



# Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

**Registered Office**

C89-90, Lal Kothi Scheme, Janpath

Jaipur (Rajasthan)India

Ph.:+91-141-2743734. 2743934

Fax: +91-141-2743735

**Corporate Office**

4, Meera Marg,  
Udaipur – 313 001

Ph.: -91-294-2428768, 2428763-67

Fax: +91-294-2428768, 2428770, 2428739

e-mail: naveengupta.rsmml@rajasthan.gov.in

website: www:rsmm.com

**CIN No.: U14109RJ1949SGC000505**

**TIN No.: 08693902289**

**PAN No.: AAACR7857H**

## TENDER SCHEDULE

TO

NIT NO.RSMM/CO/MM/NIT -30/2015-16 dated 20.01.2016

FOR SUPPLY OF HP/CANON MAKE INK/TONER CARTRIDGES

LAST DATE OF SUBMISSION OF TENDER : 10.02.2016

UPTO 6.00 p.m.

DUE DATE OF OPENING : 11.02.2016 at 3.30 p.m.

TENDER COST (NON-REFUNDABLE) –RS. 1145/-

(INCLUSIVE OF VAT)

**(TENDER DOCUMENT IS NON TRANSFERABLE)**



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**CIN No.: U14109RJ1949SGC000505**

e-mail: naveengupta.rsmml@rajasthan.gov.in  
website: [www.rsmm.com](http://www.rsmm.com)

NIT NO. RSMM/CO/MM/NIT – 30/2015-16

Dated: 20.01.2016

## **DETAILED NOTICE INVITING TENDER**

Sealed tenders (in two parts) are invited from the manufacturers or their authorized dealer/re-seller/stockist etc. for entering into rate contract for supply of Genuine & Original HP/Canon make Ink / Toner cartridge to our SBU-PC (RP), Jhamarkotra Mines, SBU-PC(LS), Jodhpur, SBU-PC(Lig.), Jaipur, SBU-PC(Gyp.), Bikaner, Registered Office, Jaipur & Corporate Office, Udaipur for a period of one year as per details given below :

S. N.	Particulars	Part No.	Approx, Annual Qty.
1	HP Toner Cartridge Black (for HP Printer 2015)	Hp Q 7553A	12
2	HP Ink Cartridge Yellow (for HP Office jet pro 8100 Printer)	951XL	09
3	HP Ink Cartridge Magenta (for HP Office jet pro 8100 Printer)	951XL	09
4	HP Ink Cartridge Cyan (for HP Office jet pro 8100 Printer)	951XL	09
5	HP Ink Cartridge Black (for HP Office jet pro 8100 Printer)	951XL	15
6	HP Toner Cartridge Black (for HP Printer 1320)	Hp Q 5949 A	09
7	HP Toner Cartridge Black (for HP Laserjet 1015,1020 Printers )	Hp Q 2612 A	63
8	HP Toner Cartridge (for HP Laserjet P3015 Printer)	CE255A	7
9	HP Toner Cartridge (for HP Laserjet M1522NF Printer)	Hp CB436A	11
10	HP Toner Cartridge (for HP Laserjet P 2055 dn)	CE 505A	20
11	HP Toner Cartridge (for HP Laserjet 1606dn Printer)	HP 278A	64
12	HP Toner Cartridge (for HP Laserjet Pro MF PM 175a/NW)	HP CE 310AD	03
13	HP Toner Cartridge (for HP Printer 1285)	HP 88A	13

14	HP Toner Cartridge	HP 210 A	03
15	HP Toner Cartridge	HP 211 A	01
16	HP Toner Cartridge	HP 212 A	01
17	HP Toner Cartridge	HP 213 A	01
18	HP Toner Cartridge	HP 280 A	10
19	HP Inkjet	HP 21 B	08
20	HP Inkjet	HP 22 C	04
21	HP Deskjet	802 Black	10
22	HP Deskjet	803 Colour	05
23	Canon Inkjet Cartridge	Canon CL-41	01
24	Canon Inkjet Cartridge	Canon PG-40	01
25	Canon Toner Cartridge (for Canon MF4870DN Laser Printer)	Canon 328	47
26	Canon Toner Cartridge (for Canon L140 Printer)	Canon FX 9	05
27	Canon Toner Cartridge (for Canon LBP3500 Laser Printer)	Canon 309	01
28	Canon Toner Cartridge (for Canon LBP-3018/3108 B)	Canon 912	03
29	Canon Toner Cartridge (for Canon iR 2320L Printer)	NPG-28 0384B00/AA	03
30	Canon Cartridge (for Canon Laser Printer 2900)	Canon 303	27
31	Canon Toner Cartridge (for Canon digital MF 226DN Laser Printer)	Canon 337	12

The techno-commercial suitability of the offer would be ascertained on the basis of documents furnished in line with tender terms and/or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially acceptable tenderers will be opened. The decision of the company in this regard shall be final and binding.

