



# **RAJASTHAN STATE MINES & MINERALS LIMITED**

**(A Government of Rajasthan Enterprises)**

**REGISTERED OFFICE:**

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

**CORPORATE OFFICE:**

4, Meera Marg,  
Udaipur – 313 001  
Ph.:+91-294-2428768,2428763-67  
Fax:+91-294-2428768

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

e-mail id: [naveengupta.rsmml@rajasthan.gov.in](mailto:naveengupta.rsmml@rajasthan.gov.in)

**PAN No : AAACR7857H**

**TIN No. 08693902289**

## **TENDER SCHEDULE**

**TO**

**NIT NO. RSMM/CO/MM/BATTERIES/NIT-18/2016-17**

**Dated 29.12.2016**

**“ FOR SUPPLY OF BATTERIES ON RC BASIS”**

**SUBMISSION TIME : UPTO 6.00 p.m. On  
17.01.2017**

**DUE FOR OPENING : 18.01.2017**

**OPENING TIME : 3.30 p.m.**

**TENDER FEE (NON REFUNDABLE ) Rs. 573/- ONLY  
(INCLUSIVE OF VAT)**



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e-mail id: [naveengupta.rsmml@rajasthan.gov.in](mailto:naveengupta.rsmml@rajasthan.gov.in)

**PAN No : AAACR7857H**

**TIN No. 08693902289**

Ref.: No. RSMM/CO/MM/BATTERIES/NIT-18/2016-17 Dated: 29.12.16

## NOTICE INVITING TENDER

Sealed tenders in two parts (Techno commercial Part & Price Part) are invited from the manufacturers/authorize dealers for entering into Rate Contract for a period of one year supply of following:

Description/Specification of store	BID Security (Rs)	Tender Fee. (Rs)	Due date & time of opening
Supply of Maintenance Free Batteries of different capacities as mentioned in the tender Make : Exide/ Amron / Std. Furukawa / Prestolite / Lucas	19,740/-	573/- Inclusive of VAT	18.01.2017 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, based on the documents furnished in line with the tender requirement and/ or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially acceptable tenderer will be opened on later date, which will be informed separately to the qualified tenderer only. The decision of the company in this regard shall be final and binding on both.

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, C.O., Udaipur on the above address **up to 3.00 p.m. Of 17.01.2017** on payment of non- refundable tender fee (including VAT) of Rs. 573/- (Five Hundred Seventy three Only) by cash/Demand Draft /Pay -order in favour of RSMML payable at Udaipur. Alternately interested tenderer(s) may directly download the tender document from our website [www.rsmm.com/](http://www.rsmm.com/) [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and furnish the tender fee in a separate envelop as per procedure given in tender document, failing which their offer will not be considered.

The tender shall be received by the Office of the undersigned on or **before 17.01.2017** up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened **on 18.01.2017 at 3.30** p.m. in presence of representatives of

participant tenderer, who may like to attend the opening. The prescribed interest free **Bid Security of Rs 19,740/-** shall be payable by Demand Draft / Pay order in favour of RSMML payable at Udaipur along-with part-I of tender, without which no offer will be considered. The envelop containing Bid security should also be furnished as per procedure given in tender document. RSMML will not be responsible for postal delay or misplacement of offers. Offers through fax /email/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, divide the quantity in more than one tenderer, accept/ not to accept offered items of the tender based on the requirement of the Company without assigning any reason(s) at its sole discretion.

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

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

**TENDER No. RSM/CO/MM/ BATTERIES/NIT- 18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RATE CONTRACT**  
**BASIS**  
**DUE FOR OPENING: 18.01.2017 AT 3.30 P.M.**

The tender documents consist of following:

Section – I	Instruction for preparation & submission of tender
Section- II	Special Conditions of Contract (SCC)
Annexure – I	General Profile of Tender.
Annexure - II	Undertaking towards Non Suspension/Non Banning
Annexure – III	Registration details under Micro, Small & Medium Enterprises Development Act. 2006.
Annexure – IV	Undertaking towards acceptance of all terms & conditions of tender and no condition is mentioned in price bid.
Annexure – V	Declaration by the tenderer towards their status
Annexure - VI	Exceptions and Deviations
Annexure – VII	Details of Taxes & duties offered in price bid.
Annexure - VIII	Check list to technical specifications
Annexure – IX	Format of BG towards S.D.
Annexure - X	Price bid
Annexure - A	Compliance with the Code of Integrity and No Conflict of Interest:
Annexure - B	Declaration by the Bidder regarding qualifications Declaration by the Bidder:
Annexure - C	Grievance Redresses during Procurement Process
Annexure - D	Additional Conditions of Contract

**SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER:**

- 1.0** Duly sealed & signed copy of complete tender document is to be furnished with Part-I of tender as a token of acceptance of its terms and conditions (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. Each Envelop should be superscribed tender no. as mentioned above.
  - i) **Sealed Envelop No. 1:** This envelop should contain DD/PO towards the tender document fee (in case the tender document has been downloaded from the websites) or the copy of cash receipt (in case the tender document has been purchased from the office of FA,CO) and DD/PO towards requisite bid security as per provisions mentioned in the tender document. This sealed envelop should be superscribed Tender Document Fee & Bid Security for tender No. ( as mentioned above).
  - ii) **Sealed Envelop No. 2:** This envelop should contain Part –I: Techno-Commercial BID along-with all supporting documents (except the tender document fees, Bid Security & Price Bid envelope) as asked in the tender document. This sealed envelope should be superscribed Part – I of tender No (as mentioned above).

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

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed 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 superscribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer may 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/omissions. 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 EXCEPTION & DEVIATION:** Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/ deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in **Annexure - VI** and furnished along-with part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers

should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

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

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

## **8.0 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

## **9.0 AUTHORITY TO SIGN TENDER**

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

## **10.0 OPENING OF TENDERS**

Tenders will be opened on the fixed date and time in the presence of tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule.

## **11.0 VALIDITY**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **Four months** from the date/extended date of opening of 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. 12.0 (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.

## 12.0 BID SECURITY :

- a) The tenderer shall deposit (interest free) prescribed Bid Security of Rs.19,740/- along-with the tender by Demand Draft/PO/Banker's cheque. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite Bid Security will not be considered. Bid Security in any manner other than DD/PO/BC will not be accepted.
- b) While opening of the tender, the envelope containing bid security will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered. However, tender opening committee may decide the opening of the bid (Part - I).
- 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 the last time & date for submission of tender and during the validity period.
  - b) If it is established that tenderer have submitted any wrong information/forged document along-with the tender or thereafter/ found indulge in unfair trade practices.
  - 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 promising provision of code of integrity prescribed for tenderer as detailed at Annexure -A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- (f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Bid Security.
- (g) Bid Security will be taken @25% of the total value of Bid Security of tender in case of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.

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

**13.0 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 of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS (except State bank of India) Bank having its Branch at Udaipur, within 21 days from the date of LOA/RC. The Bank Guarantee should be valid for contractual period + 6 months claim 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) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25 % (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable on the date of issue of BG.
- viii) S.D. should be sent to the office of GGM(, SBU-PC(RP), Jhamarkotra Mines, Udaipur .



#### **14.0 RSMML's RIGHT:**

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

- a) not to accept any offer or reject any or all the offers.
- b) to cancel the tender, postpone it for another date
- c) to divide the quantity into more than one tenderer.
- d) to increase/ decrease the quantity.
- e) to accept/reject offered products on technical ground.

#### **15.0 COMPENSATION FOR DELAYED COMPLETION:** In the event of the tenderer fail to deliver the stores as per agreed specifications in full/part within the delivery period, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores
- b) either to purchase from elsewhere, without notice to the tenderer 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 stores which are readily available with alternative source to meet the requirement irrespective of the fact whether these are similar or not.

#### **16.0 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/RC, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

#### **17.0 SUPPORTING DOCUMENTS:**

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

- i) DD/BC/PO or cash receipt towards tender document fee, as per 2.1.
- ii) Demand Draft/PO/BC towards bid security in the manner specified in tender as per clause no. 2.1 & 12.0.
- iii) Copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as token of acceptance of specification, terms & conditions of tender.

- iv) Copy of authorization certificate of the OEM in favour of tenderer.
- v) Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per Annexure III.
- vi) Duly filled, sealed & signed Annexure I to IX & A, B, C, D & E with part I of the tender & Annexure - X (Price bid) in separate sealed envelop.

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

#### **18.0 PRICE FALL CLAUSE:**

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

#### **19.0 NEGOTIATIONS:**

- i) Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

#### **20.0 TERMINATION:**

1. 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 tenderer of the liabilities accruing till the date of such termination.

