



# **Rajasthan State Mines & Minerals Limited**

(A Government of Rajasthan Enterprise)

**Registered Office**

C 89-90, Lal Kothi Scheme, Janpath

Jaipur (Rajasthan) India

Ph.:+91-141-2743734, 2743934

Fax: +91-141-2743735

**CIN No.:U14109RJ1949SGC000505**

**Corporate Office**

4, Meera Marg,

Udaipur -313 001

Ph.:91 294 2428768, 2428763-67

Fax:+91-294-2428768,2428770,2428739

e-mail:naveengupta.rsmdl@rajasthan.gov.in

website:www.rsmdl.com

**PAN No.: AAACR7857H**

**TIN No.: 08693902289**

## **TENDER SCHEDULE TO**

**NIT NO.RSMM/CO/MM/NIT -03/2016-17 dated: 18.07.2016**

**“FOR SUPPLY OF INDIGENOUS/IMPORTED BEARINGS OF  
NTN/ FAG/SKF/TIMKEN MAKE**

**LAST DATE OF SUBMISSION OF TENDER: 10.08.2016  
UPTO 6.00 P.M.**

**DUE DATE OF OPENING: 11.08.2016 at 3.30 P.M.**

**TENDER COST (NON-REFUNDABLE): Rs. 1145/-  
(INCLUSIVE OF VAT)**

**(TENDER DOCUMENT IS NON TRANSFERABLE)**



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website: [www.rsmm.com](http://www.rsmm.com)

NIT NO. RSMML/CO/MM/NIT – 03/2016-17

Dated: 18.07.2016

## **DETAILED NOTICE INVITING TENDER**

Sealed tenders (in two parts) are invited from manufacturers or their authorised dealers / distributors / stokist for entering into rate contract for supply of NTN/ FAG/SKF/TIMKEN make Indigenous/ Imported Origin Bearings for a period of one year as per details given below :

Particulars	Description
<b>BEARINGS ;</b> Spherical Roller Bearings, Cylindrical Roller Bearings, Taper Roller Bearings, Ball Bearings, Needle Bearings etc. of SKF / FAG/ NTN/ TIMKEN makes.	237 type of bearings

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening, based on the documents furnished in line with the tender requirement and/ or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially acceptable tenderers will be opened on later date, which will be informed separately to the qualified tenderers only. The decision of the company in this regard shall be final and binding on both.

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

The tender document (non-transferable) can be obtained from the office of FA,CO on the above address on or before 10.08.2016 up to 4.00 PM on payment of non-refundable tender document fee of Rs. 1145/- (Rupees one thousand one hundred forty five only), inclusive of VAT by Cash/Demand Draft / Pay Order/ BC in favour of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender document from our website [www.rsmm.com/www.sppp.raj.nic.in](http://www.rsmm.com/www.sppp.raj.nic.in) and furnish their offer as per the terms & conditions provided therein with tender document fee in a separate sealed envelope as per clause No.1.2 (i) super scribing tender no. & tender document fee & Bid Security, failing which their offer will not be considered.

The tender shall be received by the Office of the undersigned on or before 10.08.2016 up to 6.00 PM and the part I (techno-commercial bid) of tender will be opened on 11.08.2016 at 3.30 PM in the presence of representative of

participant tenderers, who may like to attend the opening. The prescribed Bid Security of Rs.40,000/- shall be in the form of Demand Draft / Pay Order/BC in favour of RSMML payable at Udaipur alongwith part-I of tender, as per clause No.1.2 (i). Offer **without Bid Security may not be considered**. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /email and not in a manner specified in the document 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, to increase/decrease the quantity at any time, divide the quantity in more than one tenderer without assigning any reason(s) at its sole discretion.

GENERAL MANAGER (MM)

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

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS  
DUE ON 11.08.2016 AT 3.30 PM**

Section - I	Instruction for preparation & submission of tender
Section – II	Special Terms & Conditions
Annexure- I-a, I-b	Check list of specifications.
Annexure – II	General profile of tenderer
Annexure – III	Undertaking towards Non Suspension /Non Banning.
Annexure – IV	Exception & Deviation
Annexure – V	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.
Annexure – VI	Undertaking towards acceptance of all terms & conditions of tender and no condition mentioned in the Price Bid.
Annexure – VII	Details of taxes & Duties offered in the Price bid.
Annexure – VIII	Declaration by the Tenderer
Annexure – IX	B.G. Format
Annexure-X-a & X- 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**

**1.1** A copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and submitted along with part –I of the offer, (no page should be detached).

