



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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Corporate Office:

4, Meera Marg,
Udaipur – 313 001
Ph.:-91-294-2428768,63-67
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CIN No.: U14109RJ1949SGC000505

e-mail: ngupta@rsmm.com,

website: www.rsmm.com

TENDER SCHEDULE

TO

**NIT NO. RSMM/CO/MM/NIT- 15/2015-16 DATED:
28.08.2015**

**"FOR SUPPLY, INSTALLATION &
COMMISSIONING OF VARIOUS CAPACITY VVVF
DRIVES WITH PANELS AT OUR JHAMARKOTRA
MINES, UDAIPUR"**

LAST DATE OF SUBMISSION OF TENDER : ON 22.09.2015 UP TO 6.00 PM

DUE DATE OF OPEINING : ON 23.09.2015 AT 3.30 PM

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

(INCLUSIVE OF RVAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



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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 partners/dealers for following:

s.n.	Description	Qty. (Total)	Bid Security (in Rs.)	Due Date of opening
1	Supply, installation, testing & commissioning of Allen Bradley/ Siemens/ L&T/ Schneider / ABB/ Danfoss or any other reputed make VVVF drives with panel completely, solid state with a pulse width modulated (PWM) output at our Industrial Beneficiation Plant, Jhamarkotra mines, Udaipur (Raj.). (75 KW - 2 Nos., 30 KW - 4 Nos., 15 KW - 4 Nos.)	10 nos.	44,000/-	23.09.2015 at 3.30 P.M.

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening on the basis of documents furnished alongwith Part –I of the offer in line with tender terms and/or the information gathered by the RSMML about the tenderer. 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 22.09.2015 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/
<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
22.09.2015 up to 6.00 p.m. and the part I (techno-commercial bid) of
tender will be opened on 23.09.2015 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. 44,000/- (Rs.
Forty Four 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/ confirmation of all terms & conditions of tender.
Annexure – III	Declaration for Registration under MSMED Act 2006
Annexure-IV	Check list to technical specifications
Annexure-IV,A	Check list to technical specifications (for drives)
Annexure-IV,B	Check list to technical specifications (for panels)
Annexure – V	RTGS details.
Annexure – VI	Declaration that no condition is mentioned in price bid & Undertaking that tenderer has not been debarred/suspended by RSMML in past.
Annexure – VII	B.G. format
Annexure– VIII,A	Price Bid (Part – II) for Supply, installation, & commissioning of 75 KW capacity VVVF drive
Annexure– VIII,B	Price Bid (Part – II) for Supply, installation, & commissioning of 30 KW capacity VVVF drive
Annexure– VIII,C	Price Bid (Part – II) for Supply, installation, & commissioning of 15 KW capacity VVVF drive
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.

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.
 - 4.0 RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
 - 5.0 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.

- 6.0** Printed conditions on the back of letters originating from Tenderer will be ignored.
- 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.** Documentary proof in support of tenderer status. In case of participation by authorised/accredited dealer/partner on behalf of their manufacturer, the dealer/distributor has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against the tender.
 - iii.** 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).
 - iv.** Technical leaflets of offered VVVF Drive.
 - v.** Address & other details of offices from where after sales services will be rendered.
 - vi.** Duly filled sealed & signed Annexures I to VII and annexe-A,B,C,D alongwith part-I of tender document and (Price Bid) Part-II as annex-VIII(a to c) for different capacity of drives with

panels.

- vii. 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 opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.

13.0 VALIDITY

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 months from the date of submission/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 of tender after due date & time of submission of offer, 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's calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

14.0 BID SECURITY:

- a.) The tenderer shall deposit (interest free) a sum of Rs. 44,000/- (Rupees Forty Four 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 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. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount

of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.

- (h) Except above, no bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

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) to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof.
- b) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- c) to modify the scope of work / technical specifications
- d) to reject any offer if the proposal is not found technically feasible as per requirement of tender.
- e) to accept/ not to accept any or all the tender/s based on technical requirement of RSMML.
- f) to increase/decrease the quantity
- g) 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.

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 drives & panels are given at Annexure-IV, IV-A & IV-B.

The tenderer should specify the complete description, technical specifications, make/model etc in their proposal. Tenderers are advised to visit our site to assess the technical requirement and details of existing installation/system of VVVF drives on any working day, if required.

2.0 QUANTITY:

Item wise details & quantities are mentioned at annexure-IV i.e. 75 KW - 2 Nos., 30 KW - 4 Nos., 15 KW - 4 Nos.