2. The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
3. Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

**21.0 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 (hereinafter 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.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
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 CONTRACT (SCC)

### 2.1 SPECIFICATIONS:

Specifications for supply of genuine Batteries – Make Exide / Amron/ Std. Furukawa & Prestolite / Lucas etc., to our SBU & PC, Jhamarkotra Mines on RC basis as per details given below:-

S. No.	Description	Approximate Qty. in Nos
1	Maintenance Free Battery 12 Volt /27 Plates & capacity 200 Ah with following specification: Length x Width x Height: 521x278x270 mm Normal Filled Weight 50-60 Kgs. Approx. Charge Current : 14-15 Amp (approx), CCA at (-)18 degree cent.,IEC / SAI:910A(IEC)/1150A SAE. Acid Level Indicator or Charge Detection Eye: Must - suitable for BE 1000 Excavator / BD -355A3 Dozer/IDM 45D / IBG10 Drill Machine/BH85 Dumper / Motor Grader & Diesel Gen Set Note : Battery should confirm fitment guarantee on HEMM equipment as above without any modification / alternation	26
2	Maintenance Free Battery 12 Volt, 100 Ah suitable for Ancillary Equipment	2
3	Maintenance Free Battery 12 Volt, 135 Ah suitable for Ancillary Equipment	1
4	Maintenance Free Battery 12 Volt, 90 Ah suitable for Ancillary Equipment	1
5	Maintenance Free Battery 12 Volt, 75 Ah suitable for Electric Mines	5
6	Maintenance Free Battery 9 Volt suitable for Measuring Instruments	50
7	Maintenance Free Battery 12 Volt, 65 Ah suitable for Light Vehicles	6
8	Maintenance Free Battery 12 Volt, 75 Ah suitable for Light Vehicles	10
9	Maintenance Free Battery 12 Volt, 100 Ah suitable for Light Vehicles	6
10	Maintenance Free Battery 12 Volt, 180 Ah suitable for Light Vehicles	8
11	Maintenance Free Battery 12 Volt, 27 Plates 200 Ah suitable for IBP (Elect)	2
12	Lead Acid Maintenance Free Battery Bank 110 Volt, 100 AH's Completely (1x55 Nos.) Cells & each Cell Voltage – 02 Volt	1
13	Lead Acid Maintenance Free Battery Bank 24 Volt,	1

	25 AH's Completely (1x 20 Nos.) Cells & each Cell Voltage – 1.2 Volt	
14	Lead Acid Maintenance Free Battery Bank 24 Volt, 40 AH's Completely (1x20 Nos.) Cells & each Cell Voltage – 1.2 Volt	1

## 2.2 SCOPE OF SUPPLY:

The scope of supply shall be the delivery of Batteries by the supplier to our SBU & PC (RP), Jhamarkotra Mines, Udaipur in accordance with the agreed specifications, terms and conditions. The supplier shall be entirely responsible for the performance of the supply in all respects according to the intent and meaning of the specification data etc.

**2.3 PERIOD OF CONTRACT:** The Period of contract will be One year from the date of issue of LOA/RC, which can be extended for a period of three months on same rate, terms and conditions at the sole discretion of RSMML.

## 2.4 DELIVERY SCHEDULE :

Tenderer should state the earliest delivery period they can offer. The supply has to be made as per delivery schedule placed by the Consignee or his authorised Officer during the period of contract. However, delivery schedule will be informed by the consignee on as and when requirement basis at least 30 days in advance. RSMML does not give any quantum towards Annual/Monthly quantity of items against RC.

**2.5 DELIVERY BASIS:** Terms of delivery shall be on the basis of f.o.r. Destination i.e. SBU-PC (RP) Jhamarkotra Mines via & Distt. Udaipur

## 2.6 EVALUATION OF TENDER:

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

## **2.7 SCHEDULE OF RATES:**

- i) Tenderer is to offer most competitive rates giving maximum discount on the prevailing price list of OEM prices for supply of Batteries (as applicable on date of submission of tender), as per Annexure – X. Offered discount will remain firm and fixed during the period of contract and prices will be applicable as per the Price Lists / Circulars of OEM on the date of issue of delivery schedule by the consignee.
- ii) The details of Batteries given in price bid are only to determine economic bidder status. However, RC will be entered on the basis of prevailing price list.
- iii) Tenderers are requested to mention the rate of excise duty CST/ RVAT or any other charges extra; the same must be specifically stated. In the absence of any such stipulation it will be presumed that the price includes all such charges and no claim for the same will be entertained.
- iv) The prices should be offered strictly as per price bid format (Annex. X.) Tenderer is requested to submit duly sealed and signed blank copy of the price bid, in acceptance of the price bid format.
- v) Tenderer should not mention any conditions/deviation to the terms and conditions of tender in the price bid, if any same will be ignored.
- vi) **Our TIN (CST/RST) Registration No. is 08693902289**

## **2.8 PRICE VARIATION:**

Prices will be applicable as per price list of OEM prevailing at the time of order. Tenderer will submit authenticated Price List / Circular of OEM as and when changed, to the office of the consignee. Variation on account of changes in Taxes & Duties by the Government will be considered on production of documentary proof. No variation on any other grounds whatsoever shall be considered or be admissible.