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/banning period.

The tender document (non-transferable) can be obtained from the office of FA,CO on the above address up to 4.00 p.m. of 10.02.2016 on payment of non-refundable tender document fee of Rs. 1145/- (Rupees One thousand

one hundred forty five only), inclusive of VAT by Cash/Demand Draft / Pay Order/BC in favour of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender document from our website [www.rsmm.com](http://www.rsmm.com) and furnish their offer as per the terms & conditions provided therein with tender document fee in a separate sealed envelope as per clause No.1.2 (i) superseding 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 10.02.2016 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 11.02.2016 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.30,000/- (Rupees Thirty thousand only) shall be in the form of Demand Draft /Pay Order/BC in favour of RSMML payable at Udaipur alongwith part-I of tender, as per clause No.13.0 Offer without Bid Security will not be considered. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /email 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 or divide the quantity in more than one tenderer, 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.

**The Tender Documents consist of following:**

Section – I	Instruction for preparation & submission of tender
Section- II	Special Conditions of Contract (SCC)
Annexure-I	General Profile of the 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 and no condition mentioned in Price Bid.
Annexure-V	Details of taxes & Duties offered in the Price bid.
Annexure-VI	Check list to Specifications.
Annexure-VII	Price Bid (Part – II of offer)
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.

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

- 1.0** One copy of tender documents is sent herewith, which should be sealed & signed as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- 2.0** Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super scribed tender no. as mentioned above.
- i) **Sealed Envelop No. 1:** This envelop should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has been purchased from the office of FA,CO and DD/PO towards requisite bid security as per provisions mentioned in the tender document. This sealed envelop should be superscribed 'Tender Document Fee & Bid Security for tender No. ( as mentioned above).

- ii) **Sealed Envelop No. 2** : This envelop should contain Part –I: Techno-Commercial BID alongwith all supporting documents (except the Tender document fees, Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part – I of tender No (as mentioned above).

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

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID) : This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.

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

### **3.0 DELIVERY OF TENDER:**

The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission / opening of tender happens to be a holiday, than tenders shall be submitted on the next full working day up to prescribed time / opened on next day at prescribed time.

- 3.1 Late Tender:** The tenders received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.

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

- 5.0** Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail /telegram will not be considered at all.

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

**7.0 EXCEPTIONS & DEVIATIONS:**

Tenderers are advised to submit their offer based on the 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 rejected. The tender will furnish the undertaking towards acceptance of specifications, all terms and conditions of tender in Annexure-“IV”.

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

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

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

- i. Copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender.
- ii. Demand Draft of Bid Security in the manner specified in tender as per clause no. 13.0 (Section-I)
- iii. DD/PO/BC/ Copy of cash receipt towards tender document fees.
- iv. TIN No.
- v. PAN no. issued by the Income Tax Dept.
- vi. Declaration that tenderer has not been suspended /banned by RSMML earlier.
- vii. Authorization Certificate of manufacturer/s.
- viii. Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure “III”
- ix. Duly filled, sealed & signed annexure I to VI & Annexure A to D with part-I of the tender & annexure VII (Price Bid) in separate envelope.
- x. Any other relevant document, terms & conditions of tender.

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

**9.0 BEFORE SUBMITTING TENDER:**

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

**10.0 AUTHORITY TO SIGN TENDER:**

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

**11.0 OPENING OF TENDERS:**

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

**12.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **Four months** from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/modification the bid security deposited by the Tenderer, as per clause No. 13.0 (Section-I) hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

**13.0 BID SECURITY :**

- a) The tenderer shall deposit (interest free) a sum of **Rs 30,000/- (Rupees Thirty thousand only)** as Bid Security alongwith the tender by Demand Draft/PO/Banker's cheque. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/ Banker's cheque 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 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.