RSMML at its sole discretion may place the repeat order for 50% quantity of total tendered quantity on same rate & other terms & conditions.

3.0 SCOPE OF SUPPLY:

- A. To supply, install, testing & commission of Drives by the supplier in accordance with the agreed specification, terms and conditions at the consignee's end.
- B. 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.
- C. 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.
- D. Supplier shall provide three (or more) sets of as built engineering drawings as part of the final documentation package.
- E. Supplier shall provide one for each drive with panels(or more) copies of the VVVF drive system Operation and Maintenance Manual as part of the final documentation package.
- F. Supplier shall provide one (or more) copies of its list of recommended spare parts for each VVVF drive panel system as part of the final documentation package.

G. Supplier shall provide the services of a factory authorized start-up engineer. The start-up engineer shall also instruct our staff in the proper use of the VVVF drives with panels.

4.0 QUALITY OF STORES & APPLICABLE WARRANTY:

- i) The supplier shall guarantee/warranty for the satisfactory performance of the stores for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.
- ii) The tenderer shall warrant that the stores supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- iii) Tenderer should confirm 100% suitability and fitment of offered item to the parent equipment, without major fitment alteration and affecting the performance of the equipment.
- iv) 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/Drive will be replaced by the supplier at site free of cost within 2 days of intimation of warranty claims. Otherwise penalty @ 1% per day of purchase value of drive with panel will be payable by the tenderer. The maximum limit of the penalty will be 5% of individual drive value. 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. 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 TRAINING :

Training for offered drives & panel system to our executives (3 nos.) shall be conducted at RSMML/Tenderer's/OEM site. The training shall be imparted by the experts in the respective fields. Training should be conducted free of cost. Comprehensive training manuals with clear illustration shall be provided by the tenderer.

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, testing & commissioning of drives along with panels at site as per tendered specifications.

7.0 DETERMINATION OF LOWEST BIDDER:

- a. The lowest tenderer shall be determined on the basis of offered total landed cost separately for each type of items inclusive of all taxes, duties, transportation, insurance and any other delivery/installation charges upto destination. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt.(i.e. input tax credit on RVAT, Entry tax on inter State purchase of tendered items 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 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:

The inspection may be carried out at tenderer's/ OEM works/ consignee's end, which will be final and binding to both the parties. However, in case PDI at Tenderer's / OEM's Works, final inspection will be at our end.

In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost. The inspection/test reports shall in no way release the tenderer from any warranty or other obligations under this contract.

12.0 PRICES :

- i) Price should be quoted as per Annexure- VIII (a to c) (VIII-c for 75 KW capacity VVVF drive with panel, VIII-b for 30KW capacity VVVF drive with panel & VIII-c for 15 KW capacity VVVF drive with panel) 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) Tenderers are requested to offer the prices for each type of drives separately in Annexure- VIII (a), VIII (b), VIII (c), and furnish the each price-bid in separate sealed envelop for the respective items they have offered against the tender superseding the details.
- iii) 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).
- iv) 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.
- v) 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.
- vi) 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. In case of prices on CST basis, RSMML will provide 'C' form for concessional rate of CST.
- vii) The tenderer shall be entirely responsible for all taxes, duties and other such levies imposed outside the India, including all bank charges.
- viii) Entry Tax, if any, on inter State purchase of VVVF Drives leviable by Govt. of Rajasthan will be borne and paid by RSMML.
- ix) 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.

13.0 PRICE VARIATION

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are directly reflected on 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.

14.0 CONSIGNEE:

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

15.0 TERMS OF PAYMENT & PAYING AUTHORITY :

- i) 100% payment within 30 days of supply, installation, testing & commissioning of stores at site. However, in case installation of drive systems as per tendered specifications could not be made within this period due to reasons attributable to RSMML, 70% payment will be released and balance 30% payment will be released within 15 days of installation of stores.
- 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.

16.0 COMPENSATION FOR DELAYED COMPLETION:

In the event the tenderer fails to supply, Install & commission the items in full/part within the delivery date 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 undelivered items for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered items,

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.

17.0 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.

18.0 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:
official stamps

Signature of Tenderer with

Annexure – I

NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

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.	
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	Any other important information related to the tender requirement.	
14	Work completion period for supply, installation & commissioning of drives with panels as per tender conditions. a. For 75 KW VVVF Drive b. For 30 KW VVVF Drive c. For 15 KW VVVF Drive	a. b. c.