**Escalation/de-escalation on Government Taxes & Duties:** The tenderer/bidder will indicate in his offer the applicable percentage of Taxes & duties at the time of opening of offer. In the event of any increase/decrease in the Taxes & duties by the Government within the delivery period, directly reflecting in the invoice, the difference of the same shall be passed on to the supplier/RSMML as the case may be. The subsequent increase shall be payable only on the production of authentic documentary proof by the Supplier.

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

## **2.9 DETERMINATION OF LOWEST BIDDER AND NEGOTIATIONS:**

1. For award of RC, best economic bidder will be determined. The tenderer who will offer the lowest landed cost at destination in maximum categories of items will be the best economic bidder. Similarly, the ranking to other tenderers will be given.
2. In case the best economic bidder offers the higher cost for any category(s) of items, then they will be required to match/rationalize their rate in accordance to the lowest rate offered by the other tenderer for such category.
3. In case the company intent to enter into parallel rate contract then negotiation will be held initially with the second best economy bidder by making a counter offer to him of the rate accepted by the company. In case of non acceptance of counter offer by him, the same counter may be made to the third best economy bidder and so on, in order of initial bidding. The bidder, who accepts the counter offer, will be inducted as an additional supplier.
4. In the event Company do not find the lowest quoted rate acceptable to it, then the tender may be scrapped and may be re-invited.

#### **2.10 INSPECTION:**

Inspection shall be carried out at consignee's end after receipt of the material at site. In case of rejection of any stores the same should be replaced, by the tenderer at its risk & cost, immediately within 30 days of intimation of rejection or within the specified delivery period. Tenderer will take rejected material back at its own risk, cost & transportation. The consignee is as under:-

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

#### **2.11 GUARANTEE/WARRANTEE :**

The Batteries supplied should be genuine items of manufacturer and will be guaranteed/warranted against any manufacturing defects /workmanship for a minimum period of one year. In the event of premature failure during the warranty/ guarantee period, tenderer will either replace / repair the same free of cost within one month from the date of information of premature failure. Similarly in the event of rejection of the material the same shall be replaced within one month of receipt of the rejection report.

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

- i) 100% payment within 30 days on receipt and acceptance of goods at Jhamarkotra Mines stores.
- ii) Billing & Paying Authority: The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority – The Payment disbursing authority is:

**Head of finance, SBU-PC (RP), RSMM Ltd. Jhamarkotra,  
Udaipur**

iii) Payment will be made through RTGS. All bank charges/commission, if any, shall be borne by the supplier.

**2.13 INDIAN / B. S. S. STANDARD :**

All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to B.S.S.

**2.14 PATENTS :**

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
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

Place  
Date:



**Annexure-I****TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS****GENERAL PROFILE OF TENDERER**  
**(to be enclosed with Part – I of the offer )**

1	Name & address of the tenderer with			
	Telephone No.,			
	Fax No.			
	e-mail address etc.			
	Mobile No.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of Owner/Partners/ Directors with full address.			
5	Name of the Manufacturer of Offered Products			
6	Status of Bidder i.e. Manufacturer/ Dealer/ re-seller/ Importer with supporting document			
7	Annual turnovers in rupees for last three years.	2015-16	2014-15	2013-14
8	PAN No.			
9	TIN No.			
10	Service Tax Registration no.			
11	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium )			
12	Banker details:  a) Name b) Branch No. c) Address			
13	Bank Account No.			
14	Type of A/c : Saving /			

	Current/CC/ any other	
16	IFSC code	
17	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.	
18	Any other important information related to the tender requirement.	
19	Offered Delivery period for supply of material from the date of issue of Schedule by RSMML	

Signature of tenderer with official stamp

Date  
Place:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

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

(To be submitted along-with part – I of the offer)

Name of the Tenderer: \_\_\_\_\_

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

Signature of Tenderer with official stamp

Place:

Date:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

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

(To be submitted with PART – I Technical Bid)

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_(Yes/NO)
2. If yes, please furnish the declaration given below.
3. We (Name of Tenderer \_\_\_\_\_), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum no. .... and under category of .....(Manufacturer/Service).
  - a) Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS**  
**OF TENDER AND NO CONDITION MENTIONED IN PRICE BID**  
**(to be enclosed with Part – I of the offer )**

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

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

Signature of tenderer with official stamp

Date:

Place:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

**DECLARATION BY TENDERER**

(to be enclosed with Part – I of the offer )

I/We declare that I am/ We are manufacturer / Dealer of the goods for which I / We have tendered.