#### **14.0 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 order be awarded to the tenderer who accepts the counter offer.
- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

#### **15.0 TERMINATION:**

- a. In case of failure of tenderer to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result into 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 from 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.

#### **16.0 FORCE MAJEURE:**

If 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.

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

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

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

Signature of Tenderer with official stamps

Place & date:

## SECTION -II : SPECIAL CONDITIONS OF CONTRACT:

### 2.1 SPECIFICATIONS & ANNUAL QUANTITY:

S.N.	Particulars	Part No.	Approx, Annual Qty.
1	HP Toner Cartridge Black (for HP Printer 2015)	Hp Q 7553A	12
2	HP Ink Cartridge Yellow (for HP Office jet pro 8100 Printer)	C4905AN	09
3	HP Ink Cartridge Magenta (for HP Office jet pro 8100 Printer)	C4904AN	09
4	HP Ink Cartridge Cyan (for HP Office jet pro 8100 Printer)	C4903AN	09
5	HP Ink Cartridge Black (for HP Office jet pro 8100 Printer)	C4902AN	15
6	HP Toner Cartridge Black (for HP Printer 1320)	Hp Q 5949 A	09
7	HP Toner Cartridge Black (for HP Laserjet 1015,1020 Printers )	Hp Q 2612 A	63
8	HP Toner Cartridge (for HP Laserjet P3015 Printer)	CE255A	7
9	HP Toner Cartridge (for HP Laserjet M1522NF Printer)	Hp CB436A	11
10	HP Toner Cartridge (for HP Laserjet P 2055 dn)	CE 505A	20
11	HP Toner Cartridge (for HP Laserjet 1606dn Printer)	HP 278A	64
12	HP Toner Cartridge (for HP Laserjet Pro MF PM 175a/NW)	HP CE 310AD	03
13	HP Toner Cartridge (for HP Printer 1285)	HP 88A	13
14	HP Toner Cartridge	HP 210 A	03
15	HP Toner Cartridge	HP 211 A	01
16	HP Toner Cartridge	HP 212 A	01
17	HP Toner Cartridge	HP 213 A	01
18	HP Toner Cartridge	HP 280 A	10
19	HP Inkjet	HP 21 B	08
20	HP Inkjet	HP 22 C	04
21	HP Deskjet	802 B	10
22	HP Deskjet	803 C	05

23	Canon Inkjet Cartridge	Canon CL-41	01
24	Canon Inkjet Cartridge	Canon PG-40	01
25	Canon Toner Cartridge (for Canon MF4870DN Laser Printer)	Canon 328	47
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27	Canon Toner Cartridge (for Canon LBP3500 Laser Printer)	Canon 309	01
28	Canon Toner Cartridge (for Canon LBP-3018/3108 B)	Canon 912	03
29	Canon Toner Cartridge (for Canon iR 2320L Printer)	NPG-28 0384B00/AA	03
30	Canon Cartridge (for Canon Laser Printer 2900)	Canon 303	27
31	Canon Toner Cartridge (for Canon digital MF 226DN Laser Printer)	Canon 337	12

The quantities mentioned herein above are tentative & indicative only. The supply of stores would be taken as per actual requirement which may vary from the above indicated quantity and will be in phased manner on as & when required basis during RC period.

RSMML can procure the quantity of contract up to 50% on same rate, terms and conditions. Delivery / Contract period will also extended proportionately.

**2.2 SCOPE OF WORK:** The tenderer is required to deliver the Cartridges at SBU-PC (RP), Jhamarkotra, SBU-PC(Gyp), Bikaner, SBU-PC (Limestone), Jodhpur/ Jaisalmer, SBU-PC (Lignite), Jaipur, Registered Office, Jaipur, Corporate Office, Udaipur on f.o.r. each destination basis as per delivery schedule issued by the respective Consignee. The tentative quantity of various types of cartridges to be supplied to each destination is mentioned at Annexure-VI.

**2.3 PERIOD OF CONTRACT :** The Period of contract will be One year from the date of issue of LOA/ RC.

**2.4 DELIVERY PERIOD:**

The tenderer should offer minimum possible delivery period for supply of offered Cartridges. The delivery of cartridges will be taken on as and when required basis during the period of contract, however, as far as possible consignee will provide monthly schedule for supply of Cartridges.

## **2.5 DELIVERY BASIS:**

Terms of delivery shall be on the basis of f.o.r. basis to respective destination.

