



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office
C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
Fax: +91-141-2743735
CIN No.: U14109RJ1949SGC000505

Corporate Office
4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 2428763-67
Fax: +91-294-2428768, 2428770, 2428739
e-mail: naveengupta.rsmml@rajasthan.gov.in
website: www.rsmm.com

PAN No : AAACR7857H
GSTIN No. 08AAACR7857 H1Z0

TENDER DOCUMENT

TO

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25 Dated 21.06.2024

E- TENDERS ARE INVITED FOR FABRICATION OF WATER TENDER HAVING 3000 LITRES CAPACITY ON TRUCK CHASSIS TATA LPT MODEL 1012 W.B. 3900 MM AT OUR KASNAU MATASUKH LIGNITE MINES, NAGAU & SONARI LIGNITE MINES, BARMER

s.n.	Description	Date	Time
1	Bid Submission Start Date	28.06.2024	10.00 a.m.
2	Bid Submission Closing Date	08.07.2024	6.00 p.m.
3	Techno-Commercial Bid Opening Date	09.07.2024	3.00 p.m.
4	Submission Tender Document Fee, Processing Fees and Bid Security as per tender provisions	08.07.2024	Upto 6.00 p.m.
5	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
6	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in/	
7	Website for submission of tender (only online)	http://eproc.rajasthan.gov.in	
8	Tender Document Fees	Rs. 1180/- (Inclusive of GST-18%) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
9	RISL Processing Fees	Rs. 1500/- in favour of "MD RISL" payable at Jaipur	
10	Bid Security	Rs. 1,60,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office
C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
Fax: +91-141-2743735
CIN No.: U14109RJ1949SGC000505

Corporate Office
4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 2428763-67
Fax: +91-294-2428768, 2428770, 2428739
e-mail naveengupta.rsmml@rajasthan.gov.in
website: www.rsmm.com

PAN No : AAACR7857H

GSTIN No. 08AAACR7857 H1Z0

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25 Dated 21.06.2024

NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from reputed and established manufacturers for following work:-

Description of Items	Bid Security	Qty.
Fabrication of Water Tenders having a water tank capacity of 3000 ltrs with heavy duty pump, monitor, fitted with all standard accessories for the use of Fire Fighting as per bureau of Indian Standard norms on Truck Cabin Chassis Tata LPT model 1012 W.B. 3900 MM.	1,60,000/-	2 Nos. (1 no. each for Kasnau Matasukh Lignite mines, Nagaur & Sonari Lignite Mines, Barmer

For more details, visit us on web site www.rsmm.com, www.eproc.rajasthan.gov.in, <http://www.sppp.rajasthan.gov.in> or contact Sr.Manager (MM) at the above address.

(L.S. Sardalia)
Group General Manager (MM)

e_TENDER NO. RSMM/CO/MM/NIT-03/2024-25

General	Instruction for preparation & submission of tender and General Conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards acceptance of all terms & conditions of tender
Annexure- III	Undertaking towards non suspension/non banning/GST.
Annexure- IV	Registration details as per Micro, Small & Medium Enterprises Development Act,2006.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Check-list to technical specifications
Annexure-VII	Details of past experience
Annexure-VIII	B.G. Format for Security Deposit
Annexure-IX	Format of indemnity bond for chassis
Annexure- X	Format of Bid security declaration.
Annexure- XI	Format of Performance security declaration
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.
Form-A	Format of Application by MSME for Purchase Preference in Procurement of Goods
Form-B	Format of Affidavit

Instructions for preparation & submission of e-tender and Conditions of e-Tender:

1.0 Instructions for preparation & submission of e-Tender and Conditions of e-Tender:

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in. No physical/offline Tender/bid shall be accepted.
- ii) The **Tender document fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order / RTGS/NEFT drawn **in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
- iii) The **Bid Security** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order RTGS/NEFT drawn **in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above.
- iv) The **Processing Fee** shall be in the form of Demand Draft / Banker Cheque RTGS/NEFT drawn in favour of “**MD RISL**” payable at Jaipur and shall also be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.

- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :
24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: eproc@rajasthan.gov.in,. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs / RTGS/ NEFT should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**
- xvi) Provisions of Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013 & subsequent amendments time to time, will also be applicable.
- xvii) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :

- 1.0** Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
- 2.0** Annexure-B- Declaration by the Bidder regarding Qualifications.
- 3.0** Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
- 4.0** Annexure-D- Additional Conditions of Contract.

