



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

**4, Meera Marg, Udaipur - 313 001**

Phone: (0294) 2428763 to 67 Fax: (0294) 2428739, 2428768

e-mail: [ngupta@rsmm.com](mailto:ngupta@rsmm.com), website: [www.rsmm.com](http://www.rsmm.com)

**TENDER SCHEDULE**

**TO**

*NIT NO .RSMM/CO/MM/NIT-34/2013-14 Dated:26.03.2014*

*FOR THE SUPPLY AND INSTALLATION OF PRINTERS.*

**LAST DATE OF SUBMISSION : 15.04.2014**

**UPTO 3.00 p.m.**

**DUE FOR OPENING ON : 16.04.2014 at 4.30 p.m.**

**TENDER COST (NON-REFUNDABLE) –Rs. 228/-**

**(INCLUSIVE OF VAT)**

**(TENDER DOCUMENT IS NON TRANSFERABLE)**



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

4-Meera Marg, Udaipur – 313001

Phone :(0294) 2428768,2428763-67, Fax :(0294) 2428768,2428739

Web site: [www.rsmm.com](http://www.rsmm.com) e-mail: [ngupta@rsmm.com](mailto:ngupta@rsmm.com)

Ref. NIT NO. RSMM/CO/MM/NIT-34/2013-14

Dtd 26.03.2014

## **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	Qty.	EMD (in Rs.)	Due Date of opening
Supply & Installation of Canon LBP 7200DN Printer with three years warranty	1 no	5750/-	16.04.2014 at 4.30 P.M.
Supply & Installation of (Multifunctional Printer) Canon MF4870DN Printer with three years warranty	9 nos.		

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening, based on the documents furnished in line with the tender requirement and/ or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially acceptable 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.

The tenderer who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period.

The tender document (non -transferable) can be obtained from the office of FA, CO., Udaipur on the above address up to 1.00 P.M. of 15.04.2014 on payment of non-refundable tender fee (including VAT) of Rs. 228/- (Rupees One thousand one hundred forty only), by cash/Demand Draft /Pay -order in favour of RSMML payable at Udaipur. Alternately interested tenderer(s) may directly down

load the tender document from our website [www.rsmm.com](http://www.rsmm.com) and furnish the tender fee in a separate envelop as per procedure given in tender document, failing which their offer will not be considered.

The tender shall be received by the Office of the undersigned on or before 15.04.2014 up to 3.00 PM and the part I (techno-commercial bid) of tender will be opened on 16.04.2014 at 4.30 P.M. in the presence of representative of participant tenderers, who may like to attend the opening. The prescribed Earnest Money Deposit of Rs. 5750/- ( Rupees Five thousand seven hundred fifty only) shall be payable by Demand Draft / Pay order/Banker's Cheque in favour of RSMML payable at Udaipur alongwith part-I of tender, without which no offer will be considered. The envelop containing EMD should also be furnished as per provisions given in tender document. RSMML will not be responsible for postal delay or misplacement of offers. Offers through fax /email/telegram will not be considered. RSMML reserves the right to reject any or all the tenders, 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. Tenderer's will not have any claim on this.

(B.S.Gupta)

GENERAL MANAGER (MM)

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

**The tender document consists of following:**

Section-I	General Instruction for preparation & submission of tender.
Annexure- I	General profile of tenderer.
Annexure- II	Undertaking towards non suspension/non- banning.
Annexure- III	Registration details under Micro, Small & Medium Enterprises Development Act, 2006.
Annexure- IV	Undertaking towards acceptance of specifications, all terms & conditions of tender.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Check list to technical specifications
Annexure-VII	Price bid
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.

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

- 1.0** One sealed & signed copy of tender document should be enclosed with the offer as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- 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 towards Tender document Fee & the requisite EMD as per provisions mentioned in the tender document. This sealed envelop should be subscribed Tender document Fee & ‘EMD’ 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:** Tenderer has to carry out Supply & Installation of Printers at respective destination as per details given below. The tenderer is requested to confirm/give the technical specification of items in annexure-VI.

S. N.	Description	Destination	Qty.	Total Qty.	
<b>1.</b>	Canon LBP 7200CDN having following specifications : Resolution (in dpi):Colour 600x600, Paper Size:A4,Print speed in PPM(A4 Size): 20 BW and C,Port:1 USB, Memory (in MB): 16, Network card 10/100: YES, Duplexing:YES Warranty: Three years	CO, Udaipur.	1	1 no.	
<b>2</b>	Canon MF 4870DN with three years warranty)	Quantity distribution:			9 nos.
		CO, Udaipur	3		
		SBU&PC- Lignite, Jaipur	3		
		SBU&PC- Rockphosp hate, Jhamarkot ra	2		
		SBU&PC- Limestone, Jodhpur	1		

#### **4.0 DELIVERY OF TENDER:**

The submission and delivery of tenders prior to date & time of opening 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 of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in **annexure - IV** and furnished alongwith part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

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

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

#### **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 product offered.
- iii. PAN No. & TIN no.

- iv. Supporting documents towards tenderer's status.
- v. Duly filled & sealed & signed Annexure I to VI & Annexure A, B, C & D alongwith part-I of tender document and Annexure - VII (Price Bid) Part-II.

**7.0 AUTHORITY TO SIGN TENDER:**

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

**8.0 RSMML RIGHTS:** The Company reserves the right:

- i) to reject any or all the tenders received.
- ii) not to accept the tender breaches on technical scrutiny.
- 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 divide the quantity into more than one tenderer.

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

**9.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days from the date of opening of tender within which period the tenderer shall have no right to withdraw amend, cancel or modify his offer. In case tenderer do so, their EMD 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 DELIVERY PERIOD & DELIVERY BASIS:**

The tenderer should offer the earliest possible delivery period for supply of stores at the Consignee's end. Terms of delivery shall be on the basis of f.o.r. destination basis.