**1.2** 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. Each Envelop should be super-scribed tender no as mentioned above, Bidders name & address.

i) **Sealed Envelop No. 1:-** This envelop should contain DD/PO/ Copy of receipt towards requisite Bid Security & tender document fee as per provisions mentioned in the tender document. Envelop should be super-scribed Bid Security & Tender Document fee towards tender No. (as mentioned above).

ii) **Sealed Envelop No. 2 :** This envelop should contain Part –I: Techno-Commercial BID alongwith all supporting documents (except the Bid Security, Tender document fee & Price Bid) as asked in the tender document. This sealed envelope should be super-scribed Part – I of tender No (as mentioned above), Bidders name & address.

iii) **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 envelope should be super-scribed PART – II (Price Part) of Tender No. (as mentioned above) & bidders name. No condition should be stipulated in this part, if any, shall be ignored.

iv) **Sealed Envelop No. 4:** The above three sealed envelope 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 there on Tender No (as mentioned above) and the details of above mentioned three envelops.

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

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 in Annexure III.

### **1.3 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 last date of submission / opening of tender happen to be a holiday, then tenders shall be submitted/ opened on the next day upto/ at prescribed time.
- ii) **Late Tender:** The tender received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.
- iii) RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

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

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

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

**1.7 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 - 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.

Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

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

Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.

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

#### **1.8 TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART - I (TECHNO COMMERCIAL OFFER):**

- a) Copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender.
- b) Demand Draft of Bid Security in the manner specified in tender as per clause no. 1.13 (Section-I)
- c) Detailed Specifications of Bearings in Annexure - I-a & I-b.
- d) Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure "V"
- e) Duly filled Annexure I to IX along with part-I of tender documents and Annexure X-a & X-b (Price Bid) Part-II.
- f) Any other relevant document, in support of eligibility criteria, terms & conditions of tender.

**Note:** Each & every page of tender document, Annexure & documents furnished along with part I & Part II should be sealed & signed by the authorized person of the tenderer.

#### **1.9 BEFORE SUBMITTING TENDER:**

Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive in respect to all factors circumstances and conditions likely to be incidental to the execution of the contract, as per the scope and conditions given herein.

#### **1.10 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.

#### **1.11 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.

#### **1.12 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of Four months from the date of opening of tender within which period the tenderer shall have no right to withdrawn, amend, cancel or modify his offer. In case of withdrawal/amendment/modification/ cancellation the Bid Security deposited by the Tenderer, as per clause No.1.12 hereof shall stand forfeited. The validity period may be extended for further period, 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 tenderer's calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

#### **1.13 BID SECURITY :**

- a) The tenderer shall deposit (interest free) a sum of **Rs 40,000/- (Rupees Forty thousand only)** as Bid Security alongwith the tender by Demand Draft/PO/BC. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/BC will not be accepted.
- b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.
- c) **The BID SECURITY shall be forfeited in case of:**
  - i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
  - ii) If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.
  - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure -A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer(s) will be refunded after receipt of Security Deposit cum performance guarantee.

- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender in case of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (h) **Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.**

#### **1.14 INDEMNIFICATION CLAUSE:**

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

#### **1.15 PRICE FALL CLAUSE:**

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

#### **1.16 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.

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

#### **1.17 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 of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except State Bank of India) having its Branch at Udaipur, within 21 days from the date of RC on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 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 unsatisfactorily 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, modification is made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty five Percent) of Total Security Deposit amount subject to the maximum of Rs.25,000/- or as applicable on the date of issue of BG.
- viii) S.D. should be sent to the office of GGM, SBU – PC (RP), Jhamarkotra.

**1.18 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:**

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

**1.19 COMPENSATION FOR DELAYED COMPLETION:**

In the event of the supplier fail to deliver the stores as per agreed specifications in full/part as per delivery schedule, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- vi) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be

OR

- vii) to cancel the contract.