COVER-A

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders RTGS/NEFT towards Tender document Fees, Bid Security and processing fees.
- ii) Authorization certificate in favour of the authorized representative for signing the tender.
- iii) General profile of tenderer as per annexure-I, undertaking towards acceptance of all terms & conditions of tender as per annexure-II, declaration towards banning/suspensions/GST as per annexure-III.
- iv) Registration details as per MSMED Act, 2006 as annexure-IV alongwith supporting documents.
- v) Details of taxes & duties offered in the price bid as per annexure-V.

COVER-B

- i) Check-list to technical specifications for the tendered water tender/Tata Truck Chassis as per annexure-VI.
- ii) Details of past experience as per annexure-VII alongwith supporting documents as per PQC mentioned at clause no. 7.0 .
- iii) Duly filled, sealed and signed copies of Annexure-A, B, C and D.
- v) Form-A & B.

COVER-C

Price Bid in **xls format. (BOQ).**

2.0 SUBMISSION & OPENING OF TENDERS:

The online submission of bids on the e-procurement portal i.e. <http://eproc.rajasthan.gov.in> within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/Bank Pay Orders/RTGS/NEFT details towards tender document fee/Bid Security/ Processing Fees offline to the office of GGM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders /RTGS/NEFT details towards tender

document fee/Bid Security/ Processing Fees to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

3.0 SPECIFICATIONS & QUANTITY:

Quantity- 2 Nos. (1 no. each for Kasnau Matasukh Lignite mines, Nagaur & Sonari Lignite Mines, Barmer. Technical Specifications of water tender are as details at Annexure-VI. Tenderer is requested to give point wise confirmation of same therein.

4.0 SCOPE OF WORK:

Fabrication of Water Tender having a water tank capacity of 3000 ltrs with heavy duty pump, monitor, fitted with all standard accessories for the use of Fire Fighting on Truck Chassis Tata LPT model 1012 W.B. 3900 MM including driver's cabin as per bureau of Indian Standard norms at our Kasnau Matasukh Lignite mines, Nagaur & Sonari Lignite Mines, Barmer with/without Chassis as per the specifications mentioned at annexure-VI.

Address of sites-

RSMML, Kasnau Matasukh Lignite Mines, Village – Matasukh, Teh. Jayal, District – Nagaur (Raj.)- 341030 about 40 kms from Nagaur Deedwana Road.

Sonari Lignite Mines, which is situated at 45 KM away from Barmer city. The routes to approach the Sonari mines is motorable single lane road & connects nearest point Harsani-fanta, located at a distance of 28 KM, which in turn is connected with Barmer by N.H.15 road at a distance of about 12 KM.

- a. In case of order for fabrication work with required Tata Chassis, tenderer will arrange to take this from local dealer. However, billing & other documents will be made in the name of RSMML
- b. The Tenderer will arrange at his cost to take delivery of the Truck chassis from Udaipur/Jaipur/Jodhpur or Showroom of chassis Manufacturer situated at place as designated by Supplier/RSMML.
- c. The Tenderer will arrange at his cost to deliver the fabricated Water Tender in good condition at our Kasnau Matasukh Lignite mines, Nagaur & Sonari Lignite Mines, Barmer
- d. The Tenderer will arrange at his cost the necessary transportation and the temporary registration certificate from RTO and allied jobs towards receipt and delivery of chassis as per a & b above. TRC of chassis/equipment upto the delivery of vehicle at mine sites will be under the scope of supplier.
- e. Safe custody and insurance of the truck chassis with tools etc. and the Fabricated Water Tender (Water Tender having 3000 ltrs capacity on truck chassis) during transit, during the period when it is in tenderer custody etc. covering all risks will be tenderer's responsibility.
- f. At the time of dispatch of fabricated water tender from supplier's works, RSMML will arrange the comprehensive insurance of fabricated Water tender. Supplier will provide all the required documents for the purpose.

- g. On receipt of fabricated water tender at our site, RSMML will get it registered with RTO. Tenderer will provide all the required documents required for registration of water tender with RTO at our end. Tenderer will provide TRC of at least one month period at the time of handing over the fabricated Water Tender at site.
- h. All minor rectifications incidental to fabrication jobs shall be carried out by the tenderer free of cost.
- i. Any additional major jobs to the specifications, if required, the same shall be done on the basis of mutually agreed terms.

