

(A Government of Rajasthan Enterprise)

 Registered Office:

 C89-90, Lal Kothi Scheme, Janpath

 Jaipur (Rajasthan)India

 Ph.:+91-1410-2743734. 2743934

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 CIN No.: U14109RJ1949SGC000505

<u>Corporate Office:</u> 4, Meera Marg, Udaipur – 313 001 Ph.:-91-294-2428768,63-67 Fax:+91-294-2428770, 2428739 e-mail: <u>ngupta@rsmm.com</u>, website: <u>www.rsmm.com</u>

TENDER SCHEDULE

ТО

NIT NO. RSMM/CO/MM/NIT-26/2015-16 DATED: 18.11.2015

"FOR SUPPLY, INSTALLATION & COMMISSIONING OF SURVEILLANCE SYSTEM" AT CORPORATE OFFICE, RSMML, UDAIPUR.

LAST DATE OF SUBMISSION OF TENDER:ON 03.12.2015 UP TO 6.00 p.m.

DUE DATE OF OPEINING OF PART-I OF TENDER: ON 04.12.2015 AT 3.30 p.m.

COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS. 229/-

(INCLUSIVE OF RVAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



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Registered Office C89-90, Lal Kothi Scheme, Janpath Jaipur (Rajasthan)India Ph.:+91-141-2743734. 2743934 Fax: +91-141-2743735 **CIN No.: U14109RJ1949SGC000505** Corporate Office 4, Meera Marg, Udaipur – 313 001 Ph.:-91-294-2428768,2428763-67 Fax:+91-294-2428768,2428770,2428739 e-mail <u>ngupta@rsmm.com</u>, website: <u>www.rsmm.com</u>

Ref: NIT NO. RSMM/CO/MM/NIT -26/2015-16

Dated: 18.11.2015

DETAILED NOTICE INVITING TENDER

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

Description	BID SECURITY (Rs.)	Due date of opening
Supply, Installation & Commissioning of Surveillance System (Preferred makes Hikvision/ Sony /Samsung / Logitech/ Bosch/ Honeywell/ LG/ Panasonic/ Zicom/Vantage/CP Plus/ Hifocus brands) at inside & outside of our Corporate Office building, Udaipur, as per details given at Annexure-VI.	3350/-	04.12.2015 at 3.30 pm

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 qualified tenderers will be opened on later date, which will be informed separately to the qualified tenderers only. The decision of the company in this regard shall be final and binding on both.

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 on the above address on or before 03.12.2015 up to 4.00 p.m. on payment of non-refundable tender document fee of Rs. 229/- (Rupees Two hundred & twenty nine only), inclusive of VAT by Cash/Demand Draft / Pay Order/ Bankers Cheque in favour of RSMML payable at Udaipur. Alternatively

interested tenderer(s) may directly down load the tender document from our website www.rsmm.com/www.sppp.rajasthan.gov.in and furnish their offer as per the terms & conditions provided therein with tender document fee in a separate sealed envelope as per clause No.2.1 super scribing tender no. & tender document fee & Bid Security, failing which their offer will not be considered.

The tender shall be received by the Office of the undersigned on or before 03.12.2015 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 04.12.2015 at 3.30 p.m. in the presence of representative of participant tenderers, who may like to attend the opening. The prescribed Bid Security of Rs. 3350/- shall be payable by Demand Draft / Pay Order/ Bankers Cheque in favour of RSMML payable at Udaipur alongwith part-I of tender, as per clause No.2.1. Offer **without Bid Security may not be considered**. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /email and not in a manner specified in the document 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 at any time, to accept/ reject offered products/ solutions based on Technical requirement of Company without assigning any reason(s) at its sole discretion.