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

**1.20 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.

### **1.21 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.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

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

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

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**SECTION -II : SPECIAL CONCITIONS OF CONTRACT:**

**2.1 SPECIFICATION & SCOPE OF WORK:**

- A. The specifications & details of bearings are given in Annexure – 1-a & 1-b. Tenderer is requested to mention the equivalent Bearing no. of their offered make out of SKF/ FAG/NTN/TIMKEN.
- B. The bearings given in **Annexure 1-a** are the **Spherical Roller/ Cylindrical Roller, Taper Roller Bearings & Needle Bearings. Tenderer should offer these bearings of Imported Origin only. Bearings of China and Indian origin are not acceptable.**
- C. The bearings given in **Annexure 1-b** are the **Ball Bearings. These may be of Any origin.**
- D. The supply of Imported/ Indigenous bearings are to be made to our SBU-PC(RP), Jhamarkotra Mines in accordance with the agreed specifications, terms and conditions.
- E. RSMML will not give any guarantee/ commitment towards quantum in respect of quantity/value on monthly/yearly basis and purchase the bearings on the basis of requirement, as and when arises, during the contract period.
- F. The tenderer shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, specifications and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- G. The tenderer shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

**2.2 PERIOD OF CONTRACT:** The period of rate contract will be one year from the date of issue of RC/LOA.

**2.3 DELIVERY PERIOD:** The tenderer should offer the minimum possible delivery period to supply the bearings at site. The delivery period will be reckoned from the date of issue of delivery schedule issued by consignee. The delivery of each item under contract will be taken on as and when required basis only.

Consignee will place delivery schedule for supply in advance by 21 days. However, tenderer will pre-pone the delivery in case of urgency. Tenderer will execute all delivery schedule placed within the contract period i.e. upto the last date of validity of contract.

**2.4 DELIVERY BASIS :**

Terms of delivery shall be on the basis of f.o.r. destination i.e. SBU-PC(RP) Jhamarkotra Mines via & distt. Udaipur.

## **2.5 RATES:**

- i) Rate should be quoted in the Annexure – X-a (for Imported Bearings only) and Annexure – X-b (for Ball Bearings only) appended hereto. The price bid should be packed in separate sealed envelope.
- ii) Tender should offer the Pre dispatch Inspection charges separately. RSMML may take the bearings with or without PDI.
- iii) The quoted price will remain firm and fixed till the complete execution of the contract. The rate should be quoted on f.o.r. destination basis including basic price, taxes & duties, freight, insurance & any other delivery charges upto Jhamarkotra..
- iv) The charges towards applicable duties, taxes, levies or any other charges as applicable for the supply of bearings should be stated separately. In the absence of any such stipulation it will be presumed that the prices are inclusive of all such charges and no claim whatsoever for the same will be entertained.
- v) Any other statutory duty, levy, taxes, if applicable should be indicated. In case the tenderer is availing any incentive should mention in the tender. In the absence of clear stipulations as stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.
- vi) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
- vii) The rate quoted will be both in figures and words. In case of any discrepancy between the figures and written words, the lower of the two shall be taken as quoted rate.

## **2.6 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 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.

## **2.7 TAXES, DUTIES & LEVIES :**

Our TIN (CST / RST Registration)No. is 08693902289

The rate of Excise Duty, CST/VAT, as applicable should be specified by the tenderer. Wherever concessions, if any, are available they should also be indicated;

Any other statutory duty, levy, taxes, if applicable should be indicated. In case the tenderer is availing any incentive should mention in the tender.

In the absence of clear stipulations as stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.

## **2.8 DETERMINATION OF LOWEST BIDDER:**

a. The lowest tenderer shall be determined on the basis of total landed cost of the offered for each Bearings seperately inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/exempted/input credit on VAT by State/Central Govt. which are applicable directly / indirectly on the supply/use of Bearings. On similar basis L2, L3, L4, ..... Tenderers will be determined.

b. While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the manufacturing firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.

c. In case RSMML opt for rate contract with more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate, on refusal by L2 tenderer, then to L3 tenderer & so on.

d. 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.

## **2.9 CONSIGNEE:**

The Group General Manager, SBU-PC (RP)  
Or his authorised officer  
RSMML Ltd., Jhamarkotra Mines,  
Via & distt. Udaipur .

## **2.10 INSPECTION:**

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the specification/data of each item.
- ii) Inspection shall be carried out at consignee's end after receipt of the material at site.
- iii) In case of rejection of any supply the same should be replaced by the tenderer at their cost, immediately within 30 days of intimation for rejection or within the specified delivery period. Tenderer will take rejected material back at their own risk, cost & transportation.
- iv) Bearings are to be supplied in a standard & genuine packing of manufacturer. Any tempering in packing, rusting of bearings etc. can result into rejection of the consignment/bearings and the decision of the Company in this regard will be final.
- v) **Pre -Dispatch Inspection (PDI)** : Tenderers should offer their charges in % of offered basic price for each bearing towards pre-despatch inspection of bearing by the manufacturer in annexure-X-a and X-b. RSMML at its sole discretion may place the

order/schedule for supply of bearing with or without PDI.

