



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

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TENDER SCHEDULE

TO

NIT NO. RSMM/CO/MM/NIT- 26 /2014-15 DATED: 21.03.2015

“FOR SUPPLY OF REPAIRING & MAINTENANCE (JOINING) LOW HEAT WELDING ELECTRODES

LAST DATE OF SUBMISSION OF TENDER : ON 15.04.2015 UP TO 6.00 PM

DUE DATE OF OPEINING : ON 16.04.2015 AT 3.30 PM

COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS.1140/-

(INCLUSIVE OF RVAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

4, Meera Marg, Udaipur - 313 001 (Rajasthan)

Phone: 2428768/2428763-67, Fax: 2423768/2428739/2428769

Web site: www.rsmm.com e-mail: ngupta@rsmm.com

NIT NO. RSMM/CO/MM/NIT -26/2014-15

Dated: 21.03.2015

DETAILED NOTICE INVITING TENDER

Sealed tenders (in two parts i.e. Techno Commercial Part & Price Part) are invited from Reputed & Established Manufacturer/authorised dealers / Bonafide dealers etc. as per Annexure VII for entering into Rate Contract for supply of Welding electrodes :

Description	Bid Security (Rs)	Cost of Tender Document (Rs.)	Due Date & time
Repairing & Maintenance (Joining) electrodes (Low Heat) based on characteristics as elaborated in annexure- VI	50000/-	1140/- including VAT	16.04.2015 at 3.30 PM

RSMML will judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening on the basis of documents furnished in line with tender terms, offered technical specification of electrodes vis-a-vis tender specifications and/or the information gathered by the RSMML about the tenderer. The price bid of only techno-commercially shortlisted Tenderer(s) will be opened on a later date, which will be informed to such Tenderer(s) only. The decision of the Company shall be final and binding in this regard. The company will not entertain any correspondence on this subject.

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, CO, Udaipur on the above address upto 15.04.2015 till 4.00 P.M. on payment of non-refundable tender fee of Rs.1140/- (Rupees One thousand one hundred forty only) inclusive of VAT by Cash/Demand Draft / Pay Order in favour of RSMML payable at Udaipur. Alternately interested tenderer(s) may directly download the tender document from our website www.rsmm.com and furnish their offer along- with the tender document fee (in a sealed envelop as prescribed at clause no. 1.2 of sec-I, failing which their offer will not be considered) on or before 15.04.2015 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 16.04.2015 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 of Rs. 50,000/- (Rupees Fifty thousand only) shall be payable by Demand Draft / Pay order in favour of RSMML payable at Udaipur

alongwith part-I of tender, **without which no offer will 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 increase / decrease the quantity, to divide the quantity into more than one tenderer, to enter into parallel rate contract , to accept/reject offered electrodes on technical ground without assigning any reason(s) at its sole discretion. No claim whatsoever on these will be entertained or be admissible.

(B.S.Gupta)
General Manager (MM)

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

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015 for Supply of Repairing & Maintenance (Joining) (Low Heat) Welding Electrodes.

DUE ON 16.04.2015 AT 3.30 PM

The tender documents consist of following:

Section - I	Instruction for preparation & submission of tender
Section -II	Special Terms & Conditions
Annexure-I	General profile of tenderer
Annexure – II	Declaration of non suspension/non banning
Annexure – III	Declaration towards MSMED Act
Annexure – IV	Acceptance of all terms & conditions.
Annexure – V	Details of taxes & duties.
Annexure – VI	Check list of specifications.
Annexure – VII	Declaration by tenderer
Annexure – VIII	Rate Schedule (Price-Bid)
Annexure - IX	Format of Bank Guarantee
Annexure- A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure- C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure- D	Additional Conditions of Contract.