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

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

FOR SURVEILLANCE SYSTEM INSIDE AND OUTSIDE AT CORPORATE OFFICE ON TURN KEY BASIS

General Instruction for preparation & submission of tender.						
Gene						
Annexure- I	Annexure- I General profile of tenderer.					
Annexure- II	Undertaking towards non suspension/non- banning.					
Annexure- III	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.					
Annexure- IV	Undertaking towards acceptance of all terms & conditions of tender & no condition mentioned in Price Bid					
Annexure- V	Details of taxes & duties offered in price bid					
Annexure- VI	Check list to technical specifications.					
Annexure-VII	Price bid.					
Annexure-VIII	B.G. Format.					
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.					

The tender document consists of following:

SEC-I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER AND GENERAL TERMS & CONDITIONS:

- **1.0** Sealed & signed copy of tender document should be enclosed with the offer as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- **2.0** Tender must be submitted in two parts i.e. Techno-Commercial Bid (Part I) and Price Bid (Part II). The tender should be packed in four sealed envelopes as elaborated below:
- **2.1** Sealed Envelop No.1:- This envelop should contain DD/PO/BC towards the requisite Tender document fee and 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).

- **2.2** 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.
- **2.3** 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.
- **2.4** Sealed Envelop No. 4: The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed thereon tender No.(as mentioned above) and the details of above mentioned three envelop.

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

3.0 SPECIFICATION & SCOPE OF WORK: The tenderer has to carry out Supply, Installation & Commissioning of Surveillance System of preferred make at inside & outside of Corporate Office building of RSMM on turnkey basis. Specifications & details of same are mentioned at annexure-VI. The tenderer is requested to confirm/give the technical specification of items in annexure-VI.

4.0 DELIVERY OF TENDER:

The submission and delivery of tenders prior to date & time of submission will be the sole responsibility of the Tenderer. The tenders received after last date and time of submission will not be considered.

Tenderers should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/omissions.

Tenders otherwise than on the prescribed lines, form and pattern described herein are liable to be ignored as it makes comparison difficult.

5.0 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 or 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.

6.0 SUPPORTING DOCUMENTS:

The Tenderer should furnish the following supporting documents alongwith the offer:

- i. Copy of one set of tender document duly signed in token of acceptance of terms & conditions of tender.
- ii. Product catalogue & Technical details of products offered.
- iii. Brief report on offered solution.
- iv. Duly filled Annexure I to VI alongwith part-I of tender document and Annexure VII (Price Bid) Part-II in separate sealed envelope.
- v. Duly sealed and signed copies of Annexures A, B, C & D.

7.0 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.

8.0 RSMML RIGHTS: The Company reserves the right:

- i) to reject any or all the tenders received.
- ii) to accept/reject any tender on technical ground.
- iii) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- iv) to increase/decrease the quantity.
- v) to accept/ reject the offered products based on technical requirement of RSMML.

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.

9.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 months from the date of opening of tender within which period the tenderer shall have no right to withdraw amend, cancel or modify his offer. In case tenderer do so, their Bid Security is liable to be forfeited. The validity period may be extended further if required by mutual consent from time to time.

In case tenderer after the issue 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.

10.0 WORK COMPLETION PERIOD :

The tenderer should offer the earliest possible work completion period for Supply, Installation & Commissioning of complete Surveillance System inside and outside of Corporate Office on turn-key basis. Terms of delivery shall be on the basis of f.o.r. destination basis.

11.0 BID SECURITY :

- a) The tenderer shall deposit (interest free) a sum of **Rs 3,350/- (Rupees Three thousand & three hundred fifty only**) as Bid Security alongwith the tender by way of Demand Draft/PO/BC. 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/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.