Tenderer(s) are requested to submit the details of Pre- dispatch Inspection system of manufacturer & Issuance of PDI Certificate thereafter.

#### **2.11 QUALITY OF ITEMS & STANDARD APPLICABLE WARRANTY:**

The tenderer shall warrant that the Imported/Indigenous bearings supplied under the contract/order will be new, unused, genuine, proper design & quality and shall be free from all defects and faults in material & workmanship.

The bearings will be consistent with the established, recognized or stipulated standards for materials & manufacturing. Warranty certificate of the bearings will be furnished by the tenderer as a general practice for all the bearings. This warranty shall survive inspection and acceptance of the goods.

Warranty will be applicable in respect of sub-standard materials, poor workmanship and faulty design (excluding normal wear and tear) for a period of 12 months from the date of commissioning or 18 months from the date of receipt, whichever is earlier.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective bearings will be replaced by the supplier at site free of cost within 30 days of intimation of warranty claims. The bidder will be required to stock bearings to take care of warranty failures. The responsibility to collect the defective/ rejected bearings will lie with the supplier and the cost for such collection will have to be borne by the supplier.

#### **2.12 INDIAN / INTERNATIONAL STANDARD :**

All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to International standards. All electric installations, equipment and switch gear shall have to conform to Indian Electricity Rules 1967 and as amended from time to time.

#### **2.13 PATENTS:**

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

#### **2.14 TERMS OF PAYMENT & PAYING AUTHORITY:**

- i) 100% payment within 30 days on receipt and acceptance of bearings at Jhamarkotra Mines stores.
- ii) **Billing & Paying Authority:** The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority – Head of Finance, Jhamarkotra Mines. RSMML.

- iii) Payment will be made through RTGS/NEFT. All bank charges/commission shall be borne by the contractor.

**2.15 RSMML RIGHTS:** The Company reserves the right:

- i) to reject any or all the tenders received
- ii) to accept a tender either for the total number of items or part thereof
- iii) not to accept the lowest tender
- iv) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- v) to enter into parallel contract
- vi) to judge the acceptability of any equivalent bearings based on technical specifications.
- vii) to purchase the bearings with or without PDI
- viii) to increase/decrease the quantity
- ix) to enter into RC with more than one tenderer

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.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

GENERAL MANAGER (MM)

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.



**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**CHECK LIST TO SPECIFICATIONS**  
(To be submitted with PART – I Technical Bid)

Name of tenderer \_\_\_\_\_

**Make: IMPORTED SKF/ FAG/NTN/TIMKEN make Bearings (No other make of bearing is acceptable), except China and Indian origin.**

Offered make : \_\_\_\_\_

<b>Spherical Roller Bearings</b>				
S.No	Bearing No.	Offered Bearing No.	Country of origin	Deviation if any
1	21309			
2	22214			
3	2218			
4	23032			
5	22230			
6	22318			
7	22212CC			
8	21312E			
9	22315			
10	22318C3			
11	22322EJAW33VA40 5			
12	22322W33VJA405			
13	22326YMW33W800 C4			
14	22332CCJAW33VA4 05			
15	22332W33VJA405			
16	23024CC/C3			
17	23024ES			
18	23120E			

19	23126BSMB			
20	32934M			
21	7309BJPUA			
22	GE80TXE-21 S			
<b>Tapper Roller Bearing</b>				
23	22213E			
24	30205			
25	30207			
26	30208			
27	30209			
28	30212			
29	30213			
30	30220			
31	30305			
32	30306			
33	30308			
34	30310			
35	30315			
36	30320			
37	31309			
38	32213			
39	32218			
40	32305			
41	32306			
42	32308			
43	32309			
44	32311			

45	32312			
46	32314			
47	33216			
48	23032KYMW33			
49	23144KYMBW507C0 8			
50	30315DU			
51	30317A			
52	30317DU			
53	30320D			
54	32024XU			
55	32028XU			
56	32030XU			
57	32032X			
58	32306A			
59	32936M/XU			
60	33217Q			
61	4T - 748 - S - 742			
62	32222			
63	30312			
64	30313			
65	31310			
66	HR 32026 X			
67	HH 221449 & 221410			
68	30230U			
<b>Spherical Roller Bearing T/bore</b>				
69	2213K			
70	22209K			

