



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

REGISTERED OFFICE:

C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan) India
Ph.:+91-141-2743734. 2743934
Fax: +91-141-2743735, 2428739
CIN No.: U14109RJ1949SGC000505

CORPORATE OFFICE:

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 2428763-67
Fax: +91-294-2428768
e-mail ngupta@rsmm.com

TENDER DOCUMENT

TO

**NIT No. RSMM/CO/MM/WB/NIT-04/2015-16 Dated
15.05.2015**

FOR SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF
PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT SANU
LIMESTONE MINES, JAISALMER AND AT GIRAL LIGNITE MINES
BARMER ON TURN KEY BASIS AND IT'S AMC FOR FIVE YEARS.

TENDER SUBMISSION DATE & TIME: On or before 16.06.2015
Upto 6.00 p.m.

DUE DATE & TIME OF OPENING : 17.06.2015 at 3.30 P.M.

**TENDER DOCUMENT FEE (NON-REFUNDABLE)
Rs. 1145/- (INCLUSIVE OF VAT)**

(TENDER DOCUMENT IS NON TRANSFERABLE)



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NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

NOTICE INVITING TENDER

Sealed tenders in two parts (i.e. Part-I: Techno-Commercial part and Part-II: Price Part) are invited from manufacturers and their authorised dealers for following:

NIT no.	Description	Qty.	Bid Security (in Rs.)	Tender document fee:	Due Date of opening
04/ 15- 16	Supply, Installation, Commissioning & Testing of Pitless Fully Electronic Lorry Weighbridge of 100 MT Weighing Capacity, Platform Size 16Mx3M with Eight Load Cells at Sanu Limestone Mines (JAISALMER), on Turn Key Basis and It's AMC For Five Years.	1 No.	38,000/-	Rs. 1145/- (inclusive of VAT).	17.06.2015
	Supply, Installation, Commissioning & Testing of Pitless Fully Electronic Lorry Weighbridge Of 100 MT Weighing Capacity, Platform Size 16Mx3M With Eight Load Cells at Giral Lignite Mines, Barmer on Turn Key Basis and It's AMC For Five Years.	1 No.	50,000/-		

Details of other terms & conditions are elaborated in Tender Document, for which visit at web sites www.rsmm.com, www.sppp.rajasthan.gov.in or may contact Sr. Manager (MM) at above address.

General Manager (MM)



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Dated 15.05.2015

DETAILED NOTICE INVITING TENDER

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	Supply, Installation, Commissioning & Testing of Pitless Fully Electronic Lorry Weighbridge Of 100 MT Weighing Capacity, Platform Size 16Mx3M With Eight Load Cells at Giral Lignite Mines, barmer on Turn Key Basis and It's AMC For Five Years.	1 No.	50,000/-		

Pre-Qualification criteria:

The tenderer should have the experience for supply, installation & commissioning of Electronic Weighbridge of 100 MT capacity or above. The tenderer should have supplied & installed at least 3 nos. of similar capacity or higher capacity weighbridges in last three financial years i.e. 2012-13, 2013-14 & 2014-15.

The offers received will be evaluated on the basis of Pre-Qualification criteria, documents furnished by the tenderer in support of tender terms and/or information gathered by RSMML about the tenderer. The price offer of only

techno-commercially acceptable tender(s) will be opened at a later date, which will be informed to such Tenderer(s) only. The decision of the Company shall be final and binding in this regard.

The tenderer / 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 upto 16.06.2015 upto 6.00 p.m. on payment of non-refundable tender fee of Rs. 1145/- (Rupees one thousand one hundred forty five only), inclusive of VAT by Cash/ Demand Draft / Pay Order in favour of RSMML payable at Udaipur. Alternately interested tenderer(s) may directly download the tender document from websites www.rsmm.com/ www.sppp.rajasthan.gov.in and furnish their offer along- with the tender document fee in a sealed envelop as prescribed at clause no. 1.2(i) of sec-I of tender document, failing which their offer will not be considered.

The tender shall be received by the office of U/S on or before 16.06.15 up to 6.00 p.m. and Part I (Techno Commercial offer) of the tender will be opened on 17.06.2015 at 3.30 p.m. in the presence of representatives of participant tenderers, who may like to attend the opening. The prescribed Bid security of Rs. 38,000/- (for item no. 1) & Rs. 50,000/- (for item no. 2), as the case may be, shall be payable by Demand Draft/Pay Order in favour of RSMML payable at Udaipur alongwith part I of tender as per provision mentioned in the document, without which no offer will be considered. RSMML is not responsible for postal delay or misplacement of offers. Fax /e-mail / telegraphic offers are not acceptable.

General Manager (MM)

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

**SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION
OF TENDER AND GENERAL TERMS & CONDITIONS**

- 1.1 One sealed & signed copy of tender document should be enclosed with the offer as a token of acceptance of its terms and conditions and returned intact, (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.

- i) **Sealed Envelop No. 1 :-** This envelop should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has been purchased from the office of FA,CO and DD/PO towards requisite bid security as per provisions mentioned in the tender document. This sealed envelop should be superscribed 'Tender Document Fee & Bid Security for 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 & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part – I of tender No (as mentioned above).

In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part – I of offer.

- a) Annexure-I- Compliance with the Code of Integrity and No Conflict of Interest.
b) Annexure-II- Declaration by the Tenderer regarding Qualifications.
c) Annexure-III- Grievance Redressal during Procurement Process and Form No. 1.
d) Annexure-IV- Additional Conditions of Contract

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

- iii) **Sealed 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 super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelops 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 may be liable to be ignored.

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/emissions.

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 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in 'Annexure- A'. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

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

1.8 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.

1.9 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.

1.10 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.

1.11 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of four months from the date/extended date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the bid security deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer (LOA/PO) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of bid security.