## **2.6 RATES:**

- i) The tenderer is to offer the prices as per Annexure – “VII” annexed hereto “Price Bid”. The same is to be given in a separate envelope.
- ii) The quoted price will be firm & fixed till complete execution of contract. The price must be net and must include transportation, insurance & any other delivery charges. Price should be same for all the destinations on f.o.r. destination basis on individual type of item basis .
- iii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of cartridge must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.
- v) The prices quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.

## **2.7 PRICE VARIATION:**

The quoted price should remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government within the delivery period will be considered on production of documentary proof. No escalation/variation on any other grounds whatsoever shall be considered or be admissible.

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.

## **2.8 TAXES, DUTIES & LEVIES :**

Our TIN (CST / RST Registration)No. is 08693902289

The rate of Excise Duty, CST/VAT, as applicable should be specified by the tenderer. Wherever concessions, if any, are available they should also be indicated;

Any other statutory duty, levy, taxes, if applicable should be indicated. In case the tenderer is availing any incentive should mention in the tender.

In the absence of clear stipulations as stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.

- 2.9 GUARANTEE PERIOD :** Ink / toner cartridge shall be guaranteed against all manufacturing defects and defective cartridge shall be replaced free of cost by tenderer at his cost and risk as per the policy of HP / Canon.

Tenderer should supply only genuine HP / Canon make Cartridges, Ink / Toner cartridges should have expiry date over and above 6 months from the date of supply.

**2.10 DETERMINATION OF LOWEST BIDDER:**

- a. The lowest tenderer shall be determined separately for each type of Cartridges on the basis of total landed cost of the offered Cartridges for all the destinations i.e. SBU-PC (RP), Jhamarkotra, SBU-PC(Gyp), Bikaner, SBU-PC (Limestone), Jodhpur/ Jaisalmer, SBU-PC (Lignite), Jaipur, Registered Office, Jaipur, Corporate Office, Udaipur, inclusive of all duties, taxes, transportation charges etc and giving effect of any other duties/taxes levied/exempted/ by State/Central Govt. which are applicable directly / indirectly on the supply of tendered stores. 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, 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.

**2.11 INSPECTION :** at the Consignee's end. Consignees are :

- 1. For SBU –PC(RP), Jhamarkotra**  
Group General Manager, SBU-PC (RP)  
Or his authorised representative  
RSMM Ltd., Jhamarkotra Mines,  
Via & distt. Udaipur.
- 2. For SBU –PC(Gyp), Bikaner**  
Group General Manager, SBU-PC (Gyp)  
Or his authorised representative  
RSMM Ltd., 2, Gandhi Nagar Scheme,  
Bikaner-334001 .
- 3. For SBU-PC(Limestone),Jodhpur**  
Head & Adviser  
Or his authorised representative  
RSMM Ltd. 8, West Patel Nagar,  
Circuit House Road,  
Jodhpur-342 011
- 4. For SBU –PC(Lignite), Jaipur**  
Group General Manager, SBU-PC (Lig.)  
Or his authorised representative  
RSMM Ltd. Khanij Bhawan, Tilak Marg,  
C-Scheme, Jaipur-302005
- 5. For Registered Office, Jaipur**  
Sr. Manager (Mktg.)  
Or his authorised representative  
RSMM Ltd. C-89-90,Lal Kothi Scheme,Janpath,  
Jaipur-302005
- 6. For Corporate Office, Udaipur**  
The Dy.General Manager(Administration )  
Or his authorised representative  
RSMM Ltd. 4, Meera Marg,  
Udaipur -313001

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

100% payment within 30 days of Receipt & Acceptance of stores.

**2.13 Billing and Paying Authority :**

The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery of stores will be submitted to respective Paying Authority. The payment disbursing authorities are:



- i) **For SBU-PC (Rock Phosphate), Jhamarkotra**  
Head of Finance  
Jhamarkotra Mines,  
Via & distt. Udaipur.
- ii) **For SBU –PC(Gyp), Bikaner**  
Head of Finance  
RSMM Ltd., 2, Gandhi Nagar Scheme,  
Bikaner.
- iii) **For SBU –PC(Limestone), Jodhpur**  
Head of Finance  
RSMM Ltd. 8, West Patel Nagar,  
Circuit House Road,,  
Jodhpur.
- iv) **For SBU –PC(Lignite), Jaipur**  
Head of Finance  
Rajasthan State Mines & Minerals Ltd,  
Khanij Bhawan, Tilak Marg,  
C-Scheme, Jaipur-302005
- v) **For Registered Office, Jaipur**  
Head of Finance  
RSMM Ltd. C-89-90,  
Lal Kothi Scheme,Janpath,  
Jaipur.
- vi) **For Corporate Office**  
F.A.  
Rajasthan State Mines & Minerals Ltd,  
4 Meera Marg, Udaipur.

