



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office:

C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan) India
Ph.:+91-1410-2743734, 2743934
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CIN No.: U14109RJ1949SGC000505

Corporate Office:

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 63-67
Fax: +91-294-2428770, 2428739

e-mail: ngupta@rsmm.com,

website: www.rsmm.com

TENDER SCHEDULE

TO

NIT NO. RSMM/CO/MM/NIT-14/2015-16 DATED:
28.08.2015

**"FOR SUPPLY, INSTALLTION & COMMISSIONING OF PLC
AT OUR JHAMARKOTRA MINES, UDAIPUR"**

LAST DATE OF SUBMISSION OF TENDER: 29.09.2015 UP TO 6.00 PM

DATE OF CLARIFICATION TO BE : 14.09.2015 UP TO 3.00 PM

RECIEVED FOR PRE-BID MEETING

PRE BID MEETING : ON 17.09.2015 AT 11.00 AM

DUE DATE OF OPEINING : ON 30.09.2015 AT 3.30 PM

COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS.1145/-

(INCLUSIVE OF RVAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



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NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

DETAILED NOTICE INVITING TENDER

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

s.n.	Description	Qty. (Total)	Bid Security (in Rs.)	Due Date of opening
1	Supply, installation & commissioning of latest technology Allen Bradley/ Siemens/ L&T/ Schneider Electric/ ABB/ GE-Fanuc/Omron/ Mitsubishi/ Modicon/ Phoenix/Honeywell make PLC on turn key basis in place of existing M/s. Allen Bradley make (SLC 5/05 Processor+ AB 3/10 IOs) PLC at our LGO Crushing Plant, Jhamarkotra mines, Udaipur (Raj.)	1 (One)	40,000/-	30.09.2015 at 3.30 P.M.

PRE-QUALIFICATION CRITERIA :

The offers will be pre-qualified on the basis of the following criteria:

- i) Tenderer should be manufacturer or their authorized dealer/distributor/partner. In case of participation by dealer/distributor/partner on behalf of their manufacturer, the tenderer has to furnish authorisation/accreditation certificate of the manufacturer in their favour to participate against this tender on their behalf. Overall responsibility of execution of work & after sales services thereafter will remain with manufacturer. Authorised dealer/distributor/partner will also furnish a declaration from the manufacturer in this regard.
- ii) Copies of Purchase order and work completion certificate/performance certificate for atleast (1)one no. PLC installation/replacement work executed in PSU/Govt. Sector or Large Private Industries.

Tenderer has to furnish the requisite documents in support of above mentioned criteria. The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualifying requirement, documents furnished etc. The price bid of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only. The decision of the Company shall be final and binding in this regard.

The 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 on the above address up to 4.00 p.m. of 29.09.2015 on payment of non- refundable tender fee (including VAT) of Rs.1145/- (Rupees One thousand one hundred Forty Five only) by cash/Demand Draft /Pay -order in favour of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender document from our website www.rsmm.com or <http://sppp.rajasthan.gov.in> and furnish their offer along- with the tender document fee in a separate sealed envelop as describe as clause no. 2.1 of sec-I, failing which their offer will not be considered.

The tender shall be received by the Office of GM(MM) on or before 29.09.15 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 30.09.2015 at 3.30 p.m. in the presence of representative of participant tenderer(s), who may like to attend the opening. The prescribed Bid Security Deposit of Rs. 40,000/- (Rs. Forty Thousand Only) shall be payable by Demand Draft / Pay order in favor of RSMML payable at Udaipur alongwith part-I of tender, without which no offer will be considered . The envelop containing Bid Security along with tender document fee should be submitted in the manner at clause no. 2.1 of sec-I, failing which their offer will not be considered. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /e-mail/telegram are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/opening of tender, to modify the scope of work /technical specifications without assigning any reason(s) at its sole discretion. No claim whatsoever on these will be entertained or be admissible.

General Manager (MM)

Note: Tenderer(s) is advised to keep visiting our website till due date/extended due date of opening of tender for corrigendum/addendum, if any, to the tender.

The tender document consists of following:

Section – I	Instructions for preparation & submission of tender
Section II	Special conditions of contract (SCC)
Annexure – I	General Information about the tenderer
Annexure – II	Exception & Deviations
Annexure – III	Declaration for Registration under MSMED Act 2006
Annexure-IV	Check list to technical specifications
Annexure-IV,a	Details of total numbers of input/output modules
Annexure-IV,b	Details of existing system
Annexure-IV,c	Details of essential spare parts
Annexure-IV,d	SCADA specifications
Annexure-IV,e	Details of new panels
Annexure – V	Acceptance of payments through RTGS
Annexure – VI	Declaration that no condition is mentioned in the price bid.
Annexure – VII	Undertaking that tenderer has not been debarred/suspended by RSMML in past.
Annexure- A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Tenderer regarding Qualifications.
Annexure- C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure- D	Additional Conditions of Contract.
Annexure– VIII,a	Price Bid (Part – II) for supply, Installation & Commissioning of PLC
Annexure– VIII,b	Price Bid (Part – II) for supply of spare parts
	BG Format

SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

- 1.0 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).
- 2.0 Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below:
 - 2.1 **Sealed Envelop No. 1:** This envelop should contain DD/PO towards the 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 and DD/PO towards

requisite Bid Security as per provisions mentioned in the tender document. This sealed envelop should be subscribed **Tender Document Fee & Bid Security** of Tender No. (as mentioned above).

- 2.2 **Sealed Envelop No. 2 :** This envelop should contain Part –I Techno-Commercial BID alongwith all supporting documents (except the tender document fee, Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be superscribed Part – I of Tender No. (as mentioned above). There should be no indication of price in the Part- I of offer.
- 2.2.1 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 rejected as non responsive.
- 2.3 **Sealed Envelop No. 3 i.e. Part-II (PRICE BID) :** This envelop should contain only PRICE PART (separately for each item) as per provisions mentioned in the tender. The sealed envelop should be superscribed PART – II (Price Part) of Tender No. (as mentioned above).No condition should be stipulated in this part.
- 2.4 **Sealed Envelop No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on of 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 liable to be ignored.

3.0 DELIVERY OF TENDER:

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 working day upto/ at prescribed time.

- 3.1 **Late Tender:** The tenders received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.
- 3.2 RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
- 4.0 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. Offers through Fax/e-mail /telegram will not be considered at all.
- 5.0 Printed conditions on the back of letters originating from Tenderer will be ignored.

6.0 PRE-BID MEETING:

The pre bid meeting will be held on 17.09.2015 at 11.00 A.M. at RSMML, CO, Conference Hall, 4-Meera Marg, Udaipur to clarify the issues and/or doubts related to the tender. Tenderers are advised to send their queries/clarifications addressed to GM(MM), so as to reach him **at least 7**

days before the scheduled date of the pre bid meeting. Tenderers are also advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation well in advance.

Tenderers are advised to visit the site to understand the technicalities of scope of work.