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 due date & time of 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 incase of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

12.0 RATES:

- 1. The rates should be quoted in Annexure "VII" appended hereto. The quoted rate shall remain firm & fixed till the complete execution of the contract and on f.o.r. destination basis inclusive of Packing & Forwarding, freight, Insurance and any other delivery charges up to destination. No escalation on whatsoever ground will be admissible. The price quoted should be both in figures and words. In case of any discrepancy between the figures and words, the lower of the two shall be taken as the quoted price.
- 2 The rate of, Excise Duty, CST/VAT, Service Tax, etc. as applicable should be specified by the tenderer on each item. Wherever concessions, if any, are available they should also be indicated.
- 3. Any other Statutory Duty, Levy, Taxes, if applicable should be indicated. In case the tenderer firm is availing any incentive should mention in the tender;

- 4. In the absence of clear stipulations stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.
- 5. Our TIN (CST / RST Registration) No. is 08693902289

13.0 PRICE VARIATION:

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are directly reflected on tenderers invoice as offered by the tenderer in their price bid 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 supplier shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

14.0 PERFORMANCE GUARANTEE :

If at any time during the guarantee/warranty period the stores do not conform to the Company's requirements/ specifications and/or do not meet the desired performance, the tenderer agrees to revise, modify, rectify and replace the design engineering, equipment, material or stores as the case may be in a manner calculated by the contractor to correct the deficiency or the unsatisfactory performance at the contractor's own expenses within a minimum time to be specified by the Company. In the event the contractor failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the contractor without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.

15.0 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 PO, shall give notice in writing of the same to the contractor and the contractor shall not be entitled to 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 rescheduling of delivery period. **16.0 INSPECTION :** at the Consignee's end and the Consignee's is:

ED(Admn.) or his authorized officer,

M/s Rajasthan State Mines & Minerals Limited,

4, Meera Marg,

Udaipur - 313 001. (Rajasthan).

17.0 TERMS OF PAYMENT & PAYING AUTHORITY :

- **17.1 100%** payment within **30 days** of supply, installation & successful commissioning of surveillance system at site. Payment of AMC charges will be made after completion of warranty period on yearly basis.
- **17.2 Billing and Paying Authority :** The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery & Installation will be submitted to the Office of GM(MM) for payment purpose. The payment disbursing authority is: The Financial Advisor, Rajasthan State Mines & Minerals Ltd., 4, Meera Marg, Udaipur-313001.
- **17.3** Payments will be made through RTGS/NEFT only. All bank charges/commission shall be borne by the supplier.

18.0 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 10 % 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 Bank (Except State Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/PO. The Bank Guarantee should be valid for a period of 6 months in excess of the warrantee period (1 year)+ AMC period (2 years) + Work Completion 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, modification 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 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 or as amend/ revised.
- viii) S.D. should be send to the office of GM (MM), CO.
- **19.0 GUARANTEE/WARRANTY:** The tenderer shall guarantee/warrantee for satisfactory performance of a complete Surveillance System for a period of 12 months from the date of successful commissioning.

20.0 COMPENSATION FOR DELAYED DELIVERY:

In the event the supplier fails to complete the work within the work completion period as given in the LOA/PO, the Company shall be entitled at its option either:

- a) to recover from the supplier 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 undelivered store,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost

OR

c) to cancel the contract.

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

21.0 DETERMINATION OF LOWEST BIDDER:

a. The lowest tenderer shall be determined on the basis of lowest total landed cost towards supply & installation of complete Surveillance System and AMC charges (for two years), inclusive of all taxes, duties, transportation, insurance and any other delivery charges upto destination. The element of Rajasthan VAT shall be excluded from the rates quoted by the manufacturers of Rajasthan and the element of CST shall be included in the rates quoted by the firms outside of Rajasthan for evaluation purpose. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. (i.e. entry tax on Interstate Purchase) on supply of tendered work will be given while calculating the landed cost.

b. **NEGOTIATIONS:**

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

22.0 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.