1.12 Bid Security:

S.No.	Particulars	Bid Security amount
1	For offer toward Supply, Installation and Commissioning & Testing of Pitless Fully Electronic Lorry Weighbridge with AMC at Sanu Limestone Mines (JAISALMER).	Rs. 38,000/-
2	For offer toward Supply, Installation and Commissioning & Testing of Pitless Fully Electronic Lorry Weighbridge with AMC at Giral Lignite Mines (BARMER).	Rs. 50,000/-

Note: In case of offer for both, Bid security of Rs. 88,000/- is to be furnished.

- a) The tenderer shall deposit interest free bid security as above alongwith the tender by Demand Draft/Banker's Pay order. Further, tenderers shall deposit (interest free) a sum Rs. 1,145/- (inclusive of VAT) as tender document fees by PO/Demand Draft only to the office of GM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.2. Payments through Cash, Cheque or Bank Guarantee will not be accepted.
- b) DD/Banker Cheque for Tender Fees, Processing Fees and bid security should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.
- c) **The bid security shall be forfeited in case of:**
- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after the last time & date for submission of tender and during the validity period.
 - ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
 - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - iv) If the tenderer does not submit the security deposit cum performance guarantee.
 - v) If the tenderer breaches any provisions of code of integrity prescribed for tenderers as specified at Annexure-I.
- (d) The bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security against this tender, however, the bid Security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (f) Incase of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of bid security.
- (g) Bid security will be taken @25% of the total value of bid Security of tender incase of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product.
- (h) Except above, no bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

1.13 **COMPENSATION FOR DELAYED COMPLETION :**

In the event of the tenderer fails to supply, Install & Commission the weighbridges alongwith related civil work within the scheduled period or the stores are rejected, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed compensation @ $\frac{1}{2}$ % of the total value of order including all on f.o.r. destination basis, for each week or part thereof subject to a maximum of 5% of value of order.
- b) to purchase the store or get the work executed from elsewhere , without notice to tenderer at his risk and cost for full or undelivered part, as the case may be.

OR

- c) to cancel the contract

In case of (b& c), Company will be empowered to purchase the store or get the work executed to meet its requirements, irrespective of the fact whether they are similar or not.

1.14 **NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR 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 LOA/PO, shall give notice in writing of the same to the tenderer and the tenderer shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

1.15 **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 10 % of the total value of the order (For Supply, Installation, Commissioning of weighbridge) and equal to 5 % of the total value of AMC of 5 years (For annual maintenance contract of weighbridge)by way of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa from any Public Sector/HDFC/ICICI/AXIS Bank (except SBI) having their branch at Udaipur/Jodhpur/Barmer, within 21 days from the date of award of LOA/PO. SD will be furnished for each weighbridge separately.
- ii) The security deposit for Supply, Installation and Commissioning of weighbridge should be valid for a period of 6 months in excess of warranty period + work completion period. SD for annual maintenance contract of weighbridge (AMC) should be valid for a period of 6 months in excess of AMC period of 5 years.
- iii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- ii) The Company is empowered to recover 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 from the S.D.

- iii) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are granted by RSMML.
- iv) 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 guarantee and after discharge of all the tenderer's obligations under the contract.
- v) The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee 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.
- vi) 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.
- vii) No interest shall be payable on SD.
- viii) S.D. should be send to the office of GM(MM), CO for Supply, Installation & Commissioning of weighbridge and to GGM(Lig) &/or 'The Advisor & Head, SBU-PC (LS)', as the case may be, for annual maintenance contract of weighbridge.

1.16 ASSIGNMENT:

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

1.17 INDEMNIFICATION:

Except where arising from the negligence of RSMML or RSMML's employees, the tenderer 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 tenderer or tenderers personnel or by claims made against RSMML by third parties in respect thereof.

1.18 TERMINATION :

- a) In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
- a) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

- b) Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving Fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

1.19 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.

1.20 JURISDICTION:

The contract is subject to the exclusive jurisdiction of courts of Udaipur in the state of Rajasthan only.

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

SECTION –II: SPECIAL CONCITIONS OF CONTRACT:

2.1 SPECIFICATION :

Specification and scope of work for Supply, Installation & Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge of 100 Mt Weighing Capacity, Platform Size 16Mx3M with Eight Load Cells & peripherals at Sanu Limestone Mines (JAISALMER) are given at Annexure- F(i). Mine is situated about 55 kms from Jaisalmer city on Jaisalmer -Ramgarh road.

Specification and scope of work for Supply, Installation & Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge of 100 Mt Weighing Capacity, Platform Size 16Mx3M with Eight Load Cells & peripherals at Giral Lignite Mines (BARMER) are given at Annexure-F(ii). Mine is situated about 50 kms. from Barmer City.

Note: Tenderer's are advised to visit sites for exact location of installation of Weigh Bridge, soil conditions, facilities available etc.

2.2 QUANTITY: Total- 2 nos.

One no. each at Sanu Limestone Mines (JAISALMER) and Giral Lignite Mines (BARMER)

2.3 ANNUAL MAINTENANCE CONTRACT (AMC)

Tenderer are requested to quote the rate AMC for a period of 5 years after completion of warranty period of one year. The tenderer will carry out four(4) quarterly preventive maintenance and will attend breakdown calls through the trained staff on as & when required basis during AMC.

Tenderer will be responsible for stamping of weighbridges during AMC, however, the stamping fees deposited to Dept. Of Weight & Measurement will be reimbursed by RSMML on actual basis. The arrangement of standard weight for the same will be the responsibility of tenderer. Calibration of weighbridges have to be shown to the company/any authorized agency whenever required.

The tenderer shall carry out calibration/certification from weights & measurement dept. annually. After every repair/re-verification by the authorities, the tenderer shall arrange for proper sealing of instruments and keep record accordingly. Such records shall be countersigned by company's official.

AMC will include all repair & spares of the weighbridges except load cells & Batteries.

2.4 INSTALLATION & COMMISSIONING OF WEIGHBRIDGE :

The tenderer will be responsible for installation & commissioning work of the equipment at site. The tenderer shall depute qualified and competent

technical & other staff to supervise, install and commission the equipment free of cost for suitable man days and for test day running as well as training in operation and maintenance of the equipment at site.