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

- 1.0** 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).
- 1.2** Tender must be submitted in two parts i.e. Techno-Commercial Bid (Part – I) and Price Bid (Part –II). The tender should be packed in four sealed envelopes as elaborated below:
- i)** Sealed Envelop No. 1:- This envelop should contain DD/PO towards Tender document Fee & the Bid Security as per provisions mentioned in the tender document. This sealed envelop should be subscribed Tender document Fee & ‘Bid Security’ towards tender No.(as mentioned above).
 - ii)** Sealed Envelop No. 2 : This envelop should contain Part –I Techno-Commercial BID) as asked in the tender document. This sealed envelope should be superscribed Part – I towards tender No.(as mentioned above). There should be no indication of price in the Part- I of offer.
 - iii)** Sealed Envelop No. 3 i.e. Part-II (PRICE BID) : This envelop should contain only Price Bid as per provisions mentioned in the tender. The sealed

envelop should be superscribed PART – II (Price Bid) towards tender No.(as mentioned above). No condition should be stipulated in this part, in case, if any, will 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 super-scribed thereon tender No.(as mentioned above) and the details of above mentioned three envelop.
- v)** In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following Annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these Annexures alongwith Part – I of offer.

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

Annexure-B- Declaration by the Bidder regarding Qualifications.

Annexure-C- Grievance Redressal during Procurement Process and Form No.1.

Annexure-D- Additional Conditions of Contract.

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

1.3 DELIVERY OF TENDER:

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

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

1.5 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 will not be considered at all.

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

1.7 Exceptions & Deviation: Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document

and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in annexure - IV and furnished alongwith part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

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.

1.8 BEFORE SUBMITTING TENDER:

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

1.9 AUTHORITY TO SIGN TENDER:]

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

1.10 OPENING OF TENDERS

Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorised representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.

1.11 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days from the date of opening of tender within which period the tenderer shall have no right to withdrawn, amend or modify his offer. In case of withdrawal/amendment/ modification the bid security deposited by the Tenderer, as per clause No.1.12 hereof shall stand forfeited. This 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.

1.12 BID SECURITY :

- a) The tenderer shall deposit (interest free) a sum of **Rs 50,000/- (Rupees Fifty thousand only)** 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 will not be considered. Bid Security in any manner other than DD/PO will not be accepted.
- b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part-II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.
- c) **The BID SECURITY shall be forfeited in case of:**
 - i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
 - ii) If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.
 - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - iv) If the tenderer does not submit the security deposit cum performance guarantee.
 - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure -A.
- d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer 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.

1.13 COMPENSATION FOR DELAYED COMPLETION:

In case the supplier fail to deliver the stores in full/part within the delivery date or the stores are rejected, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed compensation @ $\frac{1}{2}$ % of the value of the undelivered stores, for each week or part thereof subject to a maximum of 5% of value of undelivered store.
 - b) to purchase from elsewhere , without notice to supplier at his risk and cost for full or undelivered part, as the case may be.
- OR
- c) to cancel the contract

In case of (b& c) Company will be empowered to purchase the stores which are readily available to meet his requirements, irrespective of the fact whether these are similar or not.

1.14 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

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

1.15 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, supplier will furnish to RSMML, Security Deposit cum Performance Guarantee of 5% of estimated value of contract by way of Demand Draft or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/ HDFC/AXIS Bank (except State Bank of India) having its branch at Udaipur within 21 days from the date of issue of LOA/RC as on appropriate stamp value.

The security cum performance guarantee should be valid for a period of 6 month in excess of the contract period.

- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactorily performance or non fulfillment of any of the conditions of the tender/ contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher.
- viii) Bank Guarantee/S.D. should be send to the office of GGM (SBU-PC),RP- Jhamarkotra.

1.16 TERMINATION :

- a) In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the supplier, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.

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

1.17 FORCE MAJEURE :

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

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
General Manager (MM)

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place
Date

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015 for Supply of Repairing & Maintenance (Joining) (Low Heat) Welding Electrodes.