**2.14** Payments will be made through NEFT/ RTGS by the respective consignee. All bank charges/commission, if any, shall be borne by the supplier.

**2.15 PRICE FALL CLAUSE :**

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

**2.16 RSMML'S RIGHTS:** RSMML reserves the following right:-

- a) to reject any or all the tenders received.

- b) to accept a tender either for the total requirement or part thereof or to split the work in more than one tenderer & not to accept the lowest tenderer.
- c) to enter into parallel Rate Contract with more than one tenderer.
- d) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender etc.
- e) to increase/decrease the quantity.
- f) to check the genuineness of products during the RC.

### **2.17 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.

### **2.18 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.

### **2.19 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector

/ICICI/HDFC/AXIS Bank (except State Bank of India) having its Branch at Udaipur, within 21 days from the date of RC/LOA. The Bank Guarantee should be valid for a period of 18 months including of 6 months claim period.

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

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

**GENERAL PROFILE OF TENDERER**

1.	Name & address of the tenderer with telephone No./Fax No./email / mobile no.			
2	Status of Tenderer i.e. Manufacture/ Authorised Dealer/ Bonafide Dealer/any other.			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last 3 years ( in lacs)	2014-15	2013-14	2012-13
6	PAN No.			
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 a) Branch No. b) 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/			
15	Any other important information related to the			
16	Offered Delivery Period for supply of material			

Signature of tenderer with official stamp

Date &amp; Place:

**Annexure 'II'**

NIT NO : RSMM/CO/MM/NIT -30/2015-16

Dated 20.01.2016

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

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

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

1. We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
2. We have been declared that we have not mentioned any condition in the price bid.

Signature of Tenderer with official stamp

Place:

Date:

NIT NO : RSMM/CO/MM/NIT -30/2015-16

Dated 20.01.2016

**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)

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 vide Registration No.\_\_\_\_\_  
dated \_\_\_\_\_.

3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

**Annexure - 'IV'**

NIT NO : RSMM/CO/MM/NIT -30/2015-16

Dated 20.01.2016

**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.

S.N.	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 -30/2015-16

Dated 20.01.2016

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**

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

Particulars	% Rate considered in price bid
Excise Duty	@.....%
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:



**Annexure-“VI”**

NIT NO : RSMM/CO/MM/NIT -30/2015-16

Dated 20.01.2016

CHECK-LIST TO TECHNICAL SPECIFICATIONS

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

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

Sl. No	Particulars	Part No.	Total Qty.	Bifurcation of Quantity						Offered Cartridge No.	Agreed/ Deviation, if any/.Provision of dual packing
				JKT	Gyp	Limestone	Registered Office	Corporate Office	Lignite		
1	HP Toner Cartridge Black (for HP Printer 2015)	Hp Q 7553A	12	-	-	-	-	12	-		
2	HP Ink Cartridge Yellow (for HP Office jet pro 8100 Printer)	951XL	09	09	-	-	-	-	-		
3	HP Ink Cartridge Magenta (for HP Office jet pro 8100 Printer)	951XL	09	09	-	-	-	-	-		

4	HP Ink Cartridge Cyan (for HP Office jet pro 8100 Printer)	951XL	09	09	-	-	-	-	-		
5	HP Ink Cartridge Black (for HP Office jet pro 8100 Printer)	951XL	15	15	-	-	-	-	-		
6	HP Toner Cartridge Black (for HP Printer 1320)	Hp Q 5949 A	09		-	-	-	09	-		
7	HP Toner Cartridge Black (for HP Laserjet 1015,1020 Printers )	Hp Q 2612 A	63	3	30	26	-	04	-		
8	HP Toner Cartridge (for HP Laserjet P3015 Printer)	CE255A	07	07	-	-	-	-	-		
9	HP Toner Cartridge(for HP Laserjet M1522NF Printer)	Hp CB436A	11	-	-	-	06	05	-		
10	HP Toner Cartridge (for HP Laserjet P 2055 dn)	CE 505A	20	-	06	-	-	13	01		