5.0 INDEMNITY BOND TOWARDS SECURITY OF TRUCK CHASSIS:

In case of truck chassis provided by RSMML to tender, as security for the due, proper and faithful fulfillment of the obligations under the contract, the Tenderer will furnish to RSMML, an indemnity bond on non-judicial stamp paper of Rs. 100 towards safe custody of chassis to be provided for required fabrication work as per work order. The indemnity bond will require in the prescribed format of RSMML as per annexure-IX.

6.0 DELIVERY BASIS & DELIVERY PERIOD: On F.O.R. destination basis.

Tenderer should offer minimum possible work completion period for supply of offered items on f.o.r. destination basis which should not be more than 45 days. The period for Fabrication work will be reckoned from the date of delivery of Truck chassis to tenderer.

Incase the truck chassis is provided by RSMML, the tenderer will take the delivery of chassis within 5 days of intimation of same. Any delay by the bidder on this account will be counted in work completion period.

7.0 PRE-QUALIFICATION CRITERIA:

The Techno-commercial suitability of the offers will be ascertained on the basis of execution of two nos. orders of similar type of fabrication work on Truck Chassis Tata LPT model 1012 W.B. 3900 MM or equivalent or higher during the last three financial years 2021-22, 2022-23 & 2023-24. Tenderer is requested furnish copies of orders / performance certificates etc in this regard.

The decision of the company in this regard shall be final & binding and company will not enter into any correspondence/discussions. The Price bid offer (Part -II) of only those tenderers will be opened who are found to be techno-commercially qualified, and only such tenderers will be informed the date of opening of the Price Bid.

8.0 INSPECTION:

By the Consignee at the tenderer's works per clause no. 15.0 of annexure-VI or at site as per discretion of RSMML. The tenderer will provide all facilities (free of charge) required by the Inspector during inspection.

Before dispatch of the Fire Tender from the supplier's end, the Fire tender will be inspected by the designated official of RSMML in all respect.

9.0 CONSIGNEE :

Head & Incharge, SBU-PC(Lignite),
Or his authorized representative
Kasnau Matasukh Mines, Nagaur /Sonari Mines, Barmer

10.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **four months** from the schedule/extended date of opening of tender (Part-I), within the period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the bid security by the tenderer 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's calculated willful breach of the contract. The cost & consequence in such cases 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.

11.0 GUARANTEE/ WARRANTY:

The fabricated Water Tender should have the warranty of one year towards the fabricated water tender in all respect from the date of receipt & acceptance of fabricated Water tender at site.

Warranty of Tata Chassis will be as per norms of OEM.

The tenderer shall warrant that the fabricated body shall be free from all defects and faults in material, workmanship, manufacturing and shall be of the highest grade. The stores used will be consistent with the established recognized or stipulated standard materials of the type ordered and in full conformity with the specifications.

12.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) The tenderer shall deposit (interest free) a sum of **Rs. 1,60,000/- (Rupees One lakh Sixty Thousand only)** as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders / RTGS/NEFT payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 1500/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders /RTGS/NEFT only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque will not be accepted.

Demand Draft / Bankers Cheque/ Bank Pay Orders /RTGS/NEFT for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand

Draft / Bankers Cheque/ Bank Pay Orders / RTGS / NEFT details should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

- c) **The Bid Security shall be forfeited in case of :**
- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
 - 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 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 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 &/or 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 bid security against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh in case of re-tender.

Bid Security, Tender Document Fees & Processing Fees may also be furnished by the way of RTGS/NEFT in the account of RSMML in addition to other modes already prescribed in the relevant clauses of the tender document.

Our Bank Details are as under:

IDBI Bank,
Account No.:050102000002202
IFSC Code: IBKL0000050
Saheli Marg, Udaipur (Raj.) India

Note: Tenderes are requested to forward the UTR no. & other relevant details through email immediately after deposition of Tender Document fees & Processing Fees through RTGS/NEFT for verification at our end.

13.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee equal to 10 % of total value of contract in the form of Demand Draft /RTGS/NEFT 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 Jaipur, within 21 days from the date of PO on the stamp paper of appropriate value.

Security Deposit Cum Performance Guarantee” may also be furnished by the way of FDR in addition to existing methods mentioned in tender. FDR should be furnished as per provisions of RTPP Rule 75(3)(e), as below-

"Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit".