Section II: SPECIAL CONDITIONS OF CONTRACT (SCC)

2.1 SPECIFICATIONS and QUANTITY:

Repair & Maintenance (Joining) electrodes (Low Heat) for various welding jobs i.e. repairing / maintaining earthmoving equipment and plant welding work, to join, rebuild and hard face the components etc at our Jhamarkotra Mines based on desirable characteristics as per annexure-VI.

Tenderers are requested to offer one type of most suited electrode for each type of welding application in the annexure and furnish the detailed technical specification, technical leaflet etc of each type of electrode offered.

On the basis of the technical details of the electrodes offered by the tenderer, the evaluation for selection will be made and offered prices of selected electrodes will be taken for further evaluation.

The approximate quantity of each type of electrodes is mentioned in Annexure - VI. The quantity mentioned herein above is tentative & indicative only. However, the supply of each type of electrodes will be taken as per actual requirement of RSMM on as and when required basis. The quantity may vary from the above indicative quantity and will be in phased manner during the currency of the contract. The supply is required at SBU-PC (RP), Jhamarkotra on f.o.r. destination basis.

2.2 Period of contract: One year from the date of issue of LOA/RC.

2.3 Scope of Supply:

- A.** The scope of supply shall be the delivery of stores by the tenderer, in accordance with the specifications, terms and conditions of the tender.
- B.** The tenderer shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, drawings 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 tenderer shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data etc. Any approval which the Company may have given in respect of the stores, materials or other particulars of the workmanship involved in the contract (whether with or without test carried out by the tenderer or Company) shall not bind the Company and notwithstanding any approval or acceptance given by the Company it shall be lawful for the Company to reject the material on arrival at site if it is found after inspection that the stores supplied by the tenderer are not in conformity with the contract in all respects.

2.4 SCHEDULE OF RATES:

- i) The price should be quoted strictly as per Price bid format enclosed at Annexure - VIII. The price bid should be given in separate sealed cover in a manner describe at clause no. 1.2(iii) of the tender document. No condition should be mentioned in the Price Part (Part – II).
- ii) The price offered should be on f.o.r. destination basis. Price must be inclusive of transportation, insurance & any other delivery charges upto destination. The quoted price will remain firm and fixed till complete execution of contract.
- iii) Tenderer should mention the rate of ED, CST/VAT or any other charges extra, the same must be specifically stated. RSMML shall intend to procure the material on concessional CST basis and will give 'C' form to the party. In the absence of any such stipulation it will be presumed that the offered prices in the Annexure X are inclusive of all such charges and no claim for the same will be entertained.
- iv) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full with date.
- 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) Tenderer shall warrant that neither the offered prices to us against this tender are higher nor the terms & conditions offered as a whole are less favourable than offered by them to any of their other customers in the pendency of the validity of tender.

2.5 DETERMINATION OF LOWEST BIDDER:

- a. The lowest tenderer shall be determined on the basis of total landed cost of the offered each Welding Electrode at our Jhamarkotra Mines & at our Lime Stone Mines inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/exempted/input credit on VAT/entry tax on inter-state purchases by State/Central Govt. which are applicable directly / indirectly on the supply/use of Electrodes. On similar basis L2, L3, L4,..... Tenderers will be determined.
- b. While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the manufacturing firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
- c. In case RSMML opt for entering into RC with more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effect, as above, i.e. input credit of VAT/ Entry Tax, on refusal by L2 tenderer, then to L3 tenderer & so on.

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

2.6 Variation on Government Taxes & Duties:

- i) The agreed 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 directly reflected on invoice will be considered on production of documentary proof provided that the variation take place within the scheduled delivery period.
- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

2.7 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

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

2.8 DELIVERY TERMS:

The Tenderer should state the earliest possible delivery period for supply of stores. The delivery of the stores is required on f.o.r. destination basis. RSMML will place delivery schedule for the electrodes during the RC period as & when required basis

2.9 CONSIGNEE: The Consignee is:

The Group General Manager, SBU – PC (RP)
or his authroised representative
Rajasthan State Mines & Minerals Ltd.,
Jhamarkotra Mines, District - Udaipur, Rajasthan,

2.10 INSPECTION: The inspection shall be carried out at consignee's end after receipt of the material at site, which will be final and binding to the supplier. The stores should be securely packed as per the standard packing of manufacturer. The Electrodes not conforming to the specifications or found damaged shall be rejected. Rejected electrodes would be replaced by the supplier, to meet specification requirements at their risk & cost.