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-15/2015-16 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:

Annexure - 'III'

NIT NO.RSMM/CO/MM/NIT-15/2015-16 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:

Annexure - IV

NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

CHECK LIST TO SPECIFICATIONS

Required makes : Allen Bradley/ Siemens/ L&T/ Schneider / ABB/
Danfoss or any other reputed make

Manufacturer's Name:

Offered Make: i) 75 KW....., ii) 30 KW.....iii) 15 KW.....

Model No.: i) 75 KW....., ii) 30 KW.....iii) 15 KW.....

Sl. No.	Specification	Qty.	Agreed/ Deviation, if any
1.	Supply, Installation, Testing & Commissioning of 75 KW heavy duty Variable Voltage Variable Frequency (VVVF) Drive with panel completely, solid state with a pulse width modulated (PWM) output. The VVVF Drive shall employ Insulated Gate Bipolar Transistors (IGBTs) as the output-switching device with necessary input/output chokes. The complete VVVF drive & panel as per enclosed specification at Annexure IV-A & IV-B.	2 Nos.	
2.	Supply, Installation, Testing & Commissioning of 30 KW heavy duty Variable Voltage Variable Frequency (VVVF) Drive with panel completely, solid state with a pulse width modulated (PWM) output. The VVVF Drive shall employ Insulated Gate Bipolar Transistors (IGBTs) as the output-switching device with necessary input/output chokes. The complete VVVF drive & panel as per enclosed specification at Annexure IV-A & IV-B.	4 Nos.	
3.	Supply, Installation, Testing & Commissioning of 15 KW heavy duty Variable voltage Frequency (VVVF) Drive with panel completely, solid state with a pulse width modulated (PWM) output. The VVVF Drive shall employ Insulated Gate Bipolar Transistors (IGBTs) as the output-switching device with necessary input/output chokes. The complete VVVF drive & panel as per enclosed specification at Annexure IV-A & IV-B.	4 Nos.	

Date & place

Signature of Tenderer with official stamps

Annexure – IV, a

NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

CHECK LIST TO SPECIFICATIONS FOR VVVF DRIVES

Sl. No.	Specification	Agreed/ Deviation, if any
1	6 pulse AC Drive (VVF drive) with IGBT based PWM technology, heavy duty, constant torque, voltage range 380-480 volt, 3 phase, 50 hz, Ac plus 10% minus 15%, Vector control without sensor, V/F control, Rated Ambient operating temperature 50 degree C.	
2	Display/operative panel shall be provided with the drive for fault diagnostic, programming and monitoring.	
3	The drive should compulsorily be provided with necessary input & output chokes and shall be designed as per the requirement. VVVF Drive OEM will certify the chokes that it is suitable & work perfectly with their drive module.	
4	The supplier shall provide the necessary software & hardware for communicating the drive with Laptop/PC.	
5	Supplier will impart training to our executive (3 nos.) at RSMML/OEM/ Tenderer's 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 supplier.	
6	Supplier will provide 6 sets of as-built control drawings & manuals for the drives & panels with supplies.	
7	The bidder may visit the site to know the actual condition of operation of concerned drives/systems before submission of their bid.	
8	All technical details, specifications, diagrams, control circuit diagrams, panel wiring diagrams, certificates or any other related documents are to be submitted in original along with the required number of copies to the engineer-in-charge for approval before manufacturing and handed over to RSMML later after commissioning.	
9	The bidder will be solely responsible for any unsafe, illegal, unworthy, or, untoward incident which may occur during the whole job.	
10	All the tools & tackles required for installation, testing & commissioning of the subject system are to be provided by bidder.	
11	The supervision of the installation, testing & commissioning job is the sole responsibility of the	

	bidder; all their staff should have the statutory qualification and experience certificates.	
12	All the statutory & safety rules are to be strictly followed by the agency and by the personnel employed by them during the installation, testing & commissioning of the new VVVF systems. All the resources including manpower, tools & tackles etc. will have to be provided by the agency.	
13	Installation, testing & commissioning of the subject system is to be done by the agency at the site, within the existing space & other restrictions imposed by the actual conditions.	
14	Any unforeseen problem (s) which may arise while installing, testing & commissioning of the VVVF drive panel package, is (are) to be solved by the agency, free of cost.	
15	Any minor or major modification needed during erection, testing & commissioning of the subject system at the site, is to be carried out by the agency using their own resources.	
16	The bidder has to provide at least 10 year's support for supplying spares of the equipment.	
17	The supplier will depute engineer for Installation, testing & commissioning of the drives free of cost at plant. Supplier will also provide test certificate alongwith the supply.	