- ii) The security cum performance guarantee should be valid for a period of 6 month in excess of the warranty period.
- iii) 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.
- iv) 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 un-satisfactory performance or non fulfillment of any of the conditions of the tender/ contract.
- v) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- vi) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vii) 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.
- viii) 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 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.
- ix) S.D. should be send to the office of GGM(MM), CO, Udaipur.

14.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided, if sought by the bidder alongwith supporting documents-
 - i) Tender document fees will be taken @50% of the prescribed total value of Tender document fees.
 - ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they

can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.

iii) Security Deposit will be taken @ 0.5% of the total value of order.

- (B) 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 and performance Security, however, they have to give declaration towards these as per Annexure- X and Annexure-XI.

15.0 PURCHASE PREFERENCE TO MSME FIRMS:

The purchase preference will be given to MSMEs firms of Rajasthan as per notifications issued by Finance Department, GoR. For availing the purchase preference, bidder has to furnish declaration/certificate as per Form-A & B annexed.

16.0 RSMML's RIGHT:

The Company reserves the following rights at its sole discretion without assigning any reason thereof:

- a) Not to accept any offer or reject any or all the offers.
- b) To accept a tender either for the total scope of work or part thereof
- c) To cancel the tender, postpone it for another date, change the venue of the receipt/ opening of the tender.
- d) To award fabrication work of water tender with or without the scope of supply of Tata Chassis by tenderer.
- e) To reject the offer, if it is established that the tenderer has submitted any wrong & misleading information/ forged document along with offer or thereafter.
- f) To accept/ reject the offered items on technical ground if not found as per company's requirement.
- g) To split/divide the work in to more than one tenderer.

17.0 RATES:

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- a) **Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal. Further, tenderers are advised to recheck the filled prices of each item to its correctness before uploading the BoQ on portal. RSMML will not entertain any claim on this account at any point of time.**

Prices are to be quoted as below-

- a) **In row no. 1 of BOQ:** Prices are to be quoted for fabrication work of Water Tender for complete scope of work and specifications as per tender inclusive of TRC of Chassis & equipment, Insurance during custody of chassis & fabrication work at bidders works and all other activities as per tender including accessories on f.o.c. basis as per clause no. 18.0 of Annexure-VI.

- b) **In row no. 2 of BOQ:** Prices are to be quoted for Truck Chassis Tata LPT model 1012 W.B. 3900 MM inclusive of Transit insurance of chassis, TRC etc. from the showroom of Tata to works of bidder.
- ii) The quoted price will remain firm and fixed till complete execution of contract. The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc.
 - iii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
 - iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of ordered store must be stated specifically. Applicable GST on Transportation, Insurance & any other charges, if applicable should also be considered & offered while filling GST charges (IGST/CGST/SGST) in BOQ. 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) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
 - vi) In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier is liable to pay all such dues to the company, failing which RSMML is free to deduct /recover/ retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
 - vii) The bidder shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
 - viii) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

18.0 PRICE VARIATION:

- i) The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government will be considered on production of documentary proof.
- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

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

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, 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.

20.0 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:

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. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in 'Annexure- II'. **Deviations mentioned anywhere else in the offer shall not be considered without any consequences.**

- i) Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- ii) Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.

21.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:

- a) The lowest tenderer for evaluation purpose shall be determined on the basis of total landed cost for complete scope of work including the price of fabrication work & Tata Chassis except GST (CGST/SGST/IGST) up to the destination.
- b) In case RSMML decides to provide chassis to tenderer and if there is any change in status of lowest bidder due to this effect, then, suitable rationalization of prices for fabrication work will be done with L-1 bidder determined as per point no. a, above.
- c) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-tender, or company may take any other suitable action as deemed fit looking to the exigency of the work i.e. counter method etc.
- d) Online comparative chart may not necessarily be generated and if generated, it may not be treated as final because of method of determination of lowest tenderer as per clause 19.0 (a) above.

d) NEGOTIATIONS:

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

then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

22.0 COMPENSATION FOR DELAYED DELIVERY:

In the event supplier fails to deliver the equipment as per delivery period in full/part within the delivery date as per the delivery schedule, 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 the undelivered stores,
 - b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be
- OR**
- c) to cancel the contract.