7.0 EXCEPTIONS & DEVIATION: Tenderers are advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to put any deviation to tender conditions & if a tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-II and should be furnished alongwith part-I of the offer, without making any corrections on the body of the tender document at their risk. In the absence of same it, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

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

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

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

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

9.0 TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART – I (TECHNO COMMERCIAL OFFER):

- i. One copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender.
- ii. Demand Draft of Tender document fee, if the same is downloaded from the website as per clause no. 2.1 and Demand Draft of Bid Security Deposit in the manner specified in tender as per clause no. 14.0 (Section-I).
- iii. Duly filled, sealed & signed copy of annexure-IV Check-list as per specification mentioned therein alongwith the technical leaflets literature, parts catalogue of offered products.
- iv. Address & other details of offices from where after sales services will be rendered.
- v. Details of past experience as per annexure-VI & IV (a to e) alongwith related documents like copies of Purchase Orders and / or Performance Certificate/completion certificates.
- vi. Documentary proof in support of tenderer status.
- vii. In case of participation by authorised/accredited dealer/partner on behalf of their manufacturer, the dealer/distributor/partner has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf. However, overall

responsibility of execution of work & after sales services thereafter will remain with manufacturer. Authorised/accredited dealer/partner is to furnish a declaration from the manufacturer in this regard.

- viii. Declaration from OEM towards providing back-up engineering, maintenance and spare parts availability for a minimum of 10 years.
- ix. Duly filled Annexure I to VII and annexure- a,b,c,d alongwith part-I of tender document and (Price Bid) Part-II as annexure-VIII (a&b).
- x. Any other relevant document in support of terms & conditions of tender.

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

10.0 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 with respect to all factors circumstances and conditions likely to be incidental/encountered to the execution of the contract, as per the scope and conditions given herein.

11.0 AUTHORITY TO SIGN TENDER

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

12.0 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 at the opening of the tender at the place, time and date as specified in the schedule. In case the date of submission/opening of tenders happens to be a holiday, the tenders shall be submitted/opened on the next working day at prescribed time.

13.0 VALIDITY

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 6 months from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/amendment/modification the Bid Security deposited by the Tenderer, as per clause No. 14.0 (Section-I) hereof, 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 by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

14.0 BID SECURITY:

- a.) The tenderer shall deposit (interest free) a sum of Rs. 40,000/- (Rupees Forty Thousand only) for as Bid Security alongwith the tender by Demand Draft/PO. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite Bid Security Deposit will not be considered. Bid Security in any manner other than DD/PO will not be accepted.
- b) The tenderer is to furnish the Bid Security as per provisions at clause 2.1.

While opening of the tender, the envelop containing Bid Security will be opened first and in case the same is found as per tender requirement, then only the sealed envelop containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.

- c) **The bid security shall be forfeited in case of:**
- a) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer after at its own after due date & time of submission of tender.
 - b) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
 - c) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - d) If the tenderer does not submit the security deposit cum performance guarantee.
 - e) If the tenderer breaches any provisions of code of integrity prescribed for bidders as specified at Annexure-A.
- (d) The bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security against this tender, however, the bid Security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (f) Incase of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of bid security.
- (g) Bid security will be taken @25% of the total value of bid Security of tender incase of participation by SSI 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.

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

- a) not to accept any offer or reject any or all the offers.
- b) to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof & not to accept the lowest tender without assigning any reason.

- c) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- d) to modify the scope of work / technical specifications
- e) to reject any offer if the proposal is not found technical feasible in reference to tender.
- f) to accept/ not to accept any or all the tender/s based on technical requirement of RSMML.
- g) to increase/decrease the quantity
- h) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information /forged document along with offer or thereafter.

16.0 TERMINATION:

- a. In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.
- b. The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c. Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the supplier at their last notified address. In such an event the supplier shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

17.0 FORCE MAJEURE: At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

18.0 JURISDICTION: The contract is subject to the jurisdiction of courts of Udaipur in the state of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

General Manager (MM)

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit. I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Date & Place :

SECTION II : SPECIAL CONDITIONS OF TENDER:

1.0 SPECIFICATIONS:

The details of desired specifications & technical details of PLC are given at annexure-IV & IV(a to e).

The tenderer should specify the complete description, technical specifications, make etc in their proposal. Tenderer may visit our site for inspection and details of existing installation/system on any working day, if required.

2.0 QUANTITY:

One job on turn-key basis as per scope of work mentioned in tender document.

3.0 SCOPE OF SUPPLY:

- A. The details of desired specifications & technical details are given at annexure-IV (a to e). Tenderers are requested to give point wise confirmation of the same.
- B. To supply, install & commission the store by the supplier in accordance with the agreed specification, terms and conditions at the consignee's end.
- C. The supplier 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.
- D. 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.

4.0 QUALITY OF STORES & APPLICABLE WARRANTY:

- The tenderer shall be responsible for the manufacturing in respect of proper design, quality, workmanship, and operation of all equipment, accessories etc. supplied & installed by the tenderer for a period of 12 months onsite warranty from the date of taking over the store by the owner at site i.e. after Final Acceptance Test.
- It may be noted that during the defect liability / warranty period, tenderer will take complete responsibility for any defect observed in the system.
- OEM shall provide written guarantee that the back-up engineering, maintenance and spare parts shall be available for a minimum of 10 years.
- It shall be obligatory on the part of tenderer to modify and/or replace any hardware and modify the operating, application and diagnostic software free of cost, in case any malfunction is revealed even during online operation after taking over within the warranty period.
- The tenderer shall provide the total maintenance of system during warranty period including replacement of system / component at no extra cost.
- On any failure during the warranty period, service engineer shall report to the site within 24 hours, however, incase of not attending the site upto 48 hours of intimation of occurrence of failure, a compensation @ 1% per day of

purchase value of PLC will be payable by the tenderer. The maximum limit of the compensation will be upto 10%

- The tenderer shall warrant that the store supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- The store will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.
- In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be replaced by the supplier at site free of cost at the earliest but not later than 7 days of intimation of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

5.0 PRE-QUALIFICATION CRITERIA :

The offers will be pre-qualified on the basis of the following criteria:

- i) Tenderer should be manufacturer or their authorized dealer/distributor/partner. In case of participation by dealer/distributor/partner on behalf of their manufacturer, the tenderer has to furnish authorisation/accreditation certificate of the manufacturer in their favour to participate against this tender on their behalf. Overall responsibility of execution of work & after sales services thereafter will remain with manufacturer. Authorised dealer/distributor/partner will also furnish a declaration from the manufacturer in this regard.
- ii) Copies of Purchase order and work completion certificate/performance certificate for atleast (1)one no. PLC installation/replacement work executed in PSU/Govt. Sector or Large Private Industries.

Tenderer has to furnish the requisite documents in support of above mentioned criteria. The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualifying requirement, documents furnished etc. The price bid of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only. The decision of the Company shall be final and binding in this regard.

The 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.

6.0 WORK COMPLETION PERIOD/ DELIVERY PERIOD:

The tenderer is requested to offer minimum possible completion period for total scope of work for supply, installation & commissioning of PLC at site as per tendered specifications on turn-key basis.

7.0 DETERMINATION OF LOWEST BIDDER:

- a. The lowest tenderer shall be determined on the basis of offered total landed cost inclusive of all taxes, duties, transportation, insurance and any other delivery/installation charges upto destination for total scope of work including spare items as per Annexure-IV(c). The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt.(i.e. ITC on RVAT, Entry tax on inter state purchase of tendered item etc.) on supply of tendered store will be given while calculating the landed cost.
- b. In the event company accepts the lowest tendered rate, the offer of such tenderer will be accepted for issuance of purchase order.
- c. In the event the company does not find the lowest quoted rate, acceptable to it, then the tender may 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.

