test certificates are furnished for engine, alternator, acoustic enclosure, centrifuge and all other bought out items.
- c. Load trials are successfully conducted including the performance of acoustic enclosure and ventilation fans.
- d. Approvals are obtained from Pollution Control Board and Electrical Inspectorate.
- e. 6 sets of AS BUILT documentation, spare parts list, maintenance chart and operation and maintenance manual are to be submitted.
- f. The set shall be handed over with first fill of lube oil and day tanks full of diesel oil along with spares mentioned.
- g. Two Years warranty certificate of complete DG set.

3.6 **QUANTITY & PERIOD : One (01 no.)** and to be supplied within **30 days** of Detailed Letter of Acceptance (DLOA).

3.7 **INSTALLATION, COMMISSIONING AND TESTING OF 125 KVA DG SET:**

The tenderer will be responsible for installation, commissioning and testing work required as per scope of work mentioned in the tender document. The tenderer shall depute qualified and competent technical & other staff for the same.

3.8 **PRICE OFFER :**

- i) Price bid shall be quoted as per Annexure- I of the tender.
- ii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
- iii) The price quoted must be in figures & words both. In case, if there is any difference, the price mentioned in words will be considered.

- iv) The price quoted for ONE (01) no. of 125 KVA DG set in the price bid shall be all inclusive of all applicable taxes including service tax, Octroi, Excise duty, freight charges, Transit Insurance expenses and installation, commissioning and testing expenses at site specified by RSMML.

3.9 **VARIATION:**

- i) Escalation on Government Taxes & Duties: The tenderer will indicate in its offer the applicable taxes & duties at the time of opening of tender. In the event of any increase/decrease in the taxes & duties which are directly reflected in the tenderer's invoice by the Government within the delivery period, the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The subsequent increase shall be payable only on the production of authentic documentary proof by the tenderer.
- 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.

4.0 **DETERMINATION OF LOWEST BIDDER AND NEGOTIATIONS**

- a) The work shall be awarded to the party who will offer lowest rate for supply, installation, commissioning & testing of one (01) nos. of 125KV DG set. However in case, rates offered by lowest tenderer are not found to be reasonable, then :
 - 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.
 - 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.
 - 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.

OR

- b) In the event the company does not find the lowest rate offer, 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.

4.1 PAYMENT:

- i) The tenderer shall submit bills for supply, installation, commissioning and testing of 01 no. 125KVA DG set to the GGM(Lignite) office at Jaipur.
- ii) The company shall release 80% payment within 07 days of receipt of the bills from the tenderer towards receipt and purchase of 01 no. 125KVA DG set.
- iii) Remaining 20% payment shall be released by the company after successful completion and execution of work of installation, commissioning & testing of 01 no. 125KVA DG set at designated site(s) as per the terms of the tender document.

4.11 CORRECTION OF ARITHMETICAL ERRORS

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

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

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

4.12 **Right to Vary Quantity**

As per regulation 72 of RTPP Act 2012 – the Company reserves right to vary quantity prescribed in the tender document given as under:

- i. Repeat orders for the additional quantity may be placed by the Company on the rates and conditions given in the contract received through open competitive bids. Delivery or completion period may also be proportionately increased. The limit of repeat order shall be one 125KV DG set of sole discretion of the Company at the similar rate, terms and conditions of the given tender document and work contract.

We/I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place
Date

Technical Particulars of Diesel Generator Set

(To be filled up by tenderer)

No change in make and model will be changed after submission of tender

S. No.	Description	Bidder's Compliance
1	Source	
2	Manufacturer	
3	Engine	
3.1	Engine Model	
3.2	Engine Rating	
3.3	Engine Power	
	a) Gross BHP	
	b) Net BHP	
3.4	No. of Cylinders	
3.5	Engine RPM	
3.6	Aspiration	
3.7	Type of Starting	
3.8	Type of Fuel	
3.9	Type of cooling	
3.10	Recommended lube oil change	
3.11	Over haul	
3.12	Systems (flow diagram is to be enclosed)	
	a) Governing arrangement	
	b) Cooling systems	
	c) Fuel	

	d) Lubrication	
	e) Exhaust	
	f) Air filtration, dry type / other type	
	h) Protection	
3.13	Type of coupling	
3.14	Type of silencer	
3.15	Max.ambient temperature	
3.16	Speed Regulation	
3.17	Efficiency	
3.18	Standard / optional accessories	
3.19	Weight of the Engine	
3.2	Engine Protections provided	
3.20	Noise level at 1 mtr from the set	
4	ALTERNATOR	
4.1	Alternator Make	
4.2	Alternator Rating (Design)	
4.3	Continuous output rating	
4.4	Max.rating KW @ 0.8 PF	
4.5	Harmonic distortion level	
4.6	Rated Voltage	
4.7	Full load current	
4.8	Excitation	
	a) Excited voltage, DC volts	
	b) Excided current	
4.9	Overload capacity	
4.1	Voltage regulation	