2.5 WORK COMPLETION PERIOD:

The tenderer is to offer the minimum possible work completion period to supply, install, commission & testing of the offered weighbridge on turn-key basis at site. The work completion period will be counted from the date of handing over clear site by the respective consignee to the tenderer.

2.6 DELIVERY BASIS :

Terms of delivery shall be on the basis of f.o.r. destination i.e. Sanu Limestone Mines, Dist. Jaisalmer and Giral Lignite Mines (BARMER), as the case may be

2.7 SUPPORTING DOCUMENTS:

The Tenderer should furnish the following supporting documents along with offer:

- i)** One complete set of tender document as issued duly filled, sealed & signed on each page by the tenderer as a token of acceptance of specification, terms & conditions of tender.
- ii)** Tender document fee, Bid Security in a manner specified in tender.
- iii)** In case of participation by authorised/accredited dealer on behalf of their manufacturer, the dealer has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.
- iv)** Detailed specifications and illustrated catalogue and specific technical information about the offered equipment alongwith general arrangement drawing, plan of foundation, other required drawings etc.
- v)** List of standard tools & accessories offered free of cost along with the equipment.
- vi)** Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure "C"
- vii)** Duly filled & signed copy of annexure "A" "B", "C", "D", "E" & "F(i) & (ii) and Annexure I – V alongwith part-I of tender and Annexure "G(i) & (ii) price bid in separate sealed envelop.
- viii)** Copies of PO and performance certificate for supply & installation of 100 MT capacity weigh bridge or higher capacity as per pre-qualification criteria of tender.
- ix)** Details of the offices from where after sales services will be provided by the manufacturer at respective site. Incase the tenderer proposes to develop any additional sales service center at Jaisalmer/Barmer, those also be detailed.
- x)** Copy of valid licenses from W&M Department towards selling, repairing or servicing of weighbridges and also of registration/approvals of offered equipment.
- xi)** Any other relevant document, if any.

Note: Each & every page of document furnished by the tenderer along with tender should be duly signed & sealed by authorised person of tenderer.

2.8 GUARANTEE/ WARRANTY:

The tenderer shall warrant that the equipment supplied under the contract/order is new, unused, of current design & not likely to be discontinued or become obsolete till the life of the offered equipment and shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade.

The equipment will be in consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples if any. This warranty shall survive inspection and acceptance of the goods.

The tenderer shall guarantee/warranty for the satisfactory performance of the complete equipment for a period of 12 months from the date of successful commissioning of weigh bridge/ final handing over of weigh bridge to RSMML.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the tenderer at site free of cost within 30 days of settlement of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers does not arise and all services under warranty clause shall be responsibility of the ultimate tenderer of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the tenderer and the cost for such collection will have to be borne by the tenderer.

2.9 TRAINING:

The tenderer will depute experienced personnel to conduct training of Company's operators, technical and supervisory personnel for a suitable period, as decided mutually, from the date of successful commissioning of the equipment. Training should be conducted free of cost & at site. The training shall cover the following:

- i) The equipment system & safety
- ii) Equipment operation & maintenance
- iii) Trouble shooting, localization of faults and their remedies covering:
 - a) Electrical & electronics,
 - b) Mechanical

Comprehensive training manuals with clear illustration shall be provided to each participant. Training course shall be conducted in both English & Hindi languages as required.

2.10 SPARE PARTS AND SERVICING FACILITIES:

The tenderers must clearly specify the spare parts that will be supplied alongwith the equipment free of cost. Acceptance of tender for supply of

equipment on this invitation is subject to tenderer certifying that he has adequate servicing and spare parts facilities in India in respect of the equipment and machines tendered by him or that they shall arrange to provide such facilities simultaneously with the supply of equipment. The tenderer has deemed to have undertaken that supplies of necessary maintenance equipment and spare parts will be made available for the life of the machine. The tenderer shall also warrant that if he goes out of production of the equipment he shall ensure availability of spare parts to us and shall also make available blue print drawings of the spare parts and other specification of the material at no extra cost to us.

2.11 INSPECTION & TEST:

- I) The tenderer will furnish the test certificate alongwith the supplies of equipment.
- II) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
- III) The inspection may be conducted at the premises of the tenderer. However, the final inspection shall be carried out at consignee's end after receipt of the material at site which will be final and binding to both parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- IV) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- V) RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the shipment of the goods.
- VI) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

2.12 Pre-qualification Criteria:

The tenderer should have the experience for supply, installation & commissioning of Electronic Weighbridge of 100 MT capacity or above. The tenderere should have supplied & installed atleast 3 nos. of similar capacity or higher capacity weighbridges in last three financial years i.e. 2012-13, 2013-14 & 2014-15.

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

The tenderer / bidder 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.

Price Part (Part II), of the offer of only short-listed tenderer will be opened and only such short-listed tenderer will be informed about the date and time of opening of the price bid. The company will generally not entertain any correspondence on this subject.

2.13 RATES :

- i) Price(s) quoted shall be as below in annexure-G,i&ii hereto for "Price Bid".:

-In Annexure- G(i) for Supply, Installation & Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge at Sanu Limestone Mines (JAISALMER) alongwith AMC charges of 5 years.

-In Annexure- G(ii) for Supply, Installation & Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge at Giral Lignite Mines (BARMER) alongwith AMC charges of 5 years.

- ii) Tenderer is also requested to quote the AMC rate for a period of 5 years after completion of warranty period of one year. Tenderer will be responsible for stamping of weighbridges during AMC. However, the stamping fees deposited to Dept. of Weigh & Measurement Department will be reimbursed by RSMML on actual basis.
- iii) The quoted price will remain firm & fixed till complete execution of the contract. The price must be net and must include transportation, insurance & any other delivery charges up to each destination. Price should be on f.o.r. destination basis.
- iv) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- v) The charges towards duties, taxes, levies or any other charges, as applicable for the supply of equipment, must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained. In case the tenderer is availing any incentive, same should also be mentioned in the tender. The tenderer shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the India, including all bank charges.
- vi) The prices quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.
- vii) The Company shall be entitled to deduct Income tax and/or any other taxes levied at source as per the rules & instructions as may be applicable on related part from time to time.
- viii) Entry tax, if any, leviable by Govt. of Rajasthan on inter State purchase will be borne & paid by RSMML.
- ix) Tenderer shall warrant that neither the offered prices to us against this tender are higher nor the terms & conditions offered as a whole are less favourable than offered by them to any of their other customers in the pendency of the validity of tender.