8.0 NEGOTIATIONS:

- a. Negotiation may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- b. 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.
- c. 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.

9.0 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 tenderer be entitled to any claim for compensation for re-scheduling of delivery period.

10.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee equal to 10 % of total value of the order by way

of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa from any Public Sector/HDFC/AXIS/ICICI (except SBI) bank having its branch at Udaipur, within 21 days from the date of LOA/PO. The Bank Guarantee (on non-judicial stamp paper of appropriate value) should be valid for a period of 6 months in excess of the contractual period.

- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the 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.
- iii) 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.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period are granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vi) 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.
- vii) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher or as revised/amended.
- viii) Bank Guarantee/S.D. should be send to the office of GM (MM).

11.0 INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the order.
- ii) Major objective of inspection is to get confidence that the System will work on site as foreseen during engineering activities; positive result of this test does not release tenderer from his responsibilities to provide a system completely working and to perform all the modifications which could be necessary to assure system correct working in the field. Inspection shall be organized by tenderer at their works. Tenderer shall assign qualified personnel during the inspection period to perform all kind of tests, visual inspection and operations on the system as desired by RSMML. Any tools required for testing shall be provided by tenderer. Any defects pointed out by RSMML shall be removed before sending the store to RSMML's site.
- iii) **FINAL ACCEPTANCE TEST:** RSMML will take over the system from the vendor **after the final acceptance test**, which is defined as successful uninterrupted operation of the complete Industrial Beneficiation Plant for four weeks for all units of the plant. Vendor's personnel shall be present during the test. Any malfunctioning of the system components shall be immediately replaced /Repaired as required. Once the system failure is

detected, the acceptance test shall all over again begin from the beginning. The warrantee period commences from the day RSMML takes over the system.

- iv) Final inspection shall be carried out at consignee's end. which will be final and binding to both the parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- v) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- vi) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

12.0 TRAINING:

Training for PLC system to our officials shall be conducted at RSMML site. The training shall be imparted by the manufacturer's experts in the respective fields. Training should be conducted free of cost. Comprehensive training manuals with clear illustration shall be provided by the tenderer.

13.0 PRICES :

- i) Price should be quoted as per Annexure- VIII (a & b) annexed hereto towards "Price Bid" for tendered items as per below details. The rates should be quoted in Indian Rupees in words and figures.
- ii) Tenderer is requested to furnish the details of proportions on the offered price on which service tax &/or CST/VAT is applicable (as the case may be). RSMML intends to procure the material on concessional rate of CST basis and will issue 'C' form to the party.
- iii) The prices quoted must be net per unit, and should be offered on f.o.r. destination basis including transportation, insurance & other delivery charges upto destination.
- 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 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.
- vi) The tenderer shall be entirely responsible for all taxes, duties and other such levies imposed outside the India, including all bank charges.
- vii) Entry Tax, if any, leviable by Govt. of Rajasthan will be borne and paid by RSMML.
- viii) Tenderer shall warrant that the prices being charged to the Rajasthan State Mines & Minerals Limited are not higher nor the terms taken as a whole less favorable than in respect to tenderer current sales.

14.0 PRICE VARIATION

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are directly reflected on tenderer's invoice will be considered for payment/recovery on production of documentary proof

provided that the variation take place within the scheduled delivery period.

- ii) Save and except as aforesaid, the supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

15.0 CONSIGNEE:

The Group General Manager ,
SBU-PC (Rock Phosphate)
M/s Rajasthan State Mines & Minerals Ltd,
JHAMARKOTRA 313 015
Via & Distt.– UDAIPUR

16.0 TERMS OF PAYMENT & PAYING AUTHORITY :

- i) 100% payment within 30 days from the complete execution and successful test and trials at site.

Incase RSMML do not allow shutdown of plant for implementation of PLC installation & commissioning work within 30 days of receipt of material at site, then, 60% value of material supplied will be released at the earliest and balance 40% of material value alongwith installation & commissioning charges will be released within 30 days of commissioning, successful test & trials of PLC at site.

- ii) Billing & Paying Authority: The bill in triplicate alongwith the supporting documents should be sent to office of GM (MM) for release of payment. Payment disbursing authority – FA, RSMML, Udaipur.
- iii) Payment will be made through RTGS only. All bank charges/commission shall be borne by the supplier.

17.0 COMPENSATION FOR DELAYED COMPLETION:

In the event the tenderer fails to supply, Install & commission the items in full/part within the stipulated period or the items are rejected;

Company shall be entitled at its option:

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

- c) to cancel the contract.

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

18.0 INDEMNIFICATION CLAUSE :

Except where arising from the negligence of RSMML or RSMML's employees, the supplier shall indemnify RSMML in respect of any costs or damages,

whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the supplier or suppliers personnel or by claims made against RSMML by third parties in respect thereof.

19.0 STATUTORY OBLIGATIONS:

The tenderer shall comply with all statutory obligations in line with all applicable Acts or any other laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract.

For Rajasthan State Mines & Minerals Ltd.

General Manager (MM)

I/We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide-by and adhere to the above terms and conditions fully.

Place & Date:

Signature of Tenderer with official stamps

GENERAL INFORMATION ABOUT THE TENDERER

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

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	Details of infrastructure facilities to meet the requirement.	
6.	Details of maintenance and after sales service support. Address & other details of offices from where after sales services will be rendered.	
7	Annual turnovers in rupees for last three years.	
8	Name & address of the banker	
9	TIN No.	
10	PAN No.	
11	Service tax reg. no.	
12	Are you exempted from paying , custom Duty/ excise Duty/Sales Tax.	
13	Providing declaration from OEM towards providing back-up engineering, maintenance and spare parts availability for a minimum of 10 years.	
14	Documentary proof in support of tenderer status. In case of participation by authorised/accredited dealer/partner on behalf of their manufacturer, the dealer/distributor/partner has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.	
15	Work completion period on over all basis for supply, installation & commissioning of PLC on turn key basis	
16	Any other important information related to the tender requirement.	

Signature and Seal of the Tenderer

Place & Date :

Exceptions and Deviations

(To be submitted with PART – I Technical Bid)

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

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

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

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

Signature of tenderer with official stamp

Date:

Place:

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Annexure - 'III'
Dated : 28.08.2015

(To be submitted with PART – I Technical Bid)

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

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(Yes/NO)
2. If yes, please furnish the declaration given below.
We (Name of Tenderer _____)
, hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium)Enterprises and having registration No _____ dated _____.
3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with official stamp

Date:
Place:

CHECK LIST TO SPECIFICATIONS

SCOPE OF TENDER: Supply, installation & commissioning of latest technology Allen Bradley/ Siemens/ L&T/ Schneider Electric/ ABB/ GE-Fanuc/Omron/ Mitsubishi/ Modicon/ Phoenix/Honeywell make PLC on turn key basis in place of existing M/s. Allen Bradley make (SLC 5/05 Processor+ AB 3/10 IOs) PLC at our LGO Crushing Plant, Jhamarkotra mines, Udaipur (Raj.)