11	HP Toner Cartridge(for HP Laserjet 1606dn Printer)	HP 278A	64	50	-	06	-	08	-		
12	HP Toner Cartridge (for HP Laserjet Pro MF PM 175a/NW)	HP CE 310AD	03	-	-	-	03	-	-		
13	HP Toner Cartridge (for HP Printer 1285)	HP 88A	13	-	10	-	-	03	-		
14	HP Toner Cartridge	HP 210 A	03	-	03	-	-	-	-		
15	HP Toner Cartridge	HP 211 A	01	-	01	-	-	-	-		
16	HP Toner Cartridge	HP 212 A	01	-	01	-	-	-	-		
17	HP Toner Cartridge	HP 213 A	01	-	01	-	-	-	-		
18	HP Toner Cartridge	HP 280 A	10		10						

19	HP Inkjet	HP 21 B	08	-	-	08	-	-	-		
20	HP Inkjet	HP 22 C	04	-	-	04	-	-	-		
21	HP Deskjet	802 Black	10	-	-	10	-	-	-		
22	HP Deskjet	803 Colour	05	-	-	05	-	-	-		
23	Canon Inkjet Cartridge	Canon CL-41	01	-	-	01	-	-	-		
24	Canon Inkjet Cartridge	Canon PG-40	01	-	-	01	-	-	-		
25	Canon Toner Cartridge (for Canon MF4870DN Laser Printer)	Canon 328	47	05	-	03	04	25	10		
26	Canon Toner Cartridge (for Canon L140 Printer)	Canon FX 9	05	-	-	-	03	02	-		
27	Canon Toner Cartridge (for Canon LBP3500 Laser Printer)	Canon 309	01	01	-	-	-	-	-		

28	Canon Toner Cartridge (for Canon LBP-3018/3108 B)	Canon 912	03	-	-	03	-	-	-		
29	Canon Toner Cartridge (for Canon iR 2320L Printer)	NPG-28 0384B00/AA	03	-	-	-	03	-	-		
30	Canon Cartridge (for Canon Laser Printer 2900)	Canon 303	27	-	-	07	-	-	20		
31	Canon Toner Cartridge (for Canon digital MF 226DN Laser Printer)	Canon 337	12	-	-	-	-	12	-		

Signature of Tenderer with official stamp

Place:

Date:

**Annexure "VII"**

NIT NO : RSMM/CO/MM/NIT -30/2015-16

Dated 20.01.2016

PRICE BID ( To be given in separate sealed cover )

<b>Sl. No</b>	<b>Particulars</b>	<b>Part No.</b>	<b>Basic price in ( Rs. per no./ dual pack)</b>	<b>Discount</b>	<b>CST/ VAT @___</b>	<b>Packing, forwarding, freight, insurance &amp; any other delivery charges</b>	<b>Total F.O. R Destination price (In Rs./no.) at Jhamarkotra/ Gypsum/ Limestone/Lignite/ Registered Office/ Corporate Office</b>
Sl. No	Particulars	Part No.					
1	HP Toner Cartridge Black (for HP Printer 2015)	Hp Q 7553A					
1(a)	HP Toner Cartridge Black (Dual Packing)	Hp Q 7553A					
2	HP Ink Cartridge Yellow (for HP Office jet pro 8100 Printer)	951XL					
2(a)	HP Ink Cartridge Yellow (Dual Packing)	951XL					
3	HP Ink Cartridge Magenta (for HP Office jet pro 8100 Printer)	951XL					
3(a)	HP Ink Cartridge Magenta (Dual Packing)	951XL					
4	HP Ink Cartridge Cyan (for HP	951XL					