71	22211CCK			
72	22211K			
73	22218K			
74	22219K			
75	22220K			
76	22222K			
77	22224K			
78	22234K			
79	22212K			
80	22213CCK			
81	22215CCK			
82	22216CCK			
83	22216K			
84	22217CCK			
85	22217K			
86	22218CCK			
87	22220CCK			
88	22220K			
89	22222CCK			
90	22224CCK			
91	22224CKC3W33			
92	22228CCK			
93	22230CK			
94	23024ESCCKW33			
95	23122CC/W33			
96	22332CK/C3			
97	22214K			

98	22220ES			
<b>Cylindrical Roller Bearings</b>				
99	NU221C3			
100	NU226C3			
101	NU315MC3			
102	NU318			
103	NU322C3			
104	NU2207			
105	NU305			
106	N315			
107	NU306			
108	NU307			
109	N318			
110	NU - 311			
111	NU309 NR			
112	NU310			
113	NU314			
114	NU315			
115	NU321			
116	NU414			
117	NU-2311			
118	NU 205			
119	NU 316			
120	NU 322			
121	NU 324			
122	NU 226			
123	NU 312			
124	N NCF 5018			

125	NU-214			
126	NJ-2311			
127	NCF 1856 VC3			
128	NCF 1876 VC3			
129	NU2326E MPAP64			
130	HJ/BR 607632 & IR/RB 526032			
131	Bearing Needle HK2016D			
132	NU216			
133	GE120.OD.2RS			
134	Flange adapter with bearing (02 mounting hole) NTN208			
135	Flange adapter with bearing (04 mounting hole) NTN210			
136	Flange adapter with bearing (02 mounting hole) NTN212			

Signature of Tenderer with official stamp

Place:

Date:

**ANNEXURE I-b**

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**CHECK LIST TO SPECIFICATIONS**

(To be submitted with PART – I Technical Bid)

**Name of tenderer** \_\_\_\_\_

**Make:** SKF/ FAG/NTN/TIMKEN bearings (No other make of bearing is acceptable)

Make of Bearings Offered \_\_\_\_\_

S.No.	Bearing No.	Offered Bearing No.	Country of origin	Deviation if any.
1	3305			
2	3309			
3	3313			
4	4205			
5	6000			
6	6001			
7	6002			
8	6006			
9	6009			
10	6011A			
11	6012			
12	6013			
13	6013ZZC3			
14	6201			
15	6202			
16	6203			
17	6204			
18	6205			

19	6206			
20	6207			
21	6208			
22	6208ZZR			
23	6209			
24	6211			
25	6212			
26	6214			
27	6216			
28	6221			
29	6300			
30	6301			
31	6302			
32	6303			
33	6219ZZC3/C4			
34	6304			
35	6305			
36	6305ZZ			
37	6306			
38	6307			
39	6307ZZ			
40	6308			
41	6308ZZ			
42	6309			
43	6309ZZ			
44	6310			
45	6311			



46	6312			
47	6313			
48	6314			
49	6315			
50	6316			
51	6317			
52	6319			
53	6318			
54	6321			
55	6322			
56	6324			
57	6405			
58	6406			
59	6816			
60	7022			
61	7207			
62	7304			
63	7305			
64	7306			
65	7307			
66	62305			
67	3305BTVH			
68	3306A			
69	4308B			
70	6012Z			
71	6013ZZC3			
72	6014A			

73	6019A			
74	6022ATKZ			
75	6200ZZ			
76	6202ZZ			
77	6203ZZ			
78	6206ZZ			
79	6209ZZ			
80	6211zzC4			
81	6218C3			
82	6219C3			
83	6221C3			
84	6304ZZ			
85	6306NR			
86	6306ZZ			
87	6308C3			
88	6309C3			
89	6309EN			
90	6310NR			
91	6310ZZ			
92	6313ZZ			
93	6315MC3			
94	6318C3			
95	6322C3			
96	7217BEB			
97	7314BG			
98	1209K			
99	63305			

100	608			
101	4308B			

Signature of Tenderer with official stamp

Place:

Date:

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**GENERAL PROFILE OF TENDERER**

(To be submitted with PART – I Technical Bid)

1.	Name & address of the tenderer with telephone No./ Fax No./ email / mobile no.			
2	Status of Tenderer i.e. Manufacture/ Authorised Dealer/ Bonafide Dealer/any other.			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years ( in lacs)	2015-16	2014-15	2013-14
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium )			
10	Banker details: a) Name a) Branch No. b) 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	Offered Delivery Period for supply of material from the date of issue of delivery schedule.			