2.14 PRICE VARIATION:

The quoted price shall remain firm and fixed till the complete execution of the contract.

- i) Escalation on Government Taxes & Duties: The tenderer will indicate in his offer the applicable taxes & duties at the time of opening of tender. In the event of any increase/decrease in the taxes & duties which are directly reflected in the tenderer's invoice by the Government within the delivery period, the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The subsequent increase shall be payable only on the production of authentic documentary proof by the tenderer.
- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices.

2.15 DETERMINATION OF LOWEST TENDERER :

- a) The lowest tenderer shall be determined on the basis of total landed price of weighbridge at each destination separately offered in annexure-G(i) & G(ii) for supply, installation & commissioning of weighbridges and AMC, which includes basic price, all taxes & duties, transportation, insurance & any other delivery charges etc. upto destination.

Prices of load cells sought at sr. 15.0 of price-bids will not be a part of determination of lowest tenderer.

The year wise net present value (NPV) of Annual Maintenance Charges for five years would be worked out by discounting @ 12% (twelve percent) per annum to arrive at the total cost of AMC.

The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. such as ITC/entry tax on the supply of weighbridge, if applicable, will be given while calculating the landed cost.

- 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 only and the element of Central Sales Tax & entry tax (if applicable on interstate purchase of weigh bridge) shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
- e) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

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 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.

2.16 CONSIGNEE:

For Weighbridge required at Sanu Limestone Mines (JAISALMER).

The Advisor & Head, SBU-PC (LS)
or his authorized officer.
RSMM Ltd, Jaisalmer.

For Weighbridge required at Giral Lignite Mines (BARMER).

The Group General Manager, SBU-PC (Lig.)
or his authorized officer.
RSMM Ltd, Barmer

2.17 TERMS OF PAYMENT & PAYING AUTHORITY:

i) For supply, installation & successful commissioning of weighbridges-

90% payment within 30 days from supply, installation & successful commissioning of weighbridges at site, completion of related civil work and stamping & verification of the weighbridge by Dept. of meteorology. The fee deposited to the Dept. of meteorology towards stamping & verification of weighbridge will be reimbursed at actual on production of documentary proof. Balance 10% within 30 days thereafter.

For Annual Maintenance Contract of weighbridges-

100% payment of yearly AMC charges after expiry of each year of AMC.

ii) Billing & Paying Authority:

For supply, installation & successful commissioning of weighbridges-

The bill in triplicate alongwith the supporting documents duly verified by the consignee will be submitted to The Office of GM (MM), CO, 4 – Meera Marg, Udaipur for payment purpose. The payment disbursing authority is-

The Financial Advisor,
Rajasthan State Mines & Minerals Ltd.
4, Meera Marg, Udaipur-313001

For Annual Maintenance Contract of weighbridges-

The bill in triplicate alongwith the supporting documents duly verified by the consignee will be submitted to Head of SBUs for payment purpose. The payment disbursing authority will be Head of Finance of SBUs.

- iii) Payments will be made through RTGS. All bank charges/commission shall be borne by the tenderer.

2.18 RSMML's RIGHT:

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

- I. to reject any or all the tenders received.
- II. not to accept the tenders on technical ground
- III. to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- IV. to purchase the weighbridges with or without AMC.
- V. to increase/ decrease the quantity.
- VI. to accept the tender for total scope of work or part thereof.

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

2.19 INDIAN / INTERNATIONAL STANDARD :

The offered specification by the tenderer should be based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to International standards. All electric installations, equipment shall have to conform to Indian Electricity Rules 1967 and as amended from time to time. The equipment covered by specification shall, unless otherwise specified be build to conform to the requirements of relevant standards issued by any of the following and the tenderer should specifically mention in each case the applicability of the relevant latest standard.

- 1. Bureau of Indian Standard's Standard Codes and specifications wherever applicable. (ISI)
- 2. Indian Electricity Rule 1956, wherever applicable.
- 3. British Standard Specification, relevant Code and British Electrical Standard Association.
- 4. American Society of Mechanical Engineer's Power Test Codes.
- 5. American Society of Materials Testing Codes.
- 6. American Standards Association/ USA Standards Institute and Edison Electric Institute
- 7. Standard of Hydraulic Institute, USA
- 8. Heat Exchanger manufacturer's Association, Standards, USA
- 9. Bleeder Heater Manufacturer's Association, Standards, USA.
- 10. Appropriate national Standard Specification of the country of manufacture on approval by the purchaser.
- 11. Indian Boiler Regulation Act.
- 12. Indian Electricity Act. 1910.

2.20 PATENTS :

Tenders shall warrant that all equipment 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.

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

Exceptions and Deviations

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer _____

We confirm that all the terms & conditions of tender is acceptable to us except the following.

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

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

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

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

We hereby declare that we have not been banned/suspended or de-listed by RSMML in past and also undertake that we have not mentioned nay condition in the price bid. .

Signature of tenderer with official stamp

Date:

Place:

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			
4	Name of owner/partners Directors with full address.			
5	Name of the Manufacturer of Offered Products			
6	Annual turnovers in rupees for last three years.	2014-15	2013-14	2012-13
7	PAN No.			
8	TIN No.			
9	Service Tax Registration no.			
10	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
11	Banker details: I. Name II. Branch No. III. Address			
12	Bank Account No.			
13	Type of A/c : Saving / Current/CC/ any other			
14	IFSC code			
15	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.			
16	Offered work completion period as per total scope of work on turn-key basis for Weighbridge required at Sanu Limestone mines, Jaisalmer			
17	Offered work completion period as per total scope of work on turn-key basis for Weighbridge required at Giral Lignite Mines, Barmer			

Signature of tenderer with official stamp

Date & Place:

Annexure 'C'

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

(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:

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

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	@.....%
Work Contract Tax	@.....%
Details of Exemption on Duties & Taxes, if any.