**11.0 EARNEST MONEY:**

- A) The tenderer shall deposit (interest free) a sum of **Rs. 5750/-** as Earnest Money alongwith the tender by Demand Draft/Banker's Cheque/ Pay order. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the Earnest Money Deposit will not be considered. Cheque or Bank Guarantee will not be accepted.
- B) The EMD shall be forfeited in the following cases:

- i) If the tenderer withdraw, amend, cancel or modifies the offer on its own after submission of tender.
  - ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
  - iii) If the tenderer declines to accept the order placed by the Company, subsequent to acceptance of his offer.
  - iv) If the tenderer breaches any provisions of code of integrity prescribed for bidders as specified at Annexure-A.
  - v) If tenderer fails to furnish the SD.
- C) EMD furnished by the tenderer will be refunded after finalization of tender /validity of the offer has expired. The EMD of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee as per contract.
- D) The earnest money 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 for the fresh tenders. However, the earnest money originally deposited may be taken into consideration in case tenders are re-invited.

## **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, Cess, CST/VAT, Service Tax, etc. as applicable should be specified by the tenderer. 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 re-scheduling of delivery period.

#### **16.0 INSPECTION :** at the Consignee's end and the Consignee's are as below:

##### **(1) For CO:**

DGM (MIS) or his authorized officer,

M/s Rajasthan State Mines & Minerals Limited, 4, Meera Marg,  
Udaipur – 313 001. (Rajasthan).

##### **(2) For SBU&PC-Lignite, Jaipur:**

GGM(Lignite) or his authorized officer,

Khanij Bhawan, Udhog Bhawan Premises,  
Tilak Marg, C-Scheme, Jaipur-302 005

**(3) For SBU&PC- Rockphosphate, Jhamarkotra:**

GGM(RP) or his authorized officer,  
Jhamarkotra-313 015  
Distt.-Udaipur

**(4) For SBU&PC- Limestone, Jodhpur:**

GGM(LS) or his authorized officer,  
8, West Patel Nagar,  
Circuit House Road,  
Jodhpur-342 011

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

- 17.1** 100% payment within **30 days** of supply & installation of stores at site.
- 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 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 equal to 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee on non-judicial paper of appropriate value in RSMML Performa from any Public Sector/ICICI/HDFC/AXIS Bank having its Branch at Bikaner, 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 + delivery 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) 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.
- 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 the Canon LBP 7200LDN & Canon MF 4870DN (Print, Copy, Scan & Fax ) for a period of 36 months.

**20.0 COMPENSATION FOR DELAYED DELIVERY:**

In the event the supplier fails to deliver the stores within the delivery date as given in the LOA/PO or the store are rejected, 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 offered on item basis inclusive of all taxes ( excluding Rajasthan VAT in case of offers of tenderers of Rajasthan on RVAT basis), duties, transportation, insurance, installation/commissioning charges and any other delivery charges upto destination. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered store will be given while calculating the landed cost.
- b. 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 jurisdiction of courts of Udaipur in the state of Rajasthan.

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.

Place & date:

Signature with Office Seal of the tenderer.

**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 three years.	2012-13	2011-12	2010-11
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 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	Delivery period for supply of offered stores			
17	Any other details.			

Signature of tenderer with official stamp

Date &amp; Place:

NIT no. RSMM/CO/MM/NIT-34/2013-14

Dated : 26.03.2014

**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:

**Annexure – III**

NIT no. RSMM/CO/MM/NIT-34/2013-14

Dated : 26.03.2014

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

(To be submitted with PART – I Technical Bid)

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

Signature of tenderer with official stamp

Date:  
Place:



**Annexure - IV**

NIT no. RSMM/CO/MM/NIT-34/2013-14

Dated : 26.03.2014

**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 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-34/2013-14

Dated : 26.03.2014

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

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

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

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc., 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-34/2013-14

Dated : 26.03.2014

**CHECK LIST TO SPECIFICATIONS**

s. n.	Material Name	Description	Destination	Qty.	Agreed/ Deviation, if any.
1	Canon LBP 7200C DN	Canon LBP 7200CDN Resolution (in dpi):Colour 600x600, Paper Size:A4,Print speed in PPM(A4 Size): 20 BW and C,Port:1 USB, Memory (in MB): 16, Network card 10/100: YES, Duplexing: YES with three years warranty	CO, Udaipur.	1	
2	Canon MF 4870dn	Canon MF 4870dn (Print, Copy, Scan & Fax ) (with three years warranty)	CO, Udaipur	3	
			Lignite, Jaipur	3	
			Rockphosphate, Jhamarkotra	2	
			Limestone, Jodhpur	1	
3		Copy of carry pack for additional warrantee if the products are not being offered with standard warrantee of three years			

Signature of Tenderer with official stamps

Date &amp; place

**NIT no. RSMM/CO/MM/NIT-34/2013-14 Dated : 26.03.2014 for Supply of Canon MF 4870DN & Canon LBP 7200CDN Printer  
Price Part (Part-II)**

**(To be submitted in separate sealed envelope)**

**Make:** ..... **Model:** .....

Description	Basic price per unit (Rs)	Discount	Excise duty & Cess on ED	CST/VAT @_____	Packing, forwarding, any other charges, freight, Insurance & any other delivery charge up to destination	Total f.o.r. destination price (per unit) at Udaipur/Jaipur/Jodhpur/Jhamarkotra.
a	b	c	d	e	f	g
Canon LBP 7200CDN with three years warranty						
Canon MF 4820DN (Print, Copy and Scan) with three years warranty, support						

**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 period 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".

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 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 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.