Offered make out of above makes:

Model No.:

s.n.	Description	Agreed/ Deviation, if any
1.	<p>SCOPE OF WORK FOR PLC REPLACEMENT: The existing Allen Bradley make PLC system (SLC5/05 Processor + AB 3/10 IOs) installed at LGO crushing plant, Jhamarkotra Mines, Udaipur is required to be replaced by latest technology PLC/PAC system of “Allen Bradley or Siemens or L&T or Schneider or ABB or GE-Fanuc or Omron or Mitsubishi or Modicon or Phoenix or Honeywell” makes only. (Refer Annexure – IV(b) for existing system). The job includes removal, replacement of the existing PLC and all its associated hardware including panels. The scope of work shall comprise of the following but not limited to:</p>	
	<p>a. Vendor shall be responsible for complete supply, installation, testing & commissioning of equipments at specified locations in the plant, lay the interconnecting cables, check out, test and commission the system, wiring inside the panels etc. on turnkey basis. Manufacture / Supply of all hardware and software necessary to meet specified functional requirements including system configuration, system integration, and final acceptance of the system.</p>	
	<p>b. Existing Panels shall be used as junction box and new panel shall be placed as per instruction of engineer in charge. Details of new panel shall be as per annexure- IV(e) . Vendor has to replace all the existing hardware inside the panels e.g. MCBs, Terminal Blocks, Fuses, Relays, Switches, cables, all PLC Racks & modules, power supplies etc. Vendor shall supply, install & commission new hardware inside the panels. Vendor has to do all the wiring work along with proper termination and ferruling as per the requirement of the system.</p>	

	<p>c. PLC/PAC shall be programmed in Ladder Logic with proper descriptions of each input address, output address, PLC/PAC internal memory address, Important Rungs, Subroutines, Blocks, Data Blocks, Functions etc. as per the existing system and our requirement. The existing Logic schemes shall be made available by RSMML.</p>	
	<p>d. The system shall be supplied with PLC Programming Software, SCADA Software, programming Cable, Connectors & any tools and related accessories required for each of programmable devices in the system.</p>	
	<p>e. SCADA Software (1 WORKS / development License + 2 Runtime License) shall be installed & commissioned as per details provided by RSMML. SCADA software shall be of “Allen Bradley or Siemens or L&T or Schneider or ABB or GE-Fanuc or Omron or Mitsubishi or Modicon or Phoenix or Honeywell” makes only. The PLC/PAC processor supplied shall communicate with offered SCADA system. SCADA Specification shall be as per Annexure – IV(d).</p>	
	<p>f. 2 nos. PCs shall be provided to be installed at LGO control room. These computers shall be installed with offered 2 nos. Run Time SCADA software. Additional 1 no. SCADA WORKS edition shall be provided which will be installed in the PC provided by RSMML.</p> <p>PC with following configuration or higher shall be supplied:- Make: HP / DELL Processor: i7 RAM: 4 GB or above Hard Disk: 250 GB or above</p> <p>Operating System: Genuine Latest Operating System (Window-7 or Window – 8) supported by offered SCADA & PLC programming software</p> <p>Application Software: Genuine Microsoft Office 2007 or latest</p> <p>Antivirus: Antivirus with Internet Security valid for 1 year. (AVG / NORTON / KASPERSKY / QUICK HEAL)</p> <p>Monitor: LCD/TFT/LED type monitor with size 21” or above</p>	

	<p>g. Offered Processor shall be configured for simultaneous wireless Ethernet communication with 3 nos. Allen Bradley PLC SLC 5/05 (Ethernet/IP protocol) and wired Ethernet communication with 1 no. Allen Bradley PLC SLC 5/05. Required hardware / software shall be supplied, installed and commissioned e.g. protocol converter, configuration software, configuration data cable, cat-6 STP Ethernet cable, Antenna, Antenna Cable, Industrial Grade Wireless Access Point, Suitable size Cabinet (IP54 rating) etc. Data mapping details will be provided by RSMML. Data of these PLCs shall be displayed on SCADA offered by vendor. Details of existing SLC5/05 PLC are as below:-</p> <ul style="list-style-type: none"> i. 1 no. at stacker and 2 nos. at reclaimers of LGO crushing plant. ii. 1 no. at Main Process Plant of IBP. OFC communication is already available for communication between existing SLC5/05 PLC at LGO and SLC5/05 PLC at MPP PLC. 	
	<p>h. Existing earth pit shall be used. If the existing earth pit is not as per OEM standards the same shall be provided at location shown by RSMML including earth electrode / earthing cables etc. Vendor shall submit the details for the earth pit requirement as per OEM standards.</p>	
	<p>i. Supplier shall include involving qualified Engineers and Technicians for participation in engineering, installation, field testing and commissioning of the system.</p>	
	<p>j. Power supply and electrical requirement: Redundant 24 VDC (SMPS) Power supply shall be provided in each panel. 220 VAC Power supply from existing UPS will be made available by RSMML. Wherever 24VDC power supply is required the same shall be made available by using redundant power supplies with Diode O ring for each panel. MCBs and fuses with appropriate rating shall be provided by the supplier. Power supply provided shall have the following specifications:</p> <ul style="list-style-type: none"> i. Power supplies shall be redundant with $\pm 0.5V$ tolerance. ii. Each power supply shall be sized for 150% of load. 	
	<p>k. Vendor's responsibility at site shall include all activities necessary to be performed to complete the job:-</p> <ul style="list-style-type: none"> i. Checking for completeness of supplies. ii. Field cable identification before removal of cables. 	

	<ul style="list-style-type: none"> iii. Installation of the system including field cable termination in the system. iv. Loop Checking v. Check out of the equipment installation. vi. Identification of the field cables and Termination of the same. vii. Necessary wiring inside the panels is to be carried out including supply of cables. viii. Checking of interconnection, hardware and software configuration, overall system functioning. ix. Liaison with vendor's home office. x. Field test. xi. Commissioning and online debugging of the system. xii. Involvement during plant commissioning and performance of final acceptance test. xiii. Cable laying and identification of field cables. 	
2.	SPECIAL INSTRUCTIONS TO VENDOR:	
	a. Supplier should bear the cost on account of any damages occurred to the existing system / parts of RSMML during and while on commissioning.	
	b. Maximum LGO Crushing Plant shutdown shall not exceed 5 days on account of this PLC replacement work.	
	<p>c. Vendor to note that the "MDS / Connectwell / OMRON/ WAGO / ELMEX / PHOENIX / WEIDMULLER / Allen Bradley / Siemens / L&T / Schneider / ABB / GE-Fanuc / Omron / Mitsubishi / Modicon / Honeywell" makes of MCBs, Relays, TBs etc. only to be supplied and used in this project.</p> <p>Note: All inputs / output terminal blocks shall be fuse type with fuses of appropriate rating and LED indication.</p>	
	<p>d. Input - output considerations:</p> <ul style="list-style-type: none"> i. Total number of input/output required is given in Annexure – IV(a) ii. All Input/Outputs modules shall be compatible with PLC/PAC processor offered. iii. No. of channels in Digital Input & Output modules shall be 8 channels per module or more. iv. No. of channels in Analog Input modules shall be 4 channels per module or more & shall be with minimum resolution of 12 bit. v. No. of channels in Analog Output modules shall be 2 channels per module or more & shall be with minimum resolution of 12 bit. vi. Input & output details:- <ul style="list-style-type: none"> - Input / Output shall have LED status Indicators. 	

