



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

KHANIJ BHAWAN, TILAK MARG, JAIPUR – 302 005

CIN No. U14109RJ1949SGC000505

PHONE: (0141) 2227949, 2227627 FAX No. 0141-2227761

TENDER DOCUMENT FOR PURCHASE OF PHOTOSTATE MACHINE

Tender No. F.9(1)43/2011/24 dated 21.10.2016

Last date of submission 15.11.2016 upto 12.00 noon

Due for opening on 15.11.2016 at 3.30 p.m

Issued On behalf of RSMML

By

**Manager (Pers. & Admn.-Contract)
RSMML, Khanij Bhawan, Tilak Marg, Jaipur**

Last date of Sale of Tender 15.11.2016 upto 12.00 noon.

Non Transferable

Cost of tender document Rs. 573/- (Inclusive Sales Tax etc.) per set.

Corporate Office : 4, Meera Marg, Udaipur - 313 001 (Rajasthan)

Regd. Office : C-89-90, Janpath, Lal Kothi Scheme, Jaipur



RAJASTHAN STATE MINES & MINERALS LTD.

(A Government of Rajasthan Enterprise)

Registered Office: C-89-90, Janpath, Lal Kothi Scheme, Jaipur – 302 015

SBU & PC - LIGNITE

Khanij Bhawan, Tilak Marg, Jaipur – 302 005

CIN No. U14109RJ1949SGC000505

Website: www.rsmm.com, Phone : 0141-2227627 Fax- 0141-2227761

TENDER NO. F.9(1)43/2011/24

Dated: 21.10.2016

DETAILED NOTICE INVITING TENDER

TENDER DESCRIPTION	PHOTOSTATE MACHINE
TENDER No. & Date of NIT	F.9(1)43/2011/24 dated 21.10.2016
Type of Tender	Two Bid System
Place of Sale	Office of MANAGER (P&A-CONTRACT), KHANIJ BAHWAN, TILAK MARG, JAIPUR
Submission of Tender Document	Office of MANAGER (P&A-CONTRACT), KHANIJ BAHWAN, TILAK MARG, JAIPUR
Date of Sale of Tender Document	From 24.10.2016 TO 15.11.2016
Last Date of Receipt of Tenders	Upto 3:00 PM ON 15.11.2016
Due Date of Opening	At 3:30 PM on 15.11.2015
Place of Opening	Office of MANAGER (P&A-CONTRACT), 3 RD FLOOR, ROOM NO. 305, KHANIJ BAHWAN, TILAK MARG, JAIPUR
Cost of Non-Transferable Tender Document	Rs. 573/- (Inclusive VAT) (Rupees Five Hundred Seventy Three only)
Procurement Value	Rs.5.30 Lac
Earnest Money	Rs.11,000/-

MANAGER (P&A-CONTRACT)

The tender document consists of following:

Section-I	General Instruction for preparation & submission of tender.
Annexure- I	General profile of tenderer.
Annexure- II	Undertaking towards non suspension/non- banning.
Annexure- III	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.
Annexure- IV	Undertaking towards acceptance of specifications, all terms & conditions of tender.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Check list to technical specifications
Annexure-VII (a & b)	Price bid
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 – I

INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER AND GENERAL TERMS & CONDITIONS

- 1.0** One sealed & signed copy should be enclosed with the offer as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- 2.0** Tender must be submitted in two parts i.e. Techno-Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below:
 - 2.1** Sealed Envelop No. 1:- This envelop should contain DD/PO towards the requisite EMD as per provisions mentioned in the tender document. This sealed envelop should be subscribed 'EMD' towards tender No.(as mentioned above).
 - 2.2** Sealed Envelop No. 2: This envelop should contain Part –I Techno-Commercial BID) as asked in the tender document. This sealed envelope should be superscribed Part – I towards tender No.(as mentioned above). There should be no indication of price in the Part- I of offer.
 - 2.3** Sealed Envelop No. 3 i.e. Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelop should be superscribed PART – II (Price Part) towards tender No.(as mentioned above). No condition should be stipulated in this part, in case, if any, will be ignored.
 - 2.4** Sealed Envelop No. 4: The above three sealed envelopes should be packed in another sufficiently large envelop 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 thereon tender No. (as mentioned above) and the details of above mentioned three envelop.