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

23.0 TERMS OF PAYMENT & PAYING AUTHORITY:

i) For Truck Chassis-

In case of arranging truck chassis by the tenderer on behalf of RSMML, RSMML will reimburse the invoice value of truck chassis to tenderer on receipt of indemnity bond from the fabricator for the same as per annexure-X.

ii) For Fabrication work-

- a) 90% payment within 30 days of receipt and acceptance of fabricated equipment at sites. The balance 10% payment within 30 days thereafter after registration of water tender with RTO.
- b) In case of any dispute, joint inspection will be made by the Consignee, his decision will be final and binding to the tenderer.
- c) **PAYING AUTHORITY** : The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority:

Financial Adviser ,
Rajasthan State Mines & Minerals Ltd. ,
4-Meera Marg, Udaipur-313001.

- d) Payment will be made through RTGS/NEFT.

24.0 RSMML's OWNERSHIP AND LIEN:

RSMML will have the ownership of Truck chassis and the Fabricated body and the tenderer will not claim their ownership on any grounds/circumstances.

RSMML shall at all times have lien on all or any money that may be due or become due and/or payable under the contract and / or deposit or security amount or amount to made under tender conditions or in respect of any debit or sum that may become payable to RSMML by the tenderer either alone or jointly with another and either under this or any contract or transactions of any nature whatsoever between the tenderer and RSMML.

25.0 IF CONTRACTOR EXPIRES :

During the subsistence of the contract, if the tenderer or partners of tenderers firm expires, the fulfillment of the terms of the contract of the contract shall be binding on the Legal Heirs and /or on all remaining partners of a partnership firms of the contractor.

26.0 COMPLIANCE OF RULES/GUIDELINES OF MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE (MOEFCC).

The Bidder will ensure compliance of the rules / guidelines of Plastic Waste Management (Amendment) Rules, 2021 and its amendments from time to time as indicated in gazette notifications of the Ministry of Environment, Forest and Climate Change (MoEFCC), Government of India & Rajasthan State Pollution Control Board (RSPCB), wherever applicable.

27.0 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 tenderer, 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 tenderer of the liabilities accruing till the date of such termination.
- b) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 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 tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

28.0 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.

29.0 JURISDICTION:

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(L.S. Sardalia)
Group General Manager (MM)

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

Signature of Tenderer with official stamps

Place & Date:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25
GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer: Telephone No.: Fax No.: e-mail address :			
2	Date of establishment.			
3	Whether Proprietor/ Partnership/ Company (Enclose copy of document)			
4	Name of owner/partners Directors with full address.			
5	Name of the Offered Product			
6	Annual turnovers in rupees for last three years.	2021-22	2022-23	2023-24
7	PAN No.			
8	GSTIN No.			
9	Applicable HSN Code for tendered work			
10	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			

11	Banker details: Name Branch No. Address	
12	Bank Account No.	
13	Type of A/c : Saving / Current/CC/ any other	
14	IFSC code	
15	Place of Showroom from where supplier will take the delivery of chassis.	
16	Details of infra-structural facilities available for fabrication work.	
17	Details of ownership of established works with details of machine & hand tools, tackles etc.	
18	Any other important information related to the tender requirement.	
19	Offered work completion period for fabrication of equipment from the date of taking of delivery of chassis which should not be more than 45 days.	

Date & Place:

Signature of tenderer with official stamp

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

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.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.

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

Signature of tenderer with official stamp

Date:
Place:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING/GST

Name of the Tenderer: _____

- (i) We hereby declare that we have not been banned/suspended or de-listed by RSMML or any other procuring entity in past.
- (ii) We undertake that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

Signature of Tenderer with official stamp

Place:

Date:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

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

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 under MSME having entrepreneurship no.....**

Signature of tenderer with official stamp

Date:
Place:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

Particulars	% Rate considered in price bid
CGST @	Truck Chassis @.....% Fabrication work- @.....%
SGST @	Truck Chassis @.....% Fabrication work- @.....%
IGST @	Truck Chassis @.....% Fabrication work- @.....%

Signature of tenderer with official stamp

Date:
Place:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25**CHECK LIST TO SCOPE OF WORK, TECHNICAL SPECIFICATIONS FOR FABRICATION OF WATER TENDER**