2.11 QUALITY OF ELECTRODE & APPLICABLE WARRANTY: Tenderer will warrant that the supplied stores shall be free from all defects and faults in material, workmanship & manufacturing for a period of 6 months from the date of receipt. The electrodes to be supplied shall be of the highest grade.

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 alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority – The Payment disbursing authority is FA, RSMML Jhamarkotra Mines
- iii) Payment will be made through RTGS. All bank charges/commission, if any, shall be borne by the contractor.

2.13 PRICE FALL CLAUSE:

In the event of tenderer 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 tenderer must intimate RSMML as soon as they accept lower prices from any other company including PSU and Govt. Organisation.

2.14 SUPPORTING DOCUMENTS:

The Tenderer should furnish the following supporting documents alongwith Techno-Commercial offer:

- i. One complete set of tender document as issued duly filled, sealed & signed on each page by the tenderer as a token of acceptance of specification, terms & conditions of tender.
- ii. DD/PO towards tender document fee & Bid Security.
- iii. Technical leaflet/literature of the product offered in Annexure – VI
- iv. TIN No.
- v. IT PAN No.
- vi. Duly filled Annexure I to VII & IX and Annexure A to D alongwith part-I of offer & Annexure -VIII (price bid) in separate sealed envelop.
- vii. Any other supporting documents.

Note : Each & every document furnished by the tenderer should be signed and sealed by the authorised person.

2.15 RSMML RIGHTS: The Company reserves the right:

- i) to reject any or all the tenders received
- ii) to accept a tender either for the total number of items or part thereof
- iii) not to accept the lowest tender
- iv) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.

- v) to enter into parallel contract.
- vi) to judge the acceptability of electrodes based on technical details furnished by the tenderers.
- viii) to increase/decrease the quantity.
- viii) to enter into RC with more than one tenderer.

The decision of the Company any of above regard shall be final and binding on the tenderer and no claim shall be entertained in any respects.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
General Manager (MM)

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place
Date

Annexure-I

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015
(To be submitted alongwith part – I of the offer)

GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer with telephone No., Fax No. e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company (Enclose copy of document)			
4	Name of owner/partners Directors with full address.			
5	Annual manufacturing/selling capacity of offered Cartridges			
6	Annual turnovers in rupees for last three years.	2013-14	2012-13	2011-12
7	PAN No.			
8	TIN No.			
9	Service Tax Registration no.			
10	Entrepreneurs Memorandum no. as per MSME Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
11	Banker details: a) Name ,b) Branch No. c) Address			
12	Bank Account No.			
13	Type of A/c: Saving/Current/CC/any other			
14	IFSC Code			
15	Are you exempted from paying, custom Duty/excise Duty/Sales Tax, if yes give details			
16	Any other important information related to the tender requirement			
17	Offered delivery period for supply of material from the date of issue of schedule by RSMMML.			

Signature of tenderer with official stamp

Date & Place:

Annexure- II

NIT NO. RSMM/CO/MM/NIT-26 /2014-15 Dated: 21.03.2015

DECLARATION OF NON SUSPENSION/NON BANNING.

(To be submitted alongwith 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:

Annexure- III

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015

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

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

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

Signature of tenderer with official stamp

Date:
Place:

Annexure- IV

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

(To be submitted alongwith 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 discretions. No claim on this will be entertained.

Signature of tenderer with official stamp

Date:

Place:

Annexure- V

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID
(To be submitted alongwith part – I of the offer)

Name of Tenderer_____

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

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

Signature of tenderer with official stamp

Date:
Place:

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015
 For supply of Repairing & Maintenance (Joining) electrodes (LowHeat).