	<ul style="list-style-type: none"> - All Inputs / Outputs shall be provided with proper Isolation. If modules offered does not have inbuilt isolation then external isolator shall be provided. - All the Inputs / Outputs shall be electrically protected against reverse polarity / short circuit / earth etc. - Digital Input / Output signal should be 220 VAC. - Analog Input / Output signal modules should be user selectable between 4-20 mA / 0-10 VDC. - Digital Outputs should be 220 VAC to the coil of 220 VAC Din Rail mounted interposing Relays. The interposing Relays required should be supplied and installed. Relays shall be provided with base and LED indication. - Digital Input will be NO/NC potential free contacts from field devices. Interrogation voltage shall be 220VAC. - Some existing digital input / output modules are 24VDC type. Vendor shall consider supply of relay modules for isolation between field supplies and offered 220 VAC modules. 	
	<p>e. All the Equipments, MCBs, Switches, TBs, Wires, Cables, shall have proper identification marks. The Tagging and Identification philosophy must be discussed with engineer in charge of RSMML.</p>	
	<p>f. Specifications of PLC/PAC processor module (Allen Bradley / Siemens / L&T / Schneider / ABB / GE-Fanuc / Omron / Mitsubishi / Modicon / Phoenix / Honeywell makes only):</p> <ul style="list-style-type: none"> i. The PLC/PAC processor module shall have capability to implement all the control functions to implement existing logic scheme / logic diagram. ii. PLC/PAC shall have latest version of software, Firmware and Hardware. iii. Loading on PLC/PAC processor shall not be more than 60% after preparing all logics. iv. Minimum 128 KB internal memory integrated / inbuilt with the offered processor and shall be expandable through memory card. However more memory shall be supplied if required for the application. <p>[Note: Processor with integrated / inbuilt internal memory less than 128 KB will not be acceptable.]</p> <ul style="list-style-type: none"> v. PLC should be programmable through computer's Ethernet port / RS 232 Port. Necessary items e.g. Communication cable, Programming Software etc. required for this shall be provided. The communication between PC & PLC/PAC processor should be established and demonstrated. vi. PLC/PAC shall support programming languages 	

	<p>e.g. LADDER, FBD etc.</p> <p>vii. Ethernet Communication Protocol e.g. Ethernet/IP, TCP/IP, PROFINET, Modbus TCP/IP etc. shall be supported by the processor.</p> <p>viii. Offered system shall support Ethernet / Wireless Ethernet communication with Allen Bradley PLC SLC 5/05 (Ethernet/IP protocol) either directly or through use of external hardware e.g. protocol converter.</p> <p>Max. working Temperature: 55 deg C.</p>	
	<p>g. Following as built drawings shall be provided:-</p> <p>i. Detailed manuals for all software & hardware in the system.</p> <p>ii. Soft and hard copies (3 nos.) of system configuration diagram, Input / Output chart, Ladder Diagram, Panel Diagram, Panel wiring details, Cable Schedule with core no. details, Power supply diagram etc.</p>	
	<p>h. Following documents shall be submitted along with the offer as a minimum:-</p> <p>i. Catalogue for each equipment in the system covering technical specification, Cat. No., Part No., Model No., etc. System Configuration diagram & System description shall also be enclosed along with.</p> <p>ii. Tenderer should furnish written declaration from OEM that service support and supply of spare parts for the offered PLC system will be available for minimum 10 years.</p> <p>iii. Copies of Purchase order and work completion certificate / performance certificate for at least (1) one no. PLC installation/replacement work executed in PSU/Govt. Sector or Large Private Industries.</p>	
	<p>i. PLC remote input / output Panels i.e. Panel - 2 & Panel - 3 shall have extra empty slots to accommodate at least 4 extra modules in each panel for future expansion. These empty slots shall be covered with dummy modules.</p>	
	<p>j. Training for PLC shall be provided free of cost by the manufacturer's experts in the respective fields.</p>	
	<p>k. Vendor to consider Supply of all installation material including cable trays ,conduits, supports, base-channel frames, glands and other accessories as necessary.</p>	
	<p>l. If any other item is required for achieving full functionality, the supplier should indicate & provide the same & submit offer for the same also.</p>	
	<p>m. Before submitting the offer, vendor may visit the site and understand all the jobs in detail then to submit the offer. This will enable minimum deviation from the RSMML specification and easy of technical evaluation further.</p>	

3	FINAL ACCEPTANCE TEST:	
	RSMML will take over the system from the vendor after the final acceptance test , which is defined as successful uninterrupted operation of the complete LGO Crushing Plant for four weeks for all units of the plant. Vendor's personnel shall be present during the test. Any malfunctioning of the system components shall be immediately replaced /Repaired as required. Once the system failure is detected, the acceptance test shall all over again begin from the beginning. The warrantee period commences from the day RSMML takes over the system.	
4	WARRANTEE CONDITIONS:	
	i. The onsite warrantee of complete system shall be provided for period of 12 months. Vendor shall be responsible for the complete system in respect of proper design, quality, workmanship, and operation of all equipment, accessories etc. supplied by vendor for a period of 12 months from the date of taking over by the owner at site i.e. after Final Acceptance Test.	
	ii. It may be noted that during the defect liability / warranty period, vendor will take complete responsibility for any defect observed in the system.	
	iii. It shall be obligatory on the part of vendor to modify and/or replace any hardware and modify the operating, application and diagnostic software free of cost, in case any malfunction is revealed even during online operation after taking over within the warranty period.	
	iv. Vendor shall provide the total maintenance of system during warranty period including replacement of equipment / component at no extra cost. v. On any failure, Service Engineer shall report to the site within 24 hours.	
5	SCHEDULE OF IMPLEMENTATION:	
	i. Successful bidder shall submit a schedule of implementation i.e. vendor shall prepare a work plan and send a schedule with proper milestones e.g. Panel wiring, PLC racks & modules installation, daily work plan during plant shut down period etc. They shall clearly mention in their schedule that at which stage, they require plant shut down. They shall mention in their schedule daily work plan for plant shutdown period. Stipulated time given for the plant shut down is 5 days.	

	ii. Daily status report for the progress in work shall be submitted by vendor at the end of each day during plant shut down period.	
6	SPARE PARTS REQUIREMENT:	
	Spare parts required are mentioned at Annexure-IV(c) of tender. This requirement is presently envisaged based on existing system and our knowledge. However, if any additional hardware is installed with the system, 1 no. spare of each type shall be provided.	

Note: - RSMML reserves the right to involve and satisfy himself at each and every stage of installation & commissioning. They shall be free to request any specific test on equipment considered necessary by them.