Signature of tenderer with official stamp

Date & Place.

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.**

(To be submitted along-with 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:

**EXCEPTIONS & DEVIATIONS**

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016**  
**FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**  
 (To be submitted with PART – I Technical Bid)

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 official stamp

Date & Place:

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**Declaration for Registration under 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.  
  
We (Name of Tenderer \_\_\_\_\_),  
hereby declare that, our organization is registered under Micro,  
Small & Medium Enterprises Development Act, 2006 as  
\_\_\_\_\_ (Micro, Small & Medium )Enterprises.
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 official stamp

Date:  
Place:

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

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

(To be submitted with PART – I Technical Bid)

Name of Tenderer\_\_\_\_\_

- I) We confirm that all the terms & conditions of tender are accepted to us and we will supply the Bearing as per technical specifications of tender.
- II) We hereby undertake that we have not mentioned any condition in the price bid.

Signature of tenderer with official stamp

Date:

Place:



**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**  
(To be submitted with PART – I Technical Bid)

Name of Tenderer \_\_\_\_\_

Particulars	% Rate considered in price bid
Excise Duty	@..... %
CST	@..... %
VAT	@..... %
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. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

Signature of tenderer with official stamp

Date:  
Place:

**TENDER NO. RSMM/CO/MM/ NIT - 03/2016-17 DATED 18.07.2016  
FOR SUPPLY OF INDIGENOUS/ IMPORTED BEARINGS**

**DECLARATION BY TENDERER**

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

I/We declare that I am/ We are manufacturer/ distributor/authorised dealer of M/s ----- in the goods/stores/equipments for which I/We have tendered.

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

Note: Furnish authorisation certificate of manufacturer with this annexure.

Signature of tenderer with official stamp

Date:

Place:

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

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

B.G. \_\_\_\_\_

Dated \_\_\_\_\_

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

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

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

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

2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, \_\_\_\_\_ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_ (scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

\_\_\_\_\_(specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any

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

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

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_(designation) \_\_\_\_\_(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of \_\_\_\_\_executed at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_2016.

## **Annexure A : 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 behaviour to impair the transparency, fairness and progress of the procurement process;
- d. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any, and
- h. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest :-**

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

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

- a. 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:
- b. Have controlling partners/shareholders in common; or
- c. Receive or have received any direct or indirect subsidy from any of them; or
- d. Have the same legal representative for purposes of the bid; or
- e. 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
- f. 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
- g. 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
- h. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

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

In relation to my/our Bid submitted 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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

### **Annexure C: Grievance Redressal during Procurement Process**

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

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

#### **1) Filing an appeal**

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

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

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

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

#### **4) Appeal not to lie in certain cases**

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

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

#### **5) Form of Appeal**

- a) An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;
- b) Every appeal shall be accompanied by an order appealed



against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### **6) Fee for filing appeal**

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

#### **7) Procedure for disposal of appeal**

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

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

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

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

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

Place :

Date:

Appellant's signature :

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- b) 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;
- c) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

### **2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder,

whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.





















S.No.	Description	Bearing No.	Quoted/ Equivalent bearing	Basic price (Rs)	Discount	Discounted price	ED & Cess on Duty @	CST/ VAT @_____	Packing, forwarding, freight & any other delivery charge upto destination	Total f.o.r. desti nation price	PDI charges in % on the value as per column 7
131	Bearing Needle HK2016D										
132	NU216										
133	GE120.OD.2R S										
134	Flange adapter with bearing (02 mounting hole) NTN208										
135	Flange adapter with bearing (04 mounting hole) NTN210										
136	Flange adapter with bearing (02 mounting hole) NTN212										

The above prices will remain firm & fixed till complete execution of contract.

Place  
Date:

Signature of Tenderer with official stamps















S.No.	Description	Bearing No.	Quoted/ Equivalent bearing	Basic price (Rs)	Discount	Discounted price	ED/Custom Duty & Cess on Duty @	CST/VAT @____	Packing, forwarding, freight & any other delivery charge upto destination	Total f.o.r. destination price	PDI charges in % on the value as per column 7
98	Ball Bearing	1209K									
99	Ball Bearing	63305									
100	Ball Bearing	608									
101	Ball Bearing	4308B									

The above prices will remain firm & fixed till complete execution of contract.

Place & Date:

Signature of Tenderer with official stamps