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

3.0 SPECIFICATION & SCOPE OF WORK

Tenderer has to carry out Supply, Installation & Commissioning of one no Photocopier Machine as per following broad specifications at the office of Mines Secretary, Govt of Rajasthan Secretariat, Jaipur. The tenderer is requested to confirm/give the technical specification of items in annexure-VI.

Digital Multifunctional System Photocopier Machine Minimum speed per Minute in A-4 size 56 CPM, other details as under :-

Type	Desktop
Engine speed	A4 56 PPM & A-3 26 ppm
Control panel display	9"/10.1 inch colour LCD Touch screen
Paper size	Max A3, Min A5
Paper Capacity (80 GSM) & Trays	Standard 600 Sheets tray and 100 sheet multi bypass tray
Paper Type	60 GSM to 300 GSM
Memory	3 GB with 320 GB HDD
Copier Size	A3 Max
First Copy time	3.7 Sec Appx.
Continuous Copies	999 Max
Zoom	25% to 400%
Network Color Scanner Method	Push & Pull
Scan Speed	56 Original/Min Single,
Scan Resolution	100 to 600 DPI, 9600 DPI (TWAIN)
Network Connectivity	USB & RJ-45 Ethernet upto 1000 Base T
Print Resolution	600 x 600 DPI 9600 (equivalent)x600 DPI
Environments	Windows and other OS

Tenderer is also requested to quote the rate per copy with spare parts for FSMA (Full service maintenance agreement) for a period of three years after the warranty period. The approx. consumption is 50,000 copies per year. During the FSMA, RSMML will not provide anything expect paper & power for the machine.

Tenderer is also requested to quote the prices for Toner, Developer, Drum etc for offered machine in annexure-VII(b)

4.0 DELIVERY OF TENDER

The submission and delivery of tenders prior to date & time of opening will be the sole responsibility of the Tenderer. The tenders received after appointed date and time of opening will not be considered.

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

Tenders otherwise than on the prescribed lines, form and pattern described herein are liable to be ignored as it makes comparison difficult.

5.0 EXCEPTION & 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 - IV** and furnished alongwith 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.

Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored.

Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed & stamped by the tenderer.

6.0 SUPPORTING DOCUMENTS

The Tenderer should furnish the following supporting documents alongwith the offer:

- i. One set of tender document duly signed in token of acceptance of terms & conditions of tender.
- ii. Earnest Money deposit as per tender
- iii. Authorisation/Accreditation Certificate from manufacturer.
- iv. Details of the Authorized Service & Support Center at Jaipur.
- v. PAN No. & TIN no.
- vi. Copy of the valid DGS&D Rate contract.
- vii. Duly filled Annexure I to VI and Annexure- A to D along with part-I of offer and Annexure VII, a & b (Price Bid) Part-II in separate sealed envelope.

7.0 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.

8.0 RSMML RESERVES THE RIGHTS

- i) to reject any or all the tenders received
- ii) not to accept the lowest tender
- iii) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- iv) to increase/decrease the quantity

The decision of the Company any of above regard shall be final and binding on the tenderer and no claim shall be entertained in any respects.

9.0 VALIDITY

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days from the date of opening of tender within which period the tenderer shall have no right to withdrawn amend or modify his offer. This validity period may be extended further if required by mutual consent from time to time.

Tenderer after the issue 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 tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer.

10.0 DELIVERY PERIOD

The tenderer should offer the earliest possible delivery period for supply of stores at the Consignee's end. FSMA may be extended for further period on mutual consent basis.

11.0 DELIVERY BASIS

Terms of delivery shall be on the basis of FOR destination basis.

12.0 RATES

1. The rates should be quoted in Annexure - "VII (a & b)" appended hereto. The quoted rate shall remain firm & fixed during the complete execution of the contract and on F.O.R. destination basis inclusive of Packing & Forwarding, freight Insurance and any other delivery charges. No escalation on whatsoever ground will be admissible. The price quoted should be both in figures and words. In case of any

discrepancy between the figures and words, the lower of the two shall be taken as the quoted price.

2. The rates for each model available/offered having slightly different specifications should be quoted separately for each model but as per above annexure only.
3. The rate of, Excise Duty, Cess, CST/VAT, Service Tax, etc. as applicable should be specified by the tenderer. Wherever concessions, if any, are available they should also be indicated.
4. Any other Statutory Duty, Levy, Taxes, if applicable should be indicated. In case the tenderer firm is availing any incentive should mention in the tender;
5. In the absence of clear stipulations stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.
6. Our TIN (CST / RST Registration) No. is 08693902289
7. **VAT:-** As per the Gazette Notification dated 09.03.10 of Govt. of Rajasthan with respect to amendment of rule 38 and insertion of new rule 40A, in case the tenderer is raising VAT invoice, the VAT amount of the invoices raised by the tenderer will be deposited to the concern department of Govt. directly by RSMML. In lieu, RSMML will issue a certificate in form VAT-41A to tenderer towards the VAT amount so deducted /deposited for the necessary action at their end.