4.11	Accessories required	
4.12	Degree of protection	
4.13	Class of insulation	
4.14	Weight of the Alternator	
5	GENERAL	
5.1	Erection	
5.2	After sales service	
5.3	annual maintenance charge	
5.4	Spares availability	
5.5	Spares required for Engine & Alternator	
5.7	Weight of the total set	
5.8	Foundation details	
5.9	Operating cost	
5.1	If any other requirements	
6	ACOUSTIC ENCLOSURE	
6.1	Dimensions	
6.2	Sound level at 1 mt from the enclosure	

Note: Tenderer is to specify the make, IS & other technical specifications in complete supported with leaflet etc. of each item.

Signature of Tenderer with official stamps

Place ;
Date :



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

TENDER NO. F9(1)15/2013/

Dated: 10.10.2014

GENERAL INFORMATION ABOUT THE TENDERER

Name & address of the tenderer with telephone No., FAX, E-mail nos. etc.	
Name of the authorized contact person	
Whether proprietor/partnership/ Company	
Date of incorporation (enclosed partnership deed/certificate of incorporation)	
Name of Partners/Directors	
PAN no.	
TIN no.	
Service tax Reg. no.	
MSMED Act. Registration no., if any.	

Signature of tenderer with stamp

Date:

Place:



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

Exceptions and Deviations

TENDER NO. RSMM/SBU-LIG/P&A/2014-15/

Dated 10.10.2014

Name of Tenderer _____

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

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

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of tenderer with stamp

Date:

Place:



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

TENDER NO. F9(1)15/2013

Dated: 10.10.2014

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

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

We, hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (MSMED Act.2006).

3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with stamp

Date:
Place:



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - LIGNITE

TENDER NO. F9(1)15/2013

Dated: 10.10.2014

Details of past experience

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

List of order(s) executed in last preceding 3 years

Quoted Model: -----

S. No	Name & Address of the Purchaser	Order No. & Date	Brief Description of the 125 KVA & above capacity DG set	Execution Certificate issued by the purchaser
01				
02				
03				
04				
05				

Note: Enclosed duly attested/notarised copies of Work Order and Execution Certificate issued by the purchaser as per the terms of the tender document.

Signature with Seal.

Place:

Date:



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

Grievance Redressal during Procurement Process.

The designation and address of the First Appellate Authority is –

*Managing Director,
RSMM Limited,
4, Meera Marg, Udaipur-313001 (Raj.)*

The designation and address of the Second Appellate Authority is –

*The Department of Mines,
Government of Rajasthan,
Secretariate, Jaipur*

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order

passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procumbent;
- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - (i) Hear all the parties to appeal present before him; and

- (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

**THE RAJASTHAN TRANSPARENCY IN PUBLIC
PROCUREMENT ACT, 2012**

Annexure-F

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date
Place

Signature of bidder
Name:
Designation:
Address:

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

Appeal No. of

Before the(first/second Appellate Authority)

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

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal :
.....
.....(Supported by an affidavit)

7. Prayer:
.....

Place
Date

Appellant's Signature



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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Undertaking

I/We in respect of submission of tender to the RSMM Ltd. hereby declare as under:-

1. We confirm that we have not put any other deviations to the tender terms & conditions.
2. We have not been banned/ debarred/ suspended by the RSMM Ltd. in past for any reason/default.
3. No Legal case is pending with RSMML.

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Signature of tenderer

Name and seal of tenderer

Date:

Place:


RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC – LIGNITE

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

TENDER NO. F9(1)15/2013

Dated: 10.10.2014

PART-II (PRICE BID)

Name of work: Supply, Installation, Commissioning & testing of one no. 125 KVA DG Set at RSMML, Khanij Bhawan, Tilak Marg, Jaipur

DESCRIPTION OF WORK	Price Offered
Supply, Installation, Commissioning & Testing of one no. 125 KVA DG Set at the site specified by RSMML and as per the terms and conditions of tender document	Rs.----- (in Figure). Rupees----- ----- (in words).

NOTE:

- i) The rates mentioned in the words would be considered in case price offered in figures are lesser.
- ii) The price quoted in the above price bid shall be all inclusive of all applicable taxes including service tax, Octroi, Excise duty, freight charges, Transit Insurance expenses and installation and commissioning & testing expenses of one no. 125 KVA DG Set at RSMML, Khanij Bhawan, Tilak Marg, Jaipur
- iii) The C-form, as applicable in the case of purchase of 125 KVA DG set shall be given by RSMML to the tenderer. It is, therefore, mentioned that tenderer should consider this fact while offering the rates in the price bid Part-II.

Signature of tenderer With Seal

Date:-----

Place:-----