Date & place

Signature of Tenderer with official stamps

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

Total Input / Output installed (Panel wise):-

S. No.	Description	Location	Digital Input	Digital Output	Analog Input	Analog Output
1.	CPU Panel	LGO Control room	0	0	0	0
2.	Panel-2 Rack-1	LGO MCC room	224	0	0	0
3.	Panel-2 Rack-2	LGO MCC room	240	0	0	0
4.	Panel-3 Rack-1	LGO MCC room	0	176	0	0
5.	Panel-3 Rack-2	LGO MCC room	48	16	48	4
TOTAL			512	192	48	4

Notes:-

1. The number of Input / Outputs Channels offered shall be as per above table.
2. Approx. 100 mtrs Communication cable may be considered. However vendor may visit at our site and quote accordingly.
3. Empty slots in the rack shall be filled by dummy modules.

Date & place

Signature of Tenderer with official stamps

Following minimum Spare Parts are required along with system:-

S. No.	Description	Spare Parts Qty.
1.	CPU Module	1 no.
2.	Digital Input	96 Channels
3.	Digital Output	32 channels
4.	Analog Input	8 Channels
5.	Analog Output	1 no. module for the module type offered
6.	PLC RACK	1 no. for each type
7.	RACK Power Supply	1 no. for each type
8.	24 VDC SMPS	1 no.
9	Diode O Ring	1 no.
10	PLC Communication Module	1 no. for each type
11	Hardware for Wi-Fi Communication e.g. Antenna, Wireless Access Point, Protocol Converter etc.	1 no. for each type
12	Interposing Relays	30 nos.

Note:

1. Separate modules shall be provided for above required spare parts. Spare channels in installed modules shall not be considered as spare part. Spare parts are items other than those installed with system.
2. If any items other than mentioned in above table are installed with the supplied system then 1 no. spare part for each shall be provided.

Date & place

Signature of Tenderer with official stamps

CHECK LIST SCADA system specifications:

Three numbers (3 nos.) of Licenses of SCADA software shall be provided. One WORKS edition required for SCADA development and two RUNTIME (Viewer) editions. All the three software licenses shall be able to run on three separate computers simultaneously.

s.n.	Description	Agreed/ Deviation, if any
1	<p><u>SCADA Software general details</u></p> <p>SCADA software shall be capable of working on latest version of Microsoft WINDOWS operating system (Window-7 or Window – 8). The Software shall be general-purpose, suitable for any SCADA project of RSMML, menu driven, user-friendly, GUI based and fully user configurable. It should have facility for application engineering with necessary tools and library modules, so that it can be easily customized. It should be possible to customize the software to specific need of mimic and tabular displays, representation of various equipment and devices. It should be possible to create new symbols and add to this library. The architecture of the software shall be modular and it should be possible to upgrade it to the newer versions of operating systems. The software shall give fast response to operator actions and system events. Software data logging functions should have flexible time and event based sampling from real time process database. All values should be registered with status/value and time stamp. The software may require up gradation/reconfiguration from time to time as per purchaser's modified requirements such as adding additional DI/DO/AI/AO points or addition of complete PLC. SCADA vendor shall provide all necessary run time utilities for successful running of the SCADA application. The utilities supplied by the Contractor along with operating system should be sufficient to independently execute the SCADA software without any problem.</p> <p>SCADA server should be configurable to provide for the monitoring and control of all points, loops, and systems through graphic display screens. Following features shall include as minimum:</p> <ol style="list-style-type: none"> a. Parameter Displays for signal control b. Control Loop Status Displays c. Real Time Data Value and Historical Data Trend Displays d. Event Displays, Alarm Displays and Log Reports e. Equipment Diagnostic Displays and Reports 	

	<ul style="list-style-type: none"> f. Support for ODBC, OLE, ActiveX, COM/DCOM, DDE and Advance DDE, C programming language, Visual Basic®, TCP/IP, OPC, XML, Windows Metafiles etc g. Support for wireless Ethernet architecture, Client / Server Architecture, Data Sharing h. Project Configuration Wizard i. Graphical User Interface/Status Monitoring j. Alarming, Data Logging, Data Trending & Report Generation k. Minimum 5000 Tags / Points supported l. Support for Latest Microsoft operating system e.g. Windows – 7 / Windows – 8 m. Connectivity with different PLC makes 	
2	<p>Viewers / Client system</p> <p>Viewer Systems should provide system users with easy access to plant floor data using the same graphical user interface as SCADA Servers. Viewers should be capable of Monitor, control and modify the data required for Plant operation.</p>	
3	<p>User Management, System security and access levels</p> <p>In supporting a client / server architecture, the product must be able to handle multiple users with different logons and security. The system should provide various security levels for access for different functions. In addition to above backup and recovery procedures shall also be well defined. SCADA purchaser shall be trained about the security threats and vulnerabilities involved.</p>	
4	<p>Acquisition of Signals, Data & Required Data Types</p> <p>The SCADA system shall be capable of acquiring Analog signals. The Analog data shall be time tagged. Software shall have capability for Analog value scaling, processing and conversion to engineering values, apart from limit settings of parameters. Software shall be fully configurable to analyze the analogue data received e.g. energy parameters, voltage, current and power factor in the form of displays (graphs as well as tabular), trends, alarms to operator in case of set limit violations and historical interpretations. There shall also be facility to transfer the data to spreadsheet applications like MS-Excel in .xml formats. The software shall support the acquisition of Digital Signals with time stamp.</p> <p>Facility for Manual input shall be provided for any alarms, equipment status including manually operated isolators, measurands and limit-settings, through keyboard. Details like device name, current value/status, scans status (on/off scan), override status and block status shall be displayed.</p>	

	Data Types such as Global, Floating point, Analog (Signed and Unsigned), Discrete, String, Arrays, Structures etc. shall be supported.	
5	<p>Real Time Data Value Display</p> <p>The system should support advanced ease-of-use configuration for Real Time Data Value Display. Software shall allow a user to select and display a table of points in a separate window without the need for configuring graphic screens. The user should be able to add points to this table by simply dragging and dropping them from the list of points configured in the system. The values of the points should update dynamically along with a time stamp that indicates when the value changed. In addition, points that meet their alarm criteria should be displayed in a different colour. Double clicking on a displayed point should bring up configuration information on the point including its description and alarm information. Points with Read/Write capabilities should be able to be set from this table.</p>	
6	<p>Project Configuration Wizard</p> <p>The monitoring and control system should have an integrated project configuration wizard that steps the user through the initial setup and configuration of the system. The wizard should allow the user to select the communication protocols that have been installed and then be capable of detecting Ethernet based PLC devices and OPC servers. Once these devices and servers are detected the user should be able to select the ones they wish to include in the project. The wizard should then allow the user to automatically configure points for a device based on a user specified memory range. The user interface for wizard should be HTML based to provide a simple and easy method for navigation through the configuration steps.</p>	
7	<p>Graphical User Interface/Status Monitoring</p> <p>The MMI screen developed on WINDOWS shall generally comprise of Title bar, Menu bar, tool bars, status bars etc for real time depiction & control of Plant. This interface shall provide for all interactions between the operator and the SCADA system. It shall also have features for alerting the operator with audio/visual supports on occurrence of critical alarms and events. Full graphic, colored displays of controlled Plant shall be provided by the software. The display shall include ON/OFF status of equipment, alarms, measurands etc.</p> <p>The Graphical User Interface should provide a set of tools for graphically representing process status. A graphic editor should be provided to enable creation of graphic screens to represent current process</p>	

information. For ease of use, the editor should include cut & paste as well as drag & drop support within a single window and among multiple windows and should include undo/redo support. The editing package should include a Wizard / Symbol / Object Library to permit the inclusion of pre developed or third party graphic objects. Objects on the graphics screens can be configured with animation features, causing them to change color and/or position. Objects should be dynamically scalable - both horizontally and vertically. The software should support the following dynamic attributes:

- Annunciation, movement, blink, rotation, and fill (uni-directional and bi-directional)
- Gradient fill
- Object border animation
- Object visibility
- Blink fill and blink rate
- Transfer tags for screen transfer or popup windows
- Procedure tags to invoke user defined scripts/programs
- Object and or application help screens
- Alarm information
- Trends charts
- Setpoint tags for point value changes
- Animated frames that can include other graphic objects
- Zoom to Best Fit, Resize Window to Zoom
- Manual and automated rubber band zoom
- Automatic font scaling when changing window sizes
- 1.5 Million Colors

Graphic objects should include:

- Imported metafile objects
- Embedded OLE, including ActiveX objects, sound, video, clip art, spreadsheets, etc.
- SPC charts
- Trend charts
- Historical Data displays
- Alarm displays
- Arcs
- Lines
- Circles
- Ellipses
- Lines
- Polylines
- Polygons
- Rectangles
- Text strings
- Buttons
- 3 Dimensional Piping creator.

	<p>Tag types should include:</p> <ul style="list-style-type: none"> - constant - downloads constants to a point - variable - allows operator input of desired value - ramp - downloads values in configured increments - slide - increment/decrement of point values - toggle - sets digital points to opposite state <p>Graphics screens should support a Visual Basic compliant scripting language. Data items and variables can be manipulated by the screen scripting to provide additional functionality in dynamically controlling screen characteristics. The graphical editor and viewer should be capable of being an ActiveX container. It should be capable of using ActiveX objects provided with the SCADA package or third party ActiveX controls supplied by others.</p> <p>The graphical user interface should support ActiveX "methods" to allow the user to interact with ActiveX control objects. Interaction may be through the association of a method to a button or object, which the operator initiates, or methods may be used by the Visual Basic compliant scripting language for advanced functionality and additional control of the ActiveX components. The graphical interface should have historical playback and review capabilities. Through a PVR type control interface, the user should be able to select a period of time and then replay the graphical screens and watch the process parameters change on the screen in replay mode. The graphical runtime should be able to optimize the display using anti-aliasing. The handling of graphic images should be such that they can be scaled without distortion.</p>	
8	<p>Alarming</p> <p>Alarms should be generated as per the configuration of the software i.e. whenever the state of the device is found to be in the abnormal condition or any measurand's set limit is violated. In the event of failure of equipment alarm should appear. The software system must support an Alarm Management module capable of alarm annunciation and routing capabilities. The alarm text associated with each alarm should be user configurable.</p> <p>Alarms are to be applied as follows:</p> <ul style="list-style-type: none"> - Digital Points - the alarm generating condition (0 or 1) should be selectable. - Analog Points - the alarm generating conditions should be evaluated based on alarm criteria selected: <p>Absolute - There should be two levels of high alarming, HI-2 and HI-1, and two levels of low alarming, LO-1 and LO-2. HI-1 and LO-1 are also known as warning alarms. For high alarming, an alarm should be</p>	

	<p>generated when the point value reaches or exceeds the value specified for HI-1 or HI-2. For low alarming, an alarm should be generated when the point value reaches or falls below the value specified for LO-1 or LO-2.</p> <p>Deviation - Alarm limits for deviation alarms should be given in positive values. The HI-2 and HI-1 alarms should be generated when the difference between the current point value and the Deviation Point value is positive and reaches or exceeds the specified limits. The LO-1 and LO-2 alarms should be generated when the difference between the current point value and the Deviation Point value is negative and the absolute value of the difference reaches or exceeds the specified limits.</p> <ul style="list-style-type: none"> - Rate of Change - Rate of Change alarms should be provided to detect either a faster or slower than expected change in the value of a point. - Duration - The Alarm Display should include total time in alarm state. <p>Alarms should be configurable to be filtered and asynchronously sent to users based on user role and scope of responsibilities. Alarms should be configurable with respective priorities, divided into classes, and color-coded for display. There should be user-defined logging criteria, user-defined acknowledgment and deletion criteria, user-specific textual messages and operator help text.</p> <p>The system should provide for an automatic routing of configured alarm messages as email, Mobile-SMS etc. The routing should be configurable.</p> <p>Alarm logging, Processing and displays:</p> <p>Alarms shall also get logged in Alarm and event list. Operator shall be able to request for display of the alarms in chronological order starting from any given time. Provision for sorting of Historic Alarms on various options such as station-wise, tag wise, and in chronological order should be supported. Alarm list should be printable on user's request. Page wise facility for alarm acknowledgement with a single click should also be provided in addition to one by one acknowledgement.</p> <p>The alarm list shall be of two kinds – current and historic. Current alarm list should contain minimum 400 entries. The list will be ordered chronologically. Acknowledgement status of an alarm shall also be indicated in the current alarm list. Historical alarms list shall consist of alarms for the last one month.</p>	
9	<p>Data Logging and Reports generation</p> <p>All alarms and events shall be logged by the system. Average values of selected analog parameters may also be stored. The duration of this logging should be</p>	

	<p>settable and Log data should be stored automatically with date (year, month and day) and time (hours and minutes) stamp in a file. The software should be capable of generating different types of reports.</p> <p>Data collected by the software system should be logged via ODBC into a relational database to support historical reporting and analysis. The system should support multiple SQL compatible databases and/or formats. Configurable logging of points, alarms, and events should be supported without forcing the application developer to understanding database internals. Custom application software must not be required to log data. Configuration of the logging characteristics of a point should automatically configure the database that should store the data. Point and alarm data is to be logged upon a "trigger" event. The following triggers for logging point and alarm data are required.</p> <p>Point Data Alarm Data</p> <ul style="list-style-type: none"> - At Time of Day On Generation - On Time Interval On Reset - On Point Update On Acknowledgment - On Event On Deletion - Gated Based on Logical - Expression <p>Point attributes, which should be available for logging, include</p> <ul style="list-style-type: none"> - Point Value - Previous Value - Raw Value - Alarm State - Resource - Time Last Logged - Engineering units 	
10	<p>Events display</p> <p>Events shall be logged for all commanded and un-commanded changes in equipment status, acknowledgement of alarms, limit violations of analog points, user login and markings done by operator from MMI. The event list shall also be of two kinds – current and historic, same as explained in alarms and similar options for sorting, displaying and printing of event reports shall also be available.</p>	
11	<p>Help functions</p> <p>Help and tutoring guide should be provided for all major functions in the MMI using the HELP option. The help sections will guide the operator for any specific help for carrying out certain tasks.</p>	
12	<p>Tabular displays, Current & Historical trends diagrams/graphs</p> <p>The trending module should be capable of supporting one or more embedded trends within the runtime graphics user interface. The software shall be capable of</p>	

	<p>providing tabular Display of data of a controlled station e.g. equipment status, alarms and measurands. The time versus value plot of measurands in a separate colour including the arithmetic values on the measurands such as multiplication shall be displayed in a trend diagram. The trending shall include both historical trending and dynamic trending of current data. The following types of trends should be supported:</p> <ul style="list-style-type: none">- Trends with Multiple Y Axes- Trends with Multiple X Axes- Trends with multiple time periods- Reference curves- XY Plots	
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Date & place

Signature of Tenderer with official stamps

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

Details of Racks and Panels.