23.0 FORCE MAJEURE :

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

24.0 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)

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and Annexures 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' Dtd 18.11.2015

Ref. NIT NO. RSMM/CO/MM/NIT-26 /2015-16 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 turnovers in rupees for last	2014-15	2013-14	2012-13
	three years.			
6	PAN No.			
6				
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as			
	per MSMED Act 2006			
	Nature of Activity			
	(manufacturing/Service)			
	Category of Enterprise:			
	(Micro/ Small/ Medium)			
10	Banker details:			
	a) Name			
	b) Branch No.			
	c) Address			
11	Bank Account No.			
12	Type of A/c : Saving /			
	Current/CC/ any other			
13	IFSC code			
14	Are you exempted from paying, custom			
	Duty/ excise Duty/Sales Tax, if yes			
	give details.			
15	Any other important information			
	related to the tender requirement.			
16	Work Completion Period for supply of			
	offered stores & completion of work on			
	turn key basis			
17	Any other details.			
	-			

Signature of tenderer with official stamp

Date & Place:

Annexure-II

Ref. NIT NO. RSMM/CO/MM/NIT-26 /2015-16

Dtd 18.11.2015

FOR SURVEILLANCE SYSTEM AT CORPORATE OFFICE

UNDERTAKING TOWARDS 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.

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

Signature of Tenderer with official stamp

Place: Date:

Annexure – III

Ref. NIT NO. RSMM/CO/MM/NIT-26 /2015-16

Dtd 18.11.2015

FOR SURVEILLANCE SYSTEM AT CORPORATE OFFICE

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)
 ______(Yes/NO)
- 2. If yes, please furnish the declaration given below.
- 4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Annexure - IV

Ref. NIT NO. RSMM/CO/MM/NIT-26 /2015-16

Dtd 18.11.2015

FOR SURVEILLANCE SYSTEM AT CORPORATE OFFICE

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER AND NO CONDITION MENTIONED IN PRICE BID

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	Requirement as per	Offered condition/
	Clause no.	tender clause	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

Annexure - V

Ref. NIT NO. RSMM/CO/MM/NIT-26 /2015-16

Dtd 18.11.2015

FOR SURVEILLANCE SYSTEM AT CORPORATE OFFICE

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

Particulars	% Rate considered in price bid
Excise Duty	@%
CST /VAT	On item no. 1 @% On item no. 2 @% On item no. 3 @% On item no. 4 @% On item no. 5 @% On item no. 6 @% On item no. 7 @% On item no. 8 @%
Service Tax	On item no.10 @% On item no.11 @%
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., 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

Annexure - VI

Ref. NIT NO. RSMM/CO/MM/NIT-26/2015-16

Dtd 18.11.2015

FOR SURVEILLANCE SYSTEM AT CORPORATE OFFICE

S.N o.	escription/ Specification	Qty. with Unit	Offered Make	Offered Model	Agreed /Deviatio n if any	Technical leaflets enclosed/ not enclosed
1.	HD Camera – Dome	12 Nos.				
2.	HD Camera – Bullet (outdoor)	04 Nos.				
3.	16 Channel DVR (having 2 SATA interface each suitable for 4 TB Capacity Hard disk) with two 4TB Disk	01 No.				

CHECK LIST TO SPECIFICATIONS

4.	Power Supply for Cameras & DVR	04 Nos.		
5.	BNC Connector	16 Nos.		
6.	Cable Coaxial RJ59 (approx.300 mts)	300 Mts.		
7.	Cable cat 6 (approx. 100 mts)	100 Mts.		
8	Monitor 21 inch (at Security Desk)	01 No.		

9	Warrantee/G uarantee of complete system as per tender & support of system for one year	One Year		
10.	Installation of Cameras	16 Nos.		
11	AMC of Complete Setup for Next Two years after warranty period of one year	Two Year		

Note:

- i) Please enclose technical leaflets of each offered item.
- ii) Tenderers may visit the site for understanding of scope of work and to be acquainted with site requirement.
- ii) The quantity of item No. 1 & 2, Cameras may vary as per actual requirement.
- iii) Items at 6 & 7 will be supplied on actual basis as per requirement at site.