13.0 PRICE VARIATION

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are directly reflected on tenderers 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 supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

14.0 PERFORMANCE GUARANTEE

If at any time during the guarantee/warranty period the stores do not conform to the Company's requirements/ specifications and/or do not meet the desired performance, the contractor agrees to revise, modify, rectify and replace the design engineering, equipment, material or stores as the case may be in a manner calculated by the contractor to correct the deficiency or the unsatisfactory performance at the contractor's own expenses within a minimum time to be specified by the Company. In the event the contractor failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the

contractor without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.

15.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE FOR SUSPENSION OF SUPPLIES

If at any time before the commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the contractor and the contractor shall not be entitled to 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.

16.0 INSPECTION

The ordered machine should carry the inspection Certificate alongwith supply. However, final inspection will be carried out at the Consignee's end and the consignee is as below:

Manager (Systems),

Rajasthan State Mines & Minerals Limited, SBU&PC-Lignite, Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur – 302 005 (Rajasthan).

17.0 TERMS OF PAYMENT & PAYING AUTHORITY

17.1 100% payment within **30 days** of supply & installation of stores at site.

17.2 Billing and Paying Authority : The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery & Installation will be submitted to the Office of Manager (P&A-Contract), Jaipur for payment purpose.

17.3 Payments will be made through RTGS/NEFT only. All bank charges/commission shall be borne by the supplier.

18.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee equal to 5% of total value of contract by Demand Draft or in the form of Bank Guarantee on non-judicial paper of appropriate value in RSMML Performa from any Public Sector/ICICI/HDFC/AXIS Bank having its Branch at Jaipur, within 21 days from the date of LOA/PO. The Bank Guarantee should be valid for a period of 3 months in excess of the contractual 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 extensions of the contract period are granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of 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) In case 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 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher.
- viii) Bank Guarantee/S.D for Machine should be sent to the office of Manager (P&A-Contract) & for FASMA should be sent to the GGM (Lignite), Jaipur.

19.0 GUARANTEE/WARRANTY

The tenderer shall guarantee/warranty for satisfactory performance of the Photocopier Machine (Xerox/ RICOH/Sharp/ Canon/Toshiba/Kyocera make) for a period of 12 months from the date of successful installation.

20.0 a) COMPENSATION FOR DELAYED DELIVERY

In the event the supplier fails to deliver the stores within the delivery date as given in the LOA/PO 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 undelivered store,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost
- OR
- c) to cancel the contract.

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

b) COMPENSATION FOR DELAYED MAINTENANCE DURING WARRANTY PERIOD & FSMA

The tenderer will depute their service engineer on monthly basis or as & when required for keeping the machine in operation all the times to have minimum downtime. All the complaints / repairs would be rectified within 24 hrs. from the time of booking of the complaint or replacement of the machine (without any additional charges) failing which a compensation of Rs. 200/- per working day for downtime of machine will be levied.

21.0 DETERMINATION OF LOWEST BIDDER

- a. The lowest tenderer shall be determined on the basis of total value of contract under FSMA charges & cost of other consumables i.e. toner, developer, drum etc during warranty period.
- b. The lowest total landed cost offered machine will be inclusive of all taxes, duties, transportation, insurance, installation/commissioning charges and any other delivery charges upto destination. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered store will be given while calculating the landed cost.
- 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.

22.0 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.

23.0 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 supplier, 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.

- 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 supplier at their last notified address. In such an event the supplier 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.

24.0 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.

25.0 JURISDICTION

The contract is subject to the jurisdiction of courts of Jaipur in the state of Rajasthan.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.C. Nagora)
Manager (P&A-Contract)

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and Annexures 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:

Tender no. F.9(1)43/2011/24

Annexure-I
Dated: 21.10.2016

GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer with telephone No., Fax No., e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company (Enclose copy of document).			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years.	2013-14	2014-15	2015-16
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: a) Name b) Branch No. c) Address			
11	Bank Account No.			
12	Type of A/c : Saving /Current/CC/any other.			
13	IFSC code			
14	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.			
15	Any other important information related to the tender requirement.			
16	Delivery period for supply of offered machine.			
17	Any other details.			