Name of Tenderer _____

Description	<u>Please tick against each point towards acceptance of same</u>		
<p>SCOPE: The Fire tender shall be fabricated with the best material and workmanship, ensuring effective and efficient operation of the Tender. All wiring will be properly fixed in position and will be protected against Heat, oil and physical damage. Wherever necessary, wiring will pass through conduit/sleeves. All the important electrical circuits will have separate fuses suitably indicated and grouped in a common fuse box located in an easily accessible position. Drag hook or eye of adequate strength and design will be provided at the rear and front of chassis.</p> <p>1 GENERAL REQUIREMENTS :</p> <p>1. Chasis:-Truck Chassis should meet the following criteria:-</p> <p>Make : TATA LPT cabin & chassis model 1012 Cabin : Standard factory built day cabin Wheel Base : 3900 mm Steering : Power steering</p>			
<p>Crew cabin- Suitable crew cabin shall be fabricated behind the pre-fabricated cabin supplied with truck chassis to accommodate 3-4 persons. The design of the cab shall be such that it affords max. possible vision. Two hinged door shall be provided on both side of the appliance for easy access to crew. All doors shall open outward and hung forward. The locking arrangement shall be with double catch striking plate. Non slip step and grab rails coated with plastic/ suitable handle shall be provided to assist the driver and crew to get in and out. All the seats shall be fitted with 100mm thick foam cushion. All windows shall have safety glasses and all glasses be fitted with winding type regulator. Two number sun visors shall be provided one on each side. The construction of cab shall be such that the roof shall support the weight of two men without damage.</p>			
<p>2 PUMP:</p> <p>2.1 A high-cum-low pressure light alloy/gunmetal pump shall be fitted at the rear of the appliance capable of delivering as under:</p> <table border="1" data-bbox="193 1823 1102 1912"> <tr> <td>Min 1800Lts/min at 7 kg/cm² (Normal pressure)</td> </tr> <tr> <td>Min 250 Lts/min at 30 kg/cm² (High pressure)</td> </tr> </table> <p>The low-pressure side will be of double stage and the high pressure side also with single stage having regenerative type impeller. The pump shall be of reputed make only with an OEM's certificate of latest manufacturing.</p>	Min 1800Lts/min at 7 kg/cm ² (Normal pressure)	Min 250 Lts/min at 30 kg/cm ² (High pressure)	
Min 1800Lts/min at 7 kg/cm ² (Normal pressure)			
Min 250 Lts/min at 30 kg/cm ² (High pressure)			

3 POWER TAKES OFF:

The P.T.O. shall be Heavy duty type of suitable ratio capable of transmitting the full torque of the engine in first gear. The lever for engaging the P.T.O. shall be provided in the Driver's cabin with proper locking arrangements. The PTO shall be mounted on heavy duty cross members and support brackets between the longitudinal members of the chassis frame. Means shall be provided to check the oil level in the PTO and suitable drain plug shall be provided at the bottom. A cooling coil made of copper tubes shall be provided inside the PTO at the bottom to prevent the oil of the PTO from heating. The PTO shall be VAS or equivalent make only. Proof/certificate from OEM of supplying new PTO to be submitted at the time of inspection.

4 WATER TANK :

The capacity shall be of 3000 Liters. The tank body and baffles shall be of minimum 5 mm thick MS plates confirming of IS:2062. The sides of the tank shall have DIE PRESSED reinforced webs for better strength and rigidity. The design of the tank should be such that the complete width of the vehicle is utilised and the heights of the tank is to be kept as low as possible for better stability.

- 4.1A tank of required capacity constructed out of Mild Steel treated for anti-corrosion shall be suitably mounted on the chassis in a manner keeping in view the proper load distribution on the axles.
- 4.2 A full length runner from behind the driver cabin till end of chassis frame shall be provided and made out of M.S. channel of 100x50x5mmsuitably fixed to the chassis, frame with 6 mm thick M.S. plate and bolted to chassis frame wherever holes are available in the chassis frame and also with 5/8" 'U' bolts and nuts shall be unlock nuts only.**
- 4.3 The tank shall be suitable baffled with minimum 2 Nos of baffles of 5mm thick MS plates fitted longitudinally and 1 Nos baffles fitted transversely to prevent surge when the vehicle is breaking, cornering or accelerating.
- 4.4 The baffles shall be arranged in a manner to facilitate the passage of a man throughout the tank for cleaning purpose.
- 4.5 The tank shall be mounted on minimum three cross members to counteract the stresses caused by chassis flexion and shall be so secured that it can be easily removed. The water tank shall be provided in six chairs, three on either side for mounting the tank on the runner and chassis frame.
- 4.6 The water tank shall be fixed to the chassis frame and runner with 'U' clamps and aluminium packing block and self-locking nuts.
- 4.7 Suitable eyes shall be provided on the shell of the tank to enable it to be lifted from the vehicle for repairs/replacement as and when required.
- 4.8 The tank shall be fitted with a 50 mm bore overflow pipe. Two 63 mm instantaneous hydrant connection, incorporating a strainer with NRV, shall be provided close to the pump control panel for filling the tank through 75 mm bore pipe. Minimum