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

Signature of tenderer with official stamp

Date:

Place:

**Annexure - 'VI'**

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

**EXCEPTION & DEVIATIONS**  
(to be enclosed with Part – I of the offer )

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

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

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

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

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

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

Signature of tenderer with official stamp

Date & Place:

**Annexure – VII**

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID  
(to be enclosed with Part – I of the offer )**

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

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CST	@.....%
RVAT	@.....%
Any other taxes/duties/levies - -----	@.....%
Details of Exemption on Duties & Taxes, if any.	.....

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

Signature of tenderer with official stamp

Date:

Place:

**Annexure –VIII**



**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

**Checklist to specifications**

Offered make :

Price List / Circular Reference of OEM & effective date :

S. No.	Description	Agreed	Deviation, if any,
1	Maintenance Free Battery 12 Volt /27 Plates & capacity 200 Ah with following specification: Length x Width x Height: 521x278x270 mm Normal Filled Weight 50-60 Kgs. Approx. Charge Current : 14-15 Amp (approx), CCA at (-)18 degree cent.,IEC / SAI:910A(IEC)/1150A SAE. Acid Level Indicator /or Charge Detection Eye: Must Note : Battery should confirm fitment guarantee on HEMM equipment as above without any modification / alternation suitable for BE 1000 Excavator / BD -355A3 Dozer/IDM 45D / IBG10 Drill Machine/BH85 Dumper / Motor Grader & Diesel Gen Set		
2	Maintenance Free Battery 12 Volt, 100 Ah suitable for Ancillary Equipment		
3	Maintenance Free Battery 12 Volt, 135 Ah suitable for Ancillary Equipment		
4	Maintenance Free Battery 12 Volt, 90 Ah suitable for Ancillary Equipment		
5	Maintenance Free Battery 12 Volt, 75 Ah suitable for Electric Mines		
6	Maintenance Free Battery 9 Volt suitable for Measuring Instruments		
7	Maintenance Free Battery 12 Volt, 65 Ah suitable for Light Vehicles		
8	Maintenance Free Battery 12 Volt, 75 Ah suitable for Light Vehicles		
9	Maintenance Free Battery 12 Volt, 100 Ah suitable for Light Vehicles		
10	Maintenance Free Battery 12 Volt, 180 Ah suitable for Light Vehicles		
11	Maintenance Free Battery 12 Volt, 27 Plates, 200 Ah suitable for IBP (Elect) Light Vehicles		

12	Lead Acid Maintenance Free Battery Bank 110 Volt, 100 AH's Completely (1x55 Nos.) Cells & each Cell Voltage – 02 Volt		
13	Lead Acid Maintenance Free Battery Bank 24 Volt, 25 AH's Completely (1x 20 Nos.) Cells & each Cell Voltage – 1.2 Volt		
14	Lead Acid Maintenance Free Battery Bank 24 Volt, 40 AH's Completely (1x20 Nos.) Cells & each Cell Voltage – 1.2 Volt		

Signature of Tenderer with official stamp

Place:

Date:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**  
**(To be submitted with PART – I Technical Bid)**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

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

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

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

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

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

1. We, \_\_\_\_\_(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person

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

3. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.
5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any

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

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

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

**Annexure -X**

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS  
PRICE BID OFFER**

( To be given in separate sealed cover )