CHECK LIST TO SPECIFICATIONS
 (To be submitted alongwith part – I of the offer)

Name of Tenderer _____

Make of the product offered

Sl.No	Desirable characteristics & strength	Projected Annual Qty.	Agreed/ Deviation	Make & details of offered electrode
1	Low heat input. Should have suitable arc control coating and high alloy core to generate ionized arc for 'spray type transfer of weld metal. Should have excellent weldability. Should produce controlled grain structure for high strength , high toughness and ductility. Should be suitable for combinations of similar and dissimilar steels and joining steels of different thicknesses. Should suit to weld dies, tool springs & cushion layers, joining dissimilar steels, machinable build-up and overlays. Welds should have minimum tensile strength of 85 kg/mm ² .	40 kg		
2.	Low heat input. Should be able to weld all steels including heat-treatable types, difficult-to-weld types and those with unknown composition; nickel alloys and their dissimilar combinations. Deposits should be able to withstand stresses produced by thermal cycling or strains caused by weld shrinkage in massive sections. Should have excellent weldability. Welds should have toughness; resistance to corrosion, oxidation and thermal shocks. Tensile strength should be minimum 62 Kg/ mm ²	30 Kg.		

3	<p>Low heat input. Should be able to weld low alloy and high tensile steels. Should have excellent moisture resistance. Should be able to cope up with the problems of sulphur in steel and other alloys added to base metal to improve machinability. Electrodes should be able to purge these porosity causing elements and other hidden defects from the molten pool by arc action. Welds should have excellent impact resistance, ductility and high strength should be minimum 57 kg/ mm².</p>	350 Kg		
4	<p>Low heat input. Should be alloyed for anti-wear, joining, cladding and compression service. Should have excellent weldability with extra high deposit yield. Weld should be completely machinable with tungsten carbide tools. Welds should have excellent resistance to impact and scoring, high work hardening rate without deformation and fast deposition rate. Tensile strength should be minimum 60 kg/mm². Hardness as deposited should be 90-100 RB and work hardening 28-32 RC.</p>	200 Kg		
5	<p>Should have smooth deposition with lowest heat input. Should have precisely controlled weld chemistry, optimum ferrite content and high deposit ductility together to ensure complete freedom from cracking when joining dissimilar steels even under severe restraint. Should be all position. Tensile strength of welds should be minimum 58 kg/mm². And elongation 40-50 %.</p>	250 Kgs.		

6	<p>Suitable for building up and overlay on all ferrous and non-ferrous alloys except white metals. Should have excellent weldability. Should be suitable for building up broken or worn gear teeth, worn bearings, valve seats and pistons etc. Weld joints should have excellent toughness & corrosion resistance, low coefficient of friction and high strength, should be machinable and suitable for multi-passes. Minimum tensile strength of weld should be 60 kg/mm². Hardness 95 (work hardened) and bonding temperature 875°C.</p>	5 Kg		
7	<p>Low heat input. Should be able to weld all types of cast irons using even AC welding sets for in-situ welding. Welds should be free from porosity. Deposits should be dense with excellent machinability. Welds should have high tensile strength and high ductility. There should be no overheating or breakdown at rated current. Minimum tensile strength of weld joint should be 50 kg/mm².</p>	10 Kg		
8	<p>Low heat input. Should be able to weld heavy castings, long joints, repairing cracks, filling holes and building up missing sections of normal as well as heat treated aluminum. Weld metal should have rapid solidification, high strength, versatility in horizontal and vertical welding. Minimum tensile strength of welds should be 24 kg/mm².</p>	10 Kg		
9	<p>Brazing work of Gear teeth, shafts, bearing seats, sprockets, pump impeller, C.I. housing for all ferrous & non ferrous alloys, for thick & thin sections. Bonding temp 875°C Tensile strength : 60 Kg/mm² (85000psi)</p>	10 Kg		