100 mm bore pipe line shall be taken from the tank to the suction inlet of the pump incorporating minimum 100 mm internal dia butterfly type valve. Drain valve shall be provided at the bottom of the tank.

- 4.9 The MS plates used for the tank shall be given adequate anti-corrosive treatment of epoxy coating consisting of one coat of primer with two coats of finish after preparing the surface. The open end of the overflow pipe should be taken down to a point well below the chassis without affecting the effective ground clearance when fully loaded and shall discharge away from the wheels.
- 4.10 Visual level gauge of the glass/acrylic tube shall be provided at the control panel calibrated 1/4, 1/2, 3/4 and full (preferably calibrated in liters).
- 4.11 The tank shall have a bolted manhole of 60 cm dia minimum and should have a gun metal threaded ring and gun metal cap of 30 cm dia for filling the water tank from the top. The manhole cover shall be made from 5 mm thick M.S. plate and epoxy coated from inside and outside. A cleaning hole of at least 25 cm dia shall also be provided at the bottom.
- 4.12 The tank shall be connected with the pump and hose reel and valve(s) shall be provided in such a way that any of the following operations are possible:
- Hydrant – tank,
 - Hydrant – reel,
 - Tank – pump – high and low pressure hose reels,
 - Hydrant - pump – low pressure hose reel, and
 - Tank – pump – Monitor (foam/water)
 - Off.

5 DELIVERY OUTLETS:

There shall be 2 Nos delivery outlets having standard GM inst. Female coupling with screw down type delivery valves with blank caps. It will have twist type lugs made of gunmetal.

6 HOSE REEL

One normal pressure hose reel to facilitate operation of the high pressure section of the Fire Pump shall be provided and mounted so as to be accessible for use from either side of the appliance. The hose should be prevented from kinking. The hose shall be light weight PVC nylon braided hose and the working pressure of hose shall not be less than 10 Kg/cm² without affecting discharge pattern.

7. WATER/FOAM MONITOR

One Water cum Foam self-aspirating type monitor preferably be non-welded type (seamless) provided on the top at suitable location, with cap of min. 1800 LPM of water @ 7Kg/cm² or suitable to offered pump capacity. The monitor shall be capable of traversing through 360° in horizontal plane, +75° and 15° in vertical plane with discharge range of 70MM (water). A suitable pick up tube of min. 5 mtrs long with perforate piercing tube shall be provided along with the monitor.

8. COOLING SYSTEM:

An indirect system of open circuit type for PTO.

9. CONTROL PANEL:

9.1 Adequately illuminated control panel shall be provided near the pump.

9.2 The control panel(s) shall include the following:

- a) Throttle for engine;
- b) Pressure gauge – 0 to 17.5 kg/cm²; for low pressure (glycerine filled)
Pressure gauge – 0 to 50 kg/cm²; for high pressure (glycerine filled)
- c) Compound gauge (glycerine filled) calibrated as under:
Vacuum – 0 to 75 cm Hg, preferable in black
Pressure – 0 to 15 Kg/cm², preferably in black
- d) Primer control for exhaust primer
- e) Temperature gauge and glow lamp for lubricating system
- f) Water tank valve
- g) Monitor valve
- h) Delivery valves
- i) Suction inlet
- j) Hose reel valves
- k) Water level indicator