Date & place
official stamps

Signature of Tenderer with

Annexure – IV, b

NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

CHECK LIST TO SPECIFICATIONS FOR PANELS

Sl. No.	Specification	Agreed/ Deviation, if any
1	The panel should be dust & vermin proof confirming to IP54 protection.	
2	The panel shall be made of CRCA sheet steel with minimum 2 mm thickness for load bearing members and 1.6 mm thick for non load bearing members.	
3	It shall paint with light gray shade as per IS-5 and shall be epoxy based with minimum thickness of 50 microns.	
4	The components must be arranged with enough space between them so that there is easy accessibility for maintenance, replacing and for working on each component.	
5	The panel door shall have a window for the digital display so that the VVVF drive can be seen in the door closed condition also.	
6	Panel cooling fan of appropriate size and speed shall be mounted on the top side of the panel.	
7	Louvers shall also be provided in the panel.	
8	The power contactor must be appropriate size and AC4 duty.	
9	MCB's for control supply circuit etc.	
10	Separate colour terminal blocks for control, power & PLC terminal used.	
11	Auxiliary relays/contactors/over load relay etc. as required.	
12	The panel must be provided lamp inside (LED or CFL) & utility switch & socket.	
13	The electric drawing of the panel shall be prepared and approval must be taken prior to the panel installation.	
14	The panel shall be provided with necessary busbar arrangements and panel wiring carried as per approved drawing.	
15	Select specific operator devices as required. Keypad - The drive shall include a local operator interface. The operator interface shall include start/stop keys and speed increase/decrease keys. The operator interface shall also include LCD type read out for display important drive information such as motor speed, motor current, motor voltage, etc.	
16	Hand/Off/Automatic selector switch - Allows the operator to select where the drive Start/Stop commands and speed reference signal will come from. In "Hand" mode the VFD is operated using a local speed reference and local start and stop commands. In "Auto" mode the drive follows a remote speed reference signal (typically 4 to 20 mA) and responds to remote Run/Stop commands.	
17	Local/Remote selector switch - Allows the operator to select	

	where the VVVF drive start/stop command will come from. In "Local" mode, the command will come from local start/stop push buttons (typically the start/stop keys on the operator interface). In "Remote" mode the command will come from a remote source such as PLC.	
18	Auto/Manual selector switch - Allows the operator to select where the speed reference signal will come from. In "Auto" mode - the reference signal will come from a remote source (typically a 4-20 ma signal). In "manual" mode the reference will come from a local speed potentiometer or from the VVVF drive operator interface (keyboard).	
19	Speed potentiometer - Used when it desirable to adjust the VVVF drive speed using a potentiometer instead of the operator interface (keyboard).	
20	Additional push buttons and/or selector switches: provide the detailed description of each additional and operator device and its specific function.	
21	Analog indicators - The operator interface (keypad) can provide a digital read out of all important drive parameters. Analog indicators may be aided if desired.	
22	Input circuit breaker - The VVVF drive shall include a door interlocked input AC lines disconnected suitable MCCB. The circuit breaker shall have an asymmetrical short circuit interrupting capacity of amperes.	
23	Manual contactor Bypass: A manual contactor bypass assembly shall be provided to allow the ac motor to be operated off the VVVF drive (normal operating mode) or directly off the ac power line (bypass mode).	
24	The bypass assembly shall consist of two electrically and mechanically interlocked, UL rated contactors (a VVVF drive mode select contactor and a bypass mode select contactor). A common motor overload relay shall also be provided.	
25	Door mounted bypass operator devices shall include a 'power On" indicating light, a "VVVF drive mode" indicating light, a "Bypass mode" indicating light, and a "drive-off-Bypass" mode selector switch.	
26	When the "VVVF drive-off Bypass" selector switch is in the "VVVF drive mode", the VVVF drive mode select contactor closed and connects the output of the drive to the ac motor. The ac motor operates off the drive with its speed controlled by the drive. When the VVVF drive - Off-Bypass selector switch is in the off position, both mode selector contactors will be opened and the ac motor will be stopped. When the VVVF drive-off-bypass" selector switch is in the "bypass mode", the bypass mode select contactor closes and connects the ac motor directly to the ac power line. In bypass mode, the bypass mode select contactor and motor over load relay function as a full voltage, non-reversing ac motor starter. The ac motor operates directly off the ac power line with no speed control.	