Manufacturers of racks and panels shall be of Allen Bradley/ Siemens/ L&T/ Schneider Electric/ ABB/ GE-Fanuc/Omron/ Mitsubishi/ Modicon/ Phoenix/Rittal/Honeywell make or reputed make only ”.

All cabinet panels and racks shall be designed to avoid congestion for ease of maintenance. Panels shall be designed to take care of the following:

1. The entire spare core shall be terminated on the terminal blocks. No cable /core shall be left un-terminated in the panel.
2. Size of panel shall be **7' X 3'6" X 2'4"** (Height X Width X Depth).
3. Quality of the all panel and consoles shall be of highest quality as per good engineering practice and to the satisfaction of RSMML
4. Panels shall be provided with lighting ,Door switch, Lifting bolt, flush pull handle, fan and filters.
5. Panel shall have front and rear doors along with door locks and glass window on front door. Front door of panel shall be equipped with glass from the center to get clear view of Input/output cards status bits.
6. Panel sheet thickness : Min. 2mm thick CRCA
7. Channel base : CRCA
8. Terminal Blocks: Din Rail mounted
9. Protection Class shall be 'IP-54' or above

Date & place

Signature of Tenderer with official stamps

Annexure-V

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

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

Confirmation for Remittance of all payments through RTGS.

We confirm our acceptance for remittance of all our due payments by RSMML i.e. payment against bills, refund of Bid Security, refund of SD, etc. through RTGS (Real time gross settlement system) directly to our bank account. Our RTGS details are as under:

Sl.No.	Description	Tenderer's details
1	Name of Tenderer	
2	e-mail ID	
3	Bank Account No.	
4	Banker details: f) Name g) Branch No. h) Address	
5	Type of A/c : Saving / Current/CC/ any other	
6	IFSC code	

Signature of Tenderer with official stamp

Place:

Date:

Details of past experience

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

List of order(s) executed towards supply, installation & commissioning of PLC in PSU/Govt. Sector or large Pvt. Industries in Past:

S. No .	Name & Address of the Purchaser	Order No. & Date	Brief Description	No. of store supplied
01				
02				
03				
04				

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

Signature with Office Seal.

Place:

Date:

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

DECLARATION THAT NO CONDITION IS MENTIONED IN PRICE BID

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

Name of Tendere: _____

We hereby undertake that we have not mentioned any condition in the price bid.

We also undertake that we have not banned/suspended/blacklisted by RSMML in past.

SIGNATURE OF TENDERER WITH OFFICIAL STAMP

Place:

Date:

Annexure – VIII (a)

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

Price Part (Part-II) (To be submitted in separate sealed envelope)**Make:**

s.n.	Description of store	Basic Price per unit (Ex works)	Excise Duty	Service tax &/or VAT/ CST against for 'C' @.....	Any other duties/ taxes	P & F Charges	Transportation/ insurance and other delivery charges up to Destination	Other charges, if any	Total landed cost at consignee's end.
(A) For the portion on which sales tax is applicable.									
	Supply, installation & commissioning of PLC system agreed specifications, terms & conditions.								
(B) For the portion on which service tax is applicable.									
	Supply, installation & commissioning of PLC system agreed specifications, terms & conditions.								
Grand total (A + B)									

Note: If any particular item is not applicable, please write "Not Applicable".

Signature of Tenderer with official stamps

Place & Date:

Annexure – VIII (b)

NIT NO.RSMM/CO/MM/NIT-14/2015-16

Dated : 28.08.2015

Price Part (Part-II) (To be submitted in separate sealed envelope) for supply of spare parts**Make:**

s.n.	Description of store	Qty	Price Unit	Basic Price per unit (Ex works)	Excise Duty	VAT/ CST against for 'C' @.....	Transportation/ insurance and other delivery charges up to Destination	Total landed cost at consignee's end. Per unit	Total landed cost at consignee's end. For Total
A	B	C	D	E	F	G	H	I (E+F+G+H)	J (I X C)
1	CPU Module	1 no.	Rs./no.						
2	Digital Input	96 Channels	Rs./Channel						
3	Digital Output	32 channels	Rs./Channel						
4	Analog Input	8 Channels	Rs./Channel						
5	Analog Output	1 no. module for the module type offered	Rs./no.						

6	PLC RACK	1 no. for each type	Rs./no.						
7	RACK Power Supply	1 no. for each type	Rs./no.						
8	24 VDC SMPS	1 no.	Rs./no.						
9	Diode O Ring	1 no.	Rs./no.						
10	PLC Communication Module	1 no. for each type	Rs./no.						
11	Hardware for Wi-Fi Communication e.g. Antenna, Wireless Access Point, Protocol Converter etc.	1 no. for each type	Rs./no.						
12	Interposing Relays	30 nos.	Rs./no.						

Note: If any particular item is not applicable, please write "Not Applicable".

Signature of Tenderer with official stamps

Place & Date:

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

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.

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:

- i) Have controlling partners/shareholders in common; or
- ii) Receive or have received any direct or indirect subsidy from any of them; or
- iii) Have the same legal representative for purposes of the bid; or
- iv) 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
- v) 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
- vi) 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
- vii) 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 B : Declaration by the Tenderer regarding qualifications

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 C : Grievance Redressal during Procurement Process

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

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

1. Filing an appeal

If any 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.

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the 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 .

4. Appeal not to lie in certain cases

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

- i. Determination of need of procurement;
- ii. Provisions limiting participation of tenderers in the Bid process;
- iii. The decision of whether or not to enter into negotiations ;
- iv. Cancellation of a procurement process;
- v. Applicability of the provisions of confidentiality.

5. Form of Appeal

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

6. Fee for filing appeal

- 1.0 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.
- 2.0 The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

1. 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.
2. 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.
3. 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.
4. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM NO.1

(See rule 83)

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

Appeal No..... of

Before the(First /Second Appellate Authority)

- i)** Particulars of appellant :
 - A. Name of the appellant :
 - B. Official address, if any:
 - C. Residential address:
- ii)** Name and address of the respondent(s) :
 - (i)
 - (ii)
 - (iii)
- iii)** 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:
- iv)** If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
- v)** Number of affidavits and documents enclosed with the appeal :
- vi)** Ground of appeal
:.....
.....
.....
.....(Supported
by an affidavit)
- vii)** Prayer:.....
.....
.....

Place :

Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

a) 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.

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.

b) 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 tenderer 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.

c) 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.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT
(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.1% of total SD amount or Rs. 200/-, whichever is higher or as amended/revised)

B.G. _____

Dated _____

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

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

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

- i)** 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.
- ii)** We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of
- iii)** 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. _____.

iv) 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.

v) 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.

vi) We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

vii) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated

company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

- viii)** 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.
- ix)** We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- x)** 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.
- xi)** 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.