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

Signature of tenderer with official stamp

Date:

Place:

Annexure – E

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

Details of past experience

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

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

S. No .	Name & Address of the Purchaser	Order No. & Date	Brief Description of the Weighbridge	Nos. of Weighbridge supplied
01				
02				
03				
04				
05				
06				
07				

Note: Essentially enclose copies of Purchase Orders and / or Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

TECHNICAL SPECIFICATION AND SCOPE OF WORK FOR SUPPLY, INSTALLATION AND COMMISSIONING & TESTING OF PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE OF 100 MT WEIGHING CAPACITY, PLATFORM SIZE 16MX3M WITH EIGHT LOAD CELLS AT SANU LIMESTONE MINES (JAISALMER) AND IT'S AMC FOR FIVE YEARS ON TURN KEY BASIS.**1.0 SPECIFICATIONS:**

Sl. No.	Description	Agreed/ deviation
1.	Supply, Installation, Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge of 100 MT Weighing Capacity, Platform Size 16Mx3M With Eight Load Cells at Sanu Limestone Mines (JAISALMER) and It's AMC For Five Years On Turn Key Basis alongwith suitable transoms, w/b modules, load cells, digitizer, junction box, display, communication printed circuit board, suitable software, interface software to digitizer using existing weigh bridge room for operation of weighbridge. Tenderer may visit the site to acquaint with the site conditions for installation of Weighbridges. The necessary modification, if required, will also be carried out by tender in existing room at their own cost.	
2	Tenderer shall provide the detailed technical specification of the weigh bridge offered alongwith models of weigh bridge & other assemblies, general arrangement drawing, plan of foundation drawing etc.	
3	The equipment shall be capable of continuous operation for protracted periods on a system of 3 shifts each of 8 hours duration per day through out the year.	
4	Tenderer should also offer the annual maintenance charge (for five years after warranty period) in the price bid, however, RSMML at it's sole discretion may purchase the Weighbridges with or without AMC.	
5	Weighbridge software will be developed in consultation with respective consignee as per their requirement.	

1.1 Technical specification of the weighbridge shall be as under. Please

confirm/comment the point wise specification:-

MECHANICAL & ELECTRONIC PARTS:

S. N.	Particular	Specification	Agreed/ Deviation, if any.
01	Machine Type	Electronic weighbridge Pitless	
02	Capacity	100 MT	
03	Accuracy (Least Count)	10 Kg.	
04	Platform Size	16 X 3 Mtr.	
05	Details of platform plate	12mm thick MS plate wedded with anti skid trips make SAIL/TISCO	
06	Details of the joists	Total – 6 Nos. size 400 x 140 mm Make- SAIL /TISCO	
07	Details of transoms	Mild steel , 400 x 140 mm, fabricated with ribs & top plate make SAIL/TISCO	
08	Foundation plate and load cell top & bottom cover	Mild Steel	
09	Foundation bolts and other nut bolts	Mild steel	
10	Total weight of weigh bridge	Minimum 12 MT	
11	Specification of the electronic system		
a	Type of display	Digital weight indicator to be interfaced with P.C.	
b	Communication port	RS 232 for computer interfacing	
c	Height of display	24 mm (Minimum)	
d	Date & Time	Real time clock should be available	
e	Tare	100%	
f	Error Indication	Should be indicative on display itself	
g	Load Cell	8 Nos.	
h	Digitizer	Digital Type	
i	Jumbo display etc.	RED L.E.D. Type	
j	Junction Box	All load cell should be routed through the junction box	
12	Make and rating of batteries	150 A.H. of Exide or any other reputed make	

13	Details of Load Cells		
a	Make	OIML Approved of suitable capacity of reputed make	
b	Total Nos.	8 Nos.	
c	Capacity	Minimum 30 MT each	
d	Type	Compression Type	
e	Excitation Voltage	10 V DC	
f	Over Load Capacity (without affecting performance)	150% RL	
g	Over load Capacity (Ultimate)	300% RL	
h	Temperature Range	10 Deg. To + 80 Deg.	
i	Zero Balance	(+/-) 1% R.O.	
j	Insulation resistance (Min.)	2000 Mega Ohms.	
k	Nominal out put	Min. 2.0 V/V	
l	Non Linearity	0.02% of R.O.	
m	Hysteresis	0.02% of rated capacity	
n	Creep	0.03% of rated capacity	
o	Repeatability	0.02% of rated capacity	
p	Terminal input resistance	350 +/- 3.5 Ohms	
q	Terminal output resistance	350 +/- 3.5 Ohms	
r	Environmental protection class	IP – 68	

2.0 SCOPE OF WORK:

Sl. No.	Description	Agreed/ Deviation
1	Supply, Installation & commissioning including civil construction work for Weighbridge by the tenderer on turn-key basis in accordance with the agreed specification, terms and conditions. The tenderer will provide drawings of civil works, electrical / electronic circuit, general arrangement of weighbridge etc.	
2	Tenderer has to provide engineering drawings, data, maintenance and operational manuals etc.	
3	Tenderer has to undertake related civil work for installation & commissioning of weigh bridges i.e. weigh bridge foundation, weigh bridge bottom work, channels & ramps for weigh bridge.	
4	Tenderer will supply & install one computer of reputed make such as /HP/Dell/Acer having Intel Core i-3, 4GB RAM, 500 GB HDD, DVD R/w, 21" TFT Monitor, Windows 7 & DOS Operating System or higher version.	
5	Tenderer will supply & install one no. 2 KVA Capacity Offline UPS having 4 hrs. battery backup of reputed	