10	<p>Low heat input. Should be able to weld low alloy & high tensile steels. Should have excellent moisture resistance. Should be able to cope up with problem of sulphur in steel. Weld should have excellent impact resistance, ductility, high strength Should be suitable for shovel frame & chassis of excavators, dumper frame, drill chassis, tower support & dozer blade etc. Tensile strength : 57 Kg/ mm² (min)</p>	200 Kg.		
11	<p>Low heat input Should be alloyed for anti wear for joining, cladding & compression services. Should have excellent weldability with deposit yield. Weld should be machinable. Weld should have resistance to impact & scoring, high work hardening rate without deformation. Should be suitable for base plates o of bucket assy. tooth adaptor & other critical applications of excavators, joining of plate on dump body.</p> <p>Tensile strength: 60 Kg/mm² (min) hardness: 90-100RB (as deposited) & work hardening 28-32 RC</p>	200 Kg.		
12	<p>Low heat input with smooth deposit. Optimum ferrite content & higher deposit ductility together to ensure complete freedom from cracking when joining dissimilar steels even under severe restraint. Should be able to weld in all position. Should be suitable for critical application like cracks in boom, arm & other critical positions in excavators etc.</p> <p>Tensile strength : 58 Kg/mm² (min) Elongation 40-45 %</p>	225 Kg.		
13	<p>Electrodes for joining/repairing Cast Iron parts e.g. gear box housing, motor foundations,</p>	20 Kg.		

<p>repair of worn-out casings of water pumps etc. The electrode should be suitable for welding/repairing of all grade/types of cast iron (non-machinable). It should be suitable for use for thin & thick sections & also suitable for joining cast iron to steel. Hardness: 45-50 HRC (10% tolerance on both plus and minus side)</p> <p>UTS: 30-35 (10% tolerance on both plus and minus side)</p>			
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NB:All the standard sizes of above consumables are required to take care of job requirements e.g. 2.5mm, 3.15mm, 4mm & 5mm.

Signature of Tenderer with official stamps

Place & Date.

Annexure – VII

NIT NO. RSMM/CO/MM/NIT-26/2014-15 Dated: 21.03.2015

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

DECLARATION BY TENDERER

I/We declare that I am/ We are bonafide/manufacturer/Whole Sellers/ Sole distributor/Authorised dealer/dealers/ Sole selling/ Marketing agent in the goods/stores/equipments for which I/We have tendered.

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

Signature of tenderer with official stamp

Date:

Place:

7	Electrode as per specifications at Sl.No. 7 of Annexure – VI								
8	Electrode as per specifications at Sl.No. 8 of Annexure – VI								
9	Electrode as per specifications at Sl.No. 9 of Annexure – VI								
10	Electrode as per specifications at Sl.No. 10 of Annexure – VI								
11	Electrode as per specifications at Sl.No. 11 of Annexure – VI								
12	Electrode as per specifications at Sl.No. 12 of Annexure – VI								
13	Electrode as per specifications at Sl.No. 13 of Annexure – VI								

Signature of Tenderer with official stamps

Place ;
Date :

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 0.1 % (zero point one percent) of the total Security Deposit Amount or of Rs.200, whichever is higher.

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.

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.

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. _____.

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.

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.

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

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.

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.

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

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.

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

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

- 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.

Annexure B : Declaration by the Bidder regarding qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of
.....in response to their Notice Inviting Bids

No..... datedI/we hereby declare under Section 7 of Rajasthan
Transparency in Public Procurement Act 2012, that :

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;
2. 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;
3. 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;
4. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

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

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

1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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.

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

4) Appeal not to lie in certain cases

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

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

5) Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;
- b) Every appeal shall be accompanied by an order appealed against, if any , affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6) Fee for filing appeal

- 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.

7) Procedure for disposal of appeal

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

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)

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

6. Ground of appeal :.....
.....
.....
.....(Supported by an affidavit)

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

Place :

Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- 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 placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the 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.