Signature of tenderer with official stamp

Date & Place:

Annexure-II

Tender no. F.9(1)43/2011/24

Dated: 21.10.2016

UNDERTAKING TOWARDS NON-SUSPENSION/NON-BANNING.

(To be submitted alongwith Part – I of the offer)

Name of the Tenderer: _____

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

Signature of Tenderer with official stamp

Place:

Date:

Annexure-III

Tender no. F.9(1)43/2011/24

Dated: 21.10.2016

**REGISTRATION DETAILS AS PER MICRO, SMALL & MEDIUM
ENTERPRISES DEVELOPMENT ACT,2006.**

(To be submitted with PART – I : Technical Bid)

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-IV

Tender no. F.9(1)43/2011/24

Dated: 21.10.2016

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER AND NO CONDITION MENTIONED IN PRICE BID

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.

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

Signature of tenderer with official stamp

Date:
Place:

Annexure-V

Tender no. F.9(1)43/2011/24

Dated: 21.10.2016

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

Particulars	% Rate considered in Price Bid
Excise Duty	@.....%
CESS on ED	@.....%
CST	@.....%
VAT	@.....%
Service Tax	@.....%
Any other taxes/duties/levies ----- -----	@.....%
Details of Exemption on Duties & Taxes, if any.

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc., 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

Tender no. F.9(1)43/2011/24

Dated: 21.10.2016

CHECK LIST TO SPECIFICATIONS

Name of Tenderer _____

MAKE & MODEL OF OFFERED MACHINE: _____

S.N.	Description	Agreed and details
1.	Photocopier Machine as per following broad specifications mentioned in clause 3.0	
2	Tonner Suitable for offered machine	
2a	No. of copies per Tonner considering the standard printing coverage on A4 size paper	
3	Developer Suitable for offered machine	
3a	No. of copies per Developer considering the standard printing coverage on A4 size paper	
4	Drum Suitable for offered machine	
4a	No. of copies per Drum considering the standard printing coverage on A4 size paper	
5	Any other accessory, if required for operation of machine.	

Signature of tenderer with official stamp

Date:

Place:



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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or

- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

* * * * *

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date
Place

Signature of bidder
Name:
Designation:
Address:



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

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Appeal No. of
Before the(first/second Appellate Authority)

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

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

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

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

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

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

7. Prayer:
.....

Place
Date

Appellant's Signature



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

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

Tender no. F.9(1)43/2011/24 dated: 21.10.2016 for Supply of Photocopier Machine

Prices for supply of machines Price Part (Part-II)
(To be submitted in separate sealed envelope)

Make: **Model:**

Item No.	Particulars	Unit Basic Price / unit (Rs.)	CED & Cess @..... Amount (Rs.)	CST / VAT @ Amount (Rs.)	P &F, Freight, insurance & any other charges upto destination please specify	Landed Cost on f.o.r destination in Rs/unit.
a	b	c	d	e	f	g
1	Photocopier Machine as per following broad specifications mentioned in clause 3.0					

Prices for FSMA after warranty period:

(Price Bid) Item No.	Particulars	Unit Basic Price in Rs. / copy	CED & Cess @..... Amount (Rs.)	CST / VAT/ Service tax @ Amount(Rs.)	Landed Cost on f.o.r destination in Rs/Copy.
a	b	c	d	e	f
1	FSMA after warranty period:				

Signature of Tenderer with official stamps

Date & place

Annexure-VII (b)

Tender no. F.9(1)43/2011/24

Dated: 21.10.2016

Prices for accessory items during the warranty period of one year:

Make & Model of the offered item:

(Price Bid) Item No.	Particulars	Unit (Per No.)	Unit Basic Price / unit (Rs.)	CED & Cess @..... Amount (Rs.)	CST / VAT @ Amount (Rs.)	P &F, Freight, insurance & any other charges upto destination please specify	Total Cost on f.o.r destination in Rs/unit. (During One year)
a	b	c	d	e	f	g	h
1	Toner Suitable for offered machine						
2	Developer Suitable for offered machine						
3	Drum Suitable for offered machine						
4	Any other accessory, if required for operation of machine.						

Signature of Tenderer with official stamps

Place & Date