	make.	
6	Tenderer will supply & install 1 no. 24 Pin Heavy duty dot matrix printers of Espon/Wipro/TVSE make (of 132 Cols) suitable for high speed printing of weightslip and reports.	
7	The above configurations vide point no. '4,5&6' are suggestive. However, the tenderer should provide suitable Hardware alongwith the weighbridge compatible with the software supplied, but not of the lower configuration.	
8	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.	
9	The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.	
10	The tenderer shall be responsible for deployment of suitable supervisor, skilled, semi-skilled & unskilled labour for installation, testing, commissioning of the weighbridges at site.	
11	The weighbridge offered by tenderer should be verified & stamped by the Weight & Measurement Department (Dept. of Meteorology) before dispatch from works as well as stamped by the Weight & Measurement Department (Dept. of Meteorology) after commissioning of equipment at site.	
12	The tenderer shall ensure timely payment for the minimum wages to his labour as per statutory provisions and shall fully comply the rules laid under payment & wages act and enforced time to time.	
13	The tenderer shall be responsible for safety & security of all Men & Material deployed by him at site for execution of work.	

3.0 Weighbridge Foundations & Ramp with weighbridge:

Sl. No.	Description	Agreed/ Deviation
1	Tenderer will undertake the civil work, as above, at site considering the location & soil bearing capacity & as per standard drawing & design of equipment.	
2	The tenderer shall arrange at its own cost all the building material, water, electricity as required for civil work, Transportation etc. of required items will be carried out by the tenderer at his cost.	
3	The tenderer shall execute the civil work in the most substantial and workman like manner. The workmanship as well as materials should be in strict accordance with the design & specification.	
4	If it is noticed that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description, the tenderer shall rectify the same at his risk & cost.	
5	The Company shall have right to close and audit and technical examination of the works at any time during the execution of work and thereafter.	

(For Barmer Mines) Annexure- F(ii)

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

TECHNICAL SPECIFICATION AND SCOPE OF WORK FOR SUPPLY, INSTALLATION AND COMMISSIONING & TESTING OF PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE OF 100 MT WEIGHING CAPACITY, PLATFORM SIZE 16MX3M WITH EIGHT LOAD CELLS AT GIRAL LIGNITE MINES, (BARMER) AND IT'S AMC FOR FIVE YEARS ON TURN KEY BASIS

1.0 SPECIFICATIONS:

Sl. No.	Description	Agreed/ Deviation
1	Supply, Installation & Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge Of 100 Mt Weighing Capacity, Platform Size 16Mx3M With Eight Load Cells at Sanu Limestone Mines (JAISALMER) and It's AMC For Five Years On Turn Key Basis alongwith suitable transoms, w/b modules, load cells, digitizer, junction box, display, communication printed circuit board, with suitable weighbridge software, interface software to digitizer for operation of weighbridge along with civil foundation, W. B. Room, adjoining room, generator room, toilet etc. Tenderer may visit the site to acquaint with the site conditions for installation of Weighbridges.	
2	Tenderer shall provide the detailed technical specification of the weigh bridge offered alongwith models of weigh bridge & other assemblies, general arrangement drawing, plan of foundation drawing etc.	
3	The equipment shall be capable of continuous operation for protracted periods on a system of 3 shifts each of 8 hours duration per day through out the year.	
4	Tenderer should also offer the annual maintenance charge (for five years after warranty period) in the price bid, however, RSMML at it's sole discretion may purchase the Weighbridges with or without AMC.	
5	Weighbridge software will be developed in consultation with respective consignee as per their requirement.	

1.1 Technical specification of the weighbridge shall be as under. Please

confirm/comment the point wise specification:-

MECHANICAL & ELECTRONIC PARTS:

S.N.	Particular	Specification	Agree/Deviation, if any.
01	Machine Type	Electronic weighbridge Pitless	
02	Capacity	100 MT	
03	Accuracy (Least Count)	10 Kg.	
04	Platform Size	16 X 3 Mtr.	
05	Details of platform plate	12mm thick MS plate wedged with anti skid trips make SAIL/TISCO	
06	Details of the joists	Total – 6 Nos. size 400 x 140 mm Make- SAIL /TISCO	
07	Details of transom	Mild steel , 400 x 140 mm, fabricated with ribs & top plate make SAIL/TISCO	
08	Foundation plate and load cell top & bottom cover	Mild Steel	
09	Foundation bolts and other nut bolts	Mild steel	
10	Total weight of weigh bridge	Minimum 12 MT	
11	Specification of the electronic system		
a	Type of display	Digital weight indicator to be interfaced with P.C.	
b	Communication port	RS 232 for computer interfacing	
c	Height of display	24 mm (Minimum)	
d	Date & Time	Real time clock should be available	
e	Tare	100%	
f	Error Indication	Should be indicative on display itself	
g	Load Cell	8 Nos.	
h	Digitizer	Digital Type	
i	Jumbo display etc.	RED L.E.D. Type	
j	Junction Box	All load cell should be routed through the junction box	
12	Make and rating of batteries	150 A.H. of Exide or any other reputed make	
13	Details of Load Cells		

a	Make	OIML Approved of suitable capacity of reputed make	
b	Total Nos.	8 Nos.	
c	Capacity	Minimum 30 MT each	
d	Type	Compression Type	
e	Excitation Voltage	10 V DC	
f	Over Load Capacity (without affecting performance)	150% RL	
g	Over load Capacity (Ultimate)	300% RL	
h	Temperature Range	10 Deg. To + 80 Deg.	
i	Zero Balance	(+/-) 1% R.O.	
j	Insulation resistance (Min.)	2000 Mega Ohms.	
k	Nominal out put	Min. 2.0 V/V	
l	Non Linearity	0.02% of R.O.	
m	Hysteresis	0.02% of rated capacity	
n	Creep	0.03% of rated capacity	
o	Repeatability	0.02% of rated capacity	
p	Terminal input resistance	350 +/- 3.5 Ohms	
q	Terminal output resistance	350 +/- 3.5 Ohms	
r	Environmental protection class	IP – 68	