27	A door interlocked main circuit breaker shall be provided to completely disconnect the bypass assembly (VVVF drive & AC motor starter) from the AC power line.	
28	A VVVF drive power supply disconnect MCCB shall also be provided to allow complete disconnection of the drive from the ac power line when operating in bypass mode. A contactor at the drive input is not preferred.	
29	The VVVF drive shall have a door mounted "Hand-Off-Auto" selector switch. In 'Hand mode" the drive will be operated manually using the local operator interface. Start and stop keys and speed increase/decrease keys on the operator interface (keypad) will control the drive. In "Off" mode, the drive will not run. In "Auto" mode, the drive will follow a remote speed reference signal (typically 4 to 20 mA) and respond to remote Run/stop commands.	
30	RS232/485 communication cards - Allows the VVVF drive to communicate with computers, PLCs and microprocessor based data collection systems. Available protocols include Modbus, Profibus, Ethernet, Devicenet and many others.	
31	Analog output signal conditioner card - Conditions the VVVF drive's 0 to 10 VDC output (typically used when a 4 to 20 mA output signal is required).	
32	Input/Output Expansion Card - Allows the drive to accept additional analog and digital input and output signals.	
33	Additional drive modification - Additional modification might include if necessary: a). Input or Output contactors - For positive disconnect of motor and drive. b). Output Reactors or output Filters take for granted as the motor output cables length is too long. c). Automatic Bypass - Automatic switch to Bypass on a VVVF drive fault. d). Special Logic and/or Operation. e). Special communications requirements.	

Date & place

Signature of Tenderer with official stamps

Annexure-V

NIT NO.RSMM/CO/MM/NIT-15/2015-16 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:

NIT NO.RSMM/CO/MM/NIT-15/2015-16 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 price bid.

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

SIGNATURE OF TENDERER WITH OFFICIAL STAMP

Place:

Date: NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

**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.

Annexure – VIII (A)

NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

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

Make: of 75 KW capacity VVVF drive

Model:.....

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	Installation & Commissioning charges.	Total landed cost at consignee's end.
(A) For the portion on which ED/CST/VAT is applicable.									
	Supply, Installation, Testing & commissioning of 75 KW VVVF drive alongwith panels as per annexure- IV-A & IV-B and agreed specifications, terms & conditions.								
(B) For the portion on which Service Tax is applicable.									
	Supply, Installation, Testing & commissioning of 75 KW VVVF drive alongwith panels as per annexure- IV-A & IV-B and 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-15/2015-16 Dated : 28.08.2015

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

Make: of 30 KW capacity VVVF drive

Model:.....

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	Installation & Commissioning charges.	Total landed cost at consignee's end.
(A) For the portion on which ED/CST/VAT is applicable.									
	Supply, Installation, Testing & commissioning of 30 KW VVVF drive alongwith panels as per annexure- IV-A & IV-B and agreed specifications, terms & conditions.								
(B) For the portion on which Service Tax is applicable.									
	Supply, Installation, Testing & commissioning of 30 KW VVVF drive alongwith panels as per annexure- IV-A & IV-B and 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 (C)

NIT NO.RSMM/CO/MM/NIT-15/2015-16 Dated : 28.08.2015

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

Make: of 15 KW capacity VVVF drive

Model:.....

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	Installation & Commissioning charges.	Total landed cost at consignee's end.
(A) For the portion on which ED/CST/VAT is applicable.									
	Supply, Installation, Testing & commissioning of 15 KW VVVF drive alongwith panels as per annexure- IV-A & IV-B and agreed specifications, terms & conditions.								
(B) For the portion on which Service Tax is applicable.									
	Supply, Installation, Testing & commissioning of 15 KW VVVF drive alongwith panels as per annexure- IV-A & IV-B and 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 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.

- i) A tenderer may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
- ii) Have controlling partners/shareholders in common; or
- iii) Receive or have received any direct or indirect subsidy from any of them; or
- iv) Have the same legal representative for purposes of the bid; or
- v) 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
- vi) 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
- vii) 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
- viii) 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

- 1.0 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.
- 2.0 On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority , as the case may be, shall –
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- 3.0 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.
- 4.0 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)

iv) Particulars of appellant :

H. Name of the appellant :

I. Official address, if any:

J. Residential address:

v) Name and address of the respondent(s) :

(i)

(ii)

(iii)

vi) 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:

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

viii) Number of affidavits and documents enclosed with the appeal :

ix) Ground of appeal

.....

.....

.....

.....(Supported

by an affidavit)

x) 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:

- 1.0 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;
- 2.0 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
- 3.0 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.
- 4.0 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

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.

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.

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.