Sl. No.	Description of item	Applicable price list / Circular reference of OEM effective from	Discount on the Price List /Circulars of OEM
1	Maintenance Free Battery 12 Volt/ 27 Plates, 200Ah (as per Item No.1 of Clause 2.1 )		
2.	Maintenance Free Battery 12 Volt, 100 Ah (as per Item No.2 of Clause 2.1)		
3.	Maintenance Free Battery 12 Volt, 135 Ah (as per Item No.3 of Clause 2.1)		
4.	Maintenance Free Battery Part No. 12 Volt, 90 Ah (as per Item No. 4 of Clause 2.1)		
5.	Maintenance Free Battery 12 Volt, 75 Ah (as per Item No.5 of Clause 2.1)		
6.	Maintenance Free Battery 9 Volts (as per Item No.6 of Clause 2.1)		
7.	Maintenance Free Battery 12 Volt, 65 Ah (as per Item No.7 of Clause 2.1)		
8.	Maintenance Free Battery 12 Volt, 75 Ah (as per Item No.8 of Clause 2.1)		
9.	Maintenance Free Battery Part No. 12 Volt, 100 Ah (as per Item No.9 of Clause 2.1)		
10.	Maintenance Free Battery 12 Volt, 180 Ah (as per Item No.10 of Clause 2.1)		
11.	Maintenance Free Battery 12 Volt, /27 Plates, 200 Ah (as per Item No.11 of Clause 2.1)		
12.	Lead Acid Maintenance Free Battery Bank 110 Volt, 100 AH's Completely (1x55 Nos.) Cells & each Cell Voltage – 02 V0lt. (as per Item No. 12 of Clause 2.1)		
13	Lead Acid Maintenance Free Battery Bank 24 Volt, 25 AH's Completely (1x 20 Nos.) Cells &		

	each Cell Voltage – 1.2 Volt (as per Item No. 13 of Clause 2.1)		
14	Lead Acid Maintenance Free Battery Bank 24 Volt, 40 AH's Completely (1x20 Nos.) Cells & each Cell Voltage – 1.2 Volt (as per Item No. 14 of Clause 2.1)		

Note:

1. No condition should be mentioned in the price bid.
2. Please attach copies of presently applicable Price List / Circulars of OEM of Batteries as above.
3. Offered discount will remain firm & fixed during the period of contract.
4. Prices will be applicable as per the Price Lists / Circulars of OEM applicable on the date of issue of delivery schedule released by the consignee.

Signature of Tenderer with official stamp

Place:

Date:

**Annexure -A**

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

(To be submitted with PART – I Technical Bid)

**Compliance with the Code of Integrity and No Conflict of Interest:**

Any person participating in a procurement process shall –

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

**Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a) Have controlling partners/shareholders in common; or
  - b) Receive or have received any direct or indirect subsidy from any of them; or
  - c) Have the same legal representative for purposes of the bid; or
  - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e) The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
  - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
  - g)** Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**  
**(To be submitted with PART – I Technical Bid)**  
**Declaration by the Bidder regarding qualifications Declaration**  
**by the Bidder:**

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

5. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
1. 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;
6. 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;
7. 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;
8. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

(To be submitted with PART – I Technical Bid)

**Grievance Redresses during Procurement Process**

The designation and address of the First Appellate Authority is Mines Department, Government of Rajasthan.

The designation and address of the Second Appellate Authority is Finance Department, Government of Rajasthan.

**Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 Bidder as successful the appeal may be filed only by a Bidder who has participated in the procurement proceedings:

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

- 1) 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.
- 2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be .
- 3) **Appeal not to lie in certain cases**  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - a) Determination of need of procurement;
  - b) Provisions limiting participation of Bidders in the Bid process;
  - c) The decision of whether or not to enter into negotiations ;
  - d) Cancellation of a procurement process;
  - e) Applicability of the provisions of confidentiality.
- 4) **Form of Appeal**
  - b) 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;
  - c) 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.

- d) 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.
  
- 5) **Fee for filing appeal**
  - a) Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b) The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
  
- 6) **Procedure for disposal of appeal**
  - a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –
    - (i) Hear all the parties to appeal present before him; and
    - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17  
DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**

**(See rule 83)**

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

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

**1.** Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any:

(iii) Residential address:

**2.** Name and address of the respondent(s) :

(i)

(ii)

(iii)

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

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

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

**6.** Ground of appeal

.....  
.....  
.....  
.....  
.....  
.....  
.....

.....(Supported by an affidavit)

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

Place & date

Appellant's signature:

**TENDER No. RSMM/CO/MM/ BATTERIES/NIT-18/2016-17**  
**DATED 29.12.2016 FOR SUPPLY OF BATTERIES ON RC BASIS**  
(To be submitted with PART – I Technical Bid)

**Annexure D : Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

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

i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.

ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

iii) In case of procurement of goods or services, additional quantity may be procured by extending the Rate Contract for a period of 3 months on the rates and conditions of the original Rate Contract. However, the additional quantity shall not be in proportion to the original Rate Contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited

bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.