2.0 SCOPE OF WORK:

S. N.	Description	Agreed/ Deviation
1	Supply, Installation & commissioning including civil construction work for Weighbridge by the tenderer on turn-key basis in accordance with the agreed specification, terms and conditions. The tenderer will provide drawings of civil works, electrical / electronic circuit, general arrangement of weighbridge etc.	
2	Tenderer has to provide engineering drawings, data, maintenance and operational manuals etc.	
3	Tenderer has to undertake related civil work for installation & commissioning of weigh bridges i.e. weigh bridge foundation, weigh bridge bottom work, channels & ramps for weigh bridge. Further, tender will also construct main weigh bridge room alongwith a adjoining room, one generator room, toilet, as per drawing at annexure-V.	
4	Tenderer will supply & install one computer of reputed make such as HP/Dell/Acer having Intel Core i-3, 4GB RAM, 500 GB HDD, DVD R/w, 21" TFT Monitor, Windows 7 & DOS Operating System or higher version.	
5	Tenderer will supply & install one no. 5 KVA Capacity Offline	

	UPS having 8 hrs. battery backup of reputed make.	
6	Tenderer will supply & install 1 no. 24 Pin Heavy duty dot matrix printers of Espon/Wipro/TVSE make (of 132 Cols) suitable for high speed printing of weightslip and reports.	
7	The above configurations vide point no. '4,5&6' are suggestive. However, the tenderer may provide suitable Hardware alongwith the weighbridge compatible with the software supplied but not of lower configuration.	
8	Tenderer will supply & install one no. 2 Ton Capacity Window AC of reputed make such as Hitachi/Carrier/Voltas in weighbridge room.	
9	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.	
10	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.	
11	The tenderer shall be responsible for deployment of suitable supervisor, skilled, semi-skilled & unskilled labour for installation, testing, commissioning of the weighbridges at site.	
12	The weighbridge offered by tenderer should be verified & stamped by the Weight & Measurement Department (Dept. of Meteorology) before dispatch from works as well as stamped by the Weight & Measurement Department (Dept. of Meteorology) after commissioning of equipment at site.	
13	The tenderer shall ensure timely payment for the minimum wages to his labour as per statutory provisions and shall fully comply the rules laid under payment & wages act and enforced time to time.	
14	The tenderer shall be responsible for safety & security of all Men & Material deployed by him at site for execution of work.	

3.0 Weighbridge Foundations & Ramp with weighbridge:

S.	Description	Agreed/ Deviation
----	-------------	-------------------

N.		
1	Tenderer will construct the civil work at site considering the location & soil bearing capacity & as per standard drawing & design of equipment.	
2	The tenderer shall arrange at its own cost all the building material, water, electricity as required for civil work. Transportation etc. of required items will be carried out by the tenderer at his cost.	
3	The tenderer shall execute the civil work in the most substantial and workman like manner. The workmanship as well as materials should be in strict accordance with the design & specification.	
4	If it is noticed that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description, the tenderer shall rectify the same at his risk & cost.	
5	The Company shall have right to close and audit and technical examination of the works at any time during the execution of work and thereafter.	

4.0 For Weighbridge Room alongwith adjoining room, Generator Room and Toilet with weighbridge:

Sl. No.	Description	Agreed/ Deviation
1	The inside size of weigh bridge room should be 4M x 5 M. The height of weigh bridge room should be 3 M. Tender will also construct a generator room and toilet attached with weighbridge room with proper water supply pipe fitting (G.I., PVC Pipes, Valve, Water Tap, wash basin, pot, syntax tank having capacity of 1000 Ltrs installing on roof. Tenderer will also construct one more adjoin room of 3mx3mx3m size for keeping extra spares like weights & various stationary items. Drwing for the same is annexed at annexure- V.	
2	The dimensions of windows & doors etc. should be as per enclosed drawings.	
3	The walls should be Random Rubble Stone Masonry with cement mortar (1:6), ratio 1 cement x 6 sand of 30cm. thickness and plastered with cement mortar of ratio 1:6.	
4	The roofs should be of R.C.C. slabs and floor should be cement concrete as indicated in the drawings.	

5	Windows should have good quality of glass panels, guard bars and stainless steel wire mesh should be provided in weigh bridge room.	
6	The door should be of good quality wood & door locks.	
7	Rooms should be duly painted from inside and outside with acrylic emulsion and door and windows should be painted with super enamel synthetic paint of reputed make like Asian/Nerolac/ Burger.	
8	The rooms should be complete in all respect including required electrical fitting, wiring/cabling, including 6 nos. (4+2) tube lights and 3 nos. (2+1) 48" Fan of Bajaj/ Philips/ Crompton make, with ICDP & MCB.	
9	A electrical point and provision in one Window for installation of AC should be provided in the room.	
10	There should be a minimum gap beyond windows and gates to the side walls & floors.	
11	Small sliding window should be provided for transaction purpose between the staff and truck drivers etc.	
12	Ventilators with fixed glasses should be provided for dust proofing & providing light at the same time.	
13	All windows have to be of glass.	
14	Strong pelments should be provided with all windows and gates for protection from sun light etc.	