	Office jet pro 8100 Printer)						
4(a)	HP Ink Cartridge Cyan (Dual Packing)	951XL					
5	HP Ink Cartridge Black (for HP Office jet pro 8100 Printer)	951XL					
5(a)	HP Ink Cartridge Black (Dual Packing)	951XL					
6	HP Toner Cartridge Black (for HP Printer 1320)	Hp Q 5949 A					
6(a)	HP Toner Cartridge Black (Dual Packing)	Hp Q 5949 A					
7	HP Toner Cartridge Black (for HP Laserjet 1015,1020 Printers )	Hp Q 2612 A					
7(a)	HP Toner Cartridge Black (Dual Packing)	Hp Q 2612 A					
8	HP Toner Cartridge (for HP Laserjet P3015 Printer)	CE255A					
8(a)	HP Toner Cartridge (Dual Packing)	CE255A					
9	HP Toner Cartridge (for HP Laserjet M1522NF Printer)	Hp CB436A					
9(a)	HP Toner Cartridge (Dual Packing)	Hp CB436A					
10	HP Toner Cartridge (for HP Laserjet P 2055 dn)	CE 505A					
10(a)	HP Toner Cartridge (Dual Packing)	CE 505A					
11	HP Toner Cartridge (for HP Laserjet 1606dn Printer)	HP 278A					
11(a)	HP Toner Cartridge (Dual Packing)	HP 278A					

12	HP Toner Cartridge (for HP Laserjet Pro MF PM 175a/NW)	HP CE 310AD					
12(a)	HP Toner Cartridge (Dual Packing)	HP CE 310AD					
13	HP Toner Cartridge (for HP Printer 1285)	HP 88A					
13(a)	HP Toner Cartridge (Dual Packing)	HP 88A					
14	HP Toner Cartridge	HP 210 A					
14(a)	HP Toner Cartridge (Dual Packing)	HP 210 A					
15	HP Toner Cartridge	HP 211 A					
16	HP Toner Cartridge	HP 212 A					
17	HP Toner Cartridge	HP 213 A					
18	HP Toner Cartridge	HP 280 A					
18(a)	HP Toner Cartridge (Dual Packing)	HP 280 A					
19	HP Inkjet	HP 21 B					
19(a)	HP Inkjet (Dual Packing)	HP 21 B					
20	HP Inkjet	HP 22 C					
20(a)	HP Inkjet (Dual Packing)	HP 22 C					
21	HP Deskjet	802 B					
21(a)	HP Deskjet (Dual Packing)	802 B					



22	HP Deskjet	802 C					
22(a)	HP Deskjet (Dual Packing)	802 C					
23	Canon Inkjet Cartridge	Canon CL-41					
24	Canon Inkjet Cartridge	Canon PG-40					
25	Canon Toner Cartridge (for Canon MF4870DN Laser Printer)	Canon 328					
25(a)	Canon Toner Cartridge (Dual Packing)	Canon 328					
26	Canon Toner Cartridge (for Canon L140 Printer)	Canon FX 9					
26(a)	Canon Toner Cartridge (Dual Packing)	Canon FX 9					
27	Canon Toner Cartridge (for Canon LBP3500 Laser Printer)	Canon 309					
28	Canon Toner Cartridge (for Canon LBP-3018/3108 B)	Canon 912					
28(a)	Canon Toner Cartridge (Dual Packing)	Canon 912					
29	Canon Toner Cartridge (for Canon iR 2320L Printer)	NPG-28 0384B00/AA					
29(a)	Canon Toner Cartridge (Dual Packing)	NPG-28 0384B00/AA					
30	Canon Cartridge (for Canon Laser Printer 2900)	Canon 303					
30(a)	Canon Cartridge (Dual Packing)	Canon 303					
31	Canon Toner Cartridge (for Canon digital MF 226DN Laser Printer)	Canon 337					
31(a)	Canon Toner Cartridge (Dual Packing)	Canon 337					

The above prices will remain firm & fixed till complete execution of rate contract.

Place & Date

Signature of Tenderer with official stamps

**Annexure -"VIII"**

**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 the non-judicial stamp paper of value equal to @ 0.1% of total SD amount or Rs. 200/-, whichever is higher or as amended/ revised)

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

Dated \_\_\_\_\_

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

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

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

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_

against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before \_\_\_\_\_( scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship 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

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(specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall be deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF  
\_\_\_\_\_(designation)\_\_\_\_\_(branch) constituted  
attorney of the said bank have set my signatures and bank seal on  
this guarantee which is being issued on non-judicial stamp of  
proper value as per Stamp Act prevailing in the state of  
\_\_\_\_\_executed at \_\_\_\_\_ this the  
\_\_\_\_\_ day of \_\_\_\_\_2015.

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

Any person participating in a procurement process shall –

- a) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- b) 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;
- 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 to .....for procurement of .....in response to their Notice Inviting Bids No..... dated .....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act 2012, that :

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 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;
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;

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 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.

**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 50% 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.