Setup should include the following -

S. No	Description / Specification	Agreed /Deviation if any (Please tick)
1	The setup includes Supply, Installation and Commissioning of all cameras, DVR and required cabling indoor as well as outdoor. However, RSMM has already laid internal co- axial cable for fixing cameras but for good coverage additional cables may be laid if required. New cable has to be laid for outside areas of surveillance. Bidder may visit the site if required before proposing solution.	
2 3	The DVR has to be installed at Control Room. Main Display & Monitoring set up and traffic analysis from single point has to be done at Security Check Desk at Reception. Monitoring & Controlling of all the devices has to be done through Web based Software using LAN.	

4	Web based access also to be provided at Executive Director (Admin.)'s Room
5	The Specifications for HD Camera – Dome & Bullet are as follows -
	Image Sensor- 1/3" Progressive Scan CMOS
	Min. Illumination - 0.01 Lux@F1.2, 0 Lux with IR
	Day & Night- IR cut filter with auto switch
	Video Frame Rate- 720p@25fps
	HD Video output - 1 Analog HD output
	Weather proof - IP66
	IR range - 15-20m
6	The Specifications for 16 Channel DVR with two 4TB Disk are as follows –
	Video Input - 16-channels, BNC Interface
	HDMI and VGA output - Upto 1920x1080
	Video Output- 1HDMI, 1 VGA
	Recording Resolution-720p/VGA/WD1
	Recording Mode- Manual, Regular, Continuous, MD, Alarm
	Frame Rate - 1/16 fps
	Hard disk Interface- 2 SATA Interface
	USB interface - 2
	Serial Interface - 1

	Network Interface-1 RJ45 upto 100M Ethernet Interface
	Hard Disk-Two 4 TB Hard disk Seagate/WD
	Hard Disk: Please specify Make & Model
	Smart Phone Support- iOS, Android
7	The number of Dome/Bullet Cameras may be increased (max. 16) or decreased depending upon the area of surveillance.
8	AMC for 2 years after completion of warranty & support of one year.

Signature of Tenderer with official stamps

Date & place

Ref. NIT NO. RSMM/CO/MM/NIT-26/2015-16 Dtd 18.11.2015 for Supply, Installation & Commissioning of SURVEILLANCE SYSTEM at Corporate Office on turn key basis alongwith three year support for running the complete setup from the date of installation

Price Part (Part-II)

(To be submitted in separate sealed envelope)

s. n.	Description	Unit	Basic price per unit (Rs)	Excise duty (Rs)	CST/VAT /Service Tax @	Packing, forwarding, freight, Insurance & any other delivery charge up to destination	Any other tax	Any other charges	Total f.o.r. destination price (per unit) at RSMML CO, Udaipur
	а	b	с	d	e	f	g	h	i (c+d+e+f+g+h)
1	HD Camera – Dome	per no.							
2	HD Camera – Bullet (outdoor)	per no.							
3	16 Channel DVR as per tender	per no.							
4	Power Supply for Cameras & DVR	per no.							
5	BNC Connector	per no.							

6	Cable Coaxial RJ59	per meter				
7	Cable cat 6	per meter				
8	Monitor 21 inch	per no.				
				ST @ on Sr. No. 9 & 10		
9	Installation Charges on per camera basis	per no. (per camera)				
10	AMC of Complete Setup after completion of warranty period	Per year				

Note:

- i) Please quote the duties and taxes as per applicable rate (on the date of opening of Part-I of the offer) & mention herein above.
- ii) Price will remain firm and fixed during the complete execution of contract. Escalation/de-escalation will be provided/passed on to RSMML, as the case may be in respect of Statutory Duties and Taxes subject to production of documentary proof.
- iii) If any particular item is not applicable, please write "Not Applicable".
- iv) Installation charges are required on per Camera basis, but tenderers has to execute the Installation of Surveillance System as per Scope of Work.

Signature of Tenderer with official stamps

Date & place

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 ofin response to their Notice Inviting Bids No...... datedI/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act 2012, that :

- **1.** I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- **2.** 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;
- **3.** 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;
- **4.** I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our processional 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;
- **5.** I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Signature of bidder
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 thereunder, 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

- 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

.....

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.