Annexure - G(i)

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

Rate Schedule / Price Bid (To be given in separate sealed cover)

Sub: **PRICE-BID FOR SUPPLY, INSTALLATION AND COMMISSIONING & TESTING OF PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE OF 100 MT WEIGHING CAPACITY, PLATFORM SIZE 16MX3M WITH EIGHT LOAD CELLS AT SANU LIMESTONE MINES (JAISALMER) AND IT'S AMC FOR FIVE YEARS ON TURN KEY BASIS.**

Model of offered weigh bridge _____

Sl.No.	Description	Price Offered / weighbridge	
		In figures (Rs.)	In Words (Rupees)
1	Basic Price (Ex your works) of weighbridge as per specification at Annex- F,i and terms & conditions mentioned in tender		
2	Excise Duty @___%		
3	CESS on ED @___%		
4	CST/VAT @----%		
5	Packing & Forwarding, Transportation, insurance and any other delivery Charges upto destination.		
6	Installation & commissioning charges of the weigh bridge at site.		
7	Service tax on Installation & commissioning charges at sr. No. 6, if applicable		
8	Related civil work charges of foundation, ramp etc. as per specification at Annex- F,i and terms & conditions mentioned in tender		
9	Service tax on civil work at sr. No.8 , if applicable		
10	Work contract tax on civil work at sr. No.8 , if applicable		
11	Any other duties/taxes		
12	Any other charges		
13	Total f.o.r. destination price		
14	Annual maintenance charge beyond the Guarantee / Warranty period (include all repair & spares of the weighbridges except load cells & Batteries) as terms & conditions mentioned in tender. Rate to be quoted in Rs. per year	For Ist year: Rs..... For IInd year: Rs..... For IIIrd year: Rs..... For IVth year: Rs..... For Vth year: Rs.....	
15	Price of Load Cell (30 MT capacity) suitable for offered weighbridge (Price in Rs. per no.) valid for two years after expiry of warrantee period.	Rs...../- (inclusive of all)	

Signature of Tenderer with Office Seal.

Place & date

Annexure - G(ii)

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

Rate Schedule / Price Bid (To be given in separate sealed cover)

Sub: **PRICE-BID FOR SUPPLY, INSTALLATION AND COMMISSIONING & TESTING OF PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE OF 100 MT WEIGHING CAPACITY, PLATFORM SIZE 16MX3M WITH EIGHT LOAD CELLS AT GIRAL LIGNITE MINES, (BARMER) AND IT'S AMC FOR FIVE YEARS ON TURN KEY BASIS.**

Model of offered weigh bridge _____

Sl.No.	Description	Price Offered / weighbridge	
		In figures (Rs.)	In Words (Rupees)
1	Basic Price (Ex your works) of weighbridge as per specification at Annex- F,ii and terms & conditions mentioned in tender		
2	Excise Duty @___%		
3	CESS on ED @___%		
4	CST/VAT @-----%		
5	Packing & Forwarding, Transportation, insurance and any other delivery Charges upto destination.		
6	Installation & commissioning charges of the weigh bridge at site.		
7	Service tax on Installation & commissioning charges at sr. No. 6, if applicable		
8	Related civil work charges of foundation, ramp, room, adjoining room, generator room, toilet etc as per specification at Annex- F,ii and terms & conditions mentioned in tender		
9	Service tax on civil work at sr. No.8 , if applicable		
10	Work contract tax on civil work at sr. No.8 , if applicable		
11	Any other duties/taxes		
12	Any other charges		
13	Total f.o.r. destination price		
14	Annual maintenance charge beyond the Guarantee / Warranty period (include all repair & spares of the weighbridges except load cells & Batteries) as terms & conditions mentioned in tender. Rate to be quoted in Rs. per year	For Ist year: Rs..... For IInd year: Rs..... For IIIrd year: Rs..... For IVth year: Rs..... For Vth year: Rs.....	
15	Price of Load Cell (30 MT capacity) suitable for offered weighbridge (Price in Rs. per no.) valid for two years after expiry of warrantee period	Rs...../-	(inclusive of all)

Signature of Tenderer with Office Seal**Place & Date:**

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except SBI) having its Branch office at Udaipur on non-judicial stamp paper of value equal to 0.1 % (zero point one percent) of the total Security Deposit amount.

B.G. _____

Dated _____

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, 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 equivalent to _____% of Contract value of Rs. _____.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC holder 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 of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder 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 holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract 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 contractor/supplier/RC holder 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 _____2015.

Annexure I : Compliance with the Code of Integrity and No Conflict of Interest

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

Any person participating in a procurement process shall –

- i) 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;
- ii) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) Not misuse any information shared between the procuring Entity and the Tenderers with an intent to gain unfair advantage in the procurement process;
- v) 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;
- vi) Not obstruct any investigation or audit of a procurement process;
- vii) Disclose conflict of interest, if any, and
- viii) 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 Tenderer 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 Tenderer 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 Tenderer, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Tenderer participates in more than one bid in a bidding process. Participation by a Tenderer in more than one bid will result in the disqualification of all bids in which the Tenderer is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Tenderer, in more than one bid; or
 - f) The Tenderer 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) Tenderer 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 II: Declaration by the Tenderer regarding qualifications

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

Declaration by the Tenderer

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

- a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) 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;
- d) 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;
- e) 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 tenderer
Name:
Designation:
Address:

Annexure III: Grievance Redressal during Procurement Process

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

The designation and address of the First Appellate Authority is: Mines Dept, GOR

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

a) Filing an appeal

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

Provided that after the declaration of a Tenderer as successful the appeal may be filed only by a Tenderer 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 Tenderer whose Technical Bid is found to be acceptable.

- b) 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.
- c) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Tenderer or prospective tenderer or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the tenderer or prospective tenderer 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 .

d) 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 Tenderers 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.

e) 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.

f) Fee for filing appeal

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

g) Procedure for disposal of appeal

- 2 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.
- 3 On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority , as the case may be, shall –
 - a) Hear all the parties to appeal present before him; and
 - b) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- 4 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.
- 5 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 :
 - ii)** Name of the appellant :
 - iii)** Official address, if any:
 - iv)** 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 IV : Additional Conditions of Contract

NIT No. RSMM/CO/MM/WB/NIT-04/2015-16

Dated 15.05.2015

- i) **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:
- a) 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;
 - b) 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
 - c) 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.
 - d) If the Tenderer 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.
- ii) **Procuring Entity's Right to Vary Quantities**
- a) 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.
 - b) 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 tenderer shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
 - c) 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 25% 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 tenderer.
- iii) **Dividing quantities among more than one tenderer 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 tenderer, 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 tenderer, 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 tenderer, whose bid is accepted and the second lowest tenderer or even more tenderers in that order, in a fair, transparent and equitable manner at the rates of the tenderer, whose bid is accepted.