10. BODY WORK AND STOWAGE:

- 10.1 The rear body shall be fabricated in continuation and in line. The under frame cross members shall be fabricated from the rolled M.S. channel of 75 x 40 x 5 mm size.
- 10.2 The MS runner of 100 x 50 x 5 mm size shall be provided over the full length of the chassis member for the uniform distribution of load over the chassis.
- 10.3 Each cross members shall be secured to the chassis frame by 16mm dia 'U' Bolts with aluminium packing block and self locking unit.
- 10.4 Balata packing of thickness 6 mm shall be provided in between the chassis frame and across members.
- 10.5 The structure/framework shall be of welded constructions and made from 2 mm thick MS pressed sections and square tubes. The Angles and channels used shall be of min. 2 mm thickness. The complete structure material shall be treated for anti corrosion by ZINC PLATING. The plating thickness shall not be less than 20 microns. Two coats of Epoxy paint shall be applied the completely welded structure.
The structure shall be so designed so as to avoid any vibration/ratting/deformation in the intended usage of the vehicle.

10.6 The details of super structure are as follows:-

- a. Under frame cross members : 75 x 40 x 5mm (Min.)**
- b. Floor longitudinal members : 100 x 50 x 5mm (Min.)**

- ❖ The lockers should be of composite construction with sufficient rigidity and reinforcement and shall be kept as light as possible.
- ❖ The interior panelling shall be done from 1.22mm thick Aluminium sheets & the exterior panelling shall be done from 1.60mm thick Aluminium sheets.
- ❖ Sufficient number of Lockers with suitable partitions shall be provided on both sides of the vehicle for secure stowage of all equipment given in annexure. One through and through locker shall be provided immediately behind the drivers cab. All space available below the chassis frame level shall be utilized by providing lockers with proper doors. These doors shall be fitted with suitable chains and hooks on both sides so that the same can be used as foot board.
- ❖ All lockers shall be provided with internal automatic lighting arrangement with the master switch in the cab.
- ❖ All lockers above chassis floor shall be covered with Door.
- ❖ Suitable storage space shall be provided to store four 2.5-m lengths of suction hoses with coupling at convenient location.
- ❖ **SPECIAL PROVISION FOR STOWAGE OF EQUIPMENTS:**
For all hoses fittings like branch pipes etc. quick releases type couplings are provide which enables the operator to locate the desired equipment instantly and thereby save valuable time at the time of fire. These couplings also ensure that none of the items damage the internal paneling & thereby increase the life of the vehicle. Suitable clamps, brackets, holders etc. are provided for all other items.

11 MISCELLANEOUS

- a) A suitable bumper shall be provided at the rear rigidly fixed to the super structural members by means of nuts and bolts which is supplied along with the chassis.
- b) Two cat ladders made out of S.S. round or square pipe of 25 mm dia shall be provide.
- c) 2nos. of 25mm dia Stainless Steel pipe railing shall be provide to the rear body over the deck.
- d) A heavy duty-towing hook shall be provided and fitted the rear bumper by means of nuts and bolts.

12 ELECTRICAL SYSTEM:

- 12.1 All the important electrical circuit shall have separated fuses suitably indicated and shall be grouped in to a common fuse box located at an accessible position. The wiring shall be single pole with negative earth.
- 12.2 The suitable size wire shall be selected for different circuits considering the current consumption for the circuit.
- 12.3 Electrical siren of 1.6 Km range 12/24 volts D.S. shall be provided and fitted as suitable place with two controlling push buttons on one officer side and another Driver side.
- 12.4 The other lights, pump cabin light, locker lights shall be of reputed make.
- 12.5 All the controlling switches of lights on dashboard shall be of reputed make.
- 12.6 Two fog lamps of approved make shall be provided and fitted on front bumper with controlling switch on dashboard.
- 12.7 Hooter cum Light Bar with P.A. system shall be provided with a speaker mounted on the top of Driver's cabin with Rexene cover. The output shall be 25 watt.
- 12.8 Adjustable spot light, mounted in a convenient position to give flood or beam of light at the rear of driver cabin shall be provided.

13. PAINTING

- 13.1 The complete structure material shall be treated for anti corrosion by epoxy Coating. The plating thickness shall not be less than 20 microns. Two coats of Epoxy paint shall be applied the completely welded structure.
- 13.2 The complete external and internal aluminium panelling of driver cum crew cabin and rear body shall be painted with two coats of Zinc Chromate paint.
- 13.3 The complete exterior of the vehicle shall be painted with two finish coats of "POST OFFICE RED" polyurethane paint manufactured by ICI Dulux/Nerolac/Dupont.
- 13.4 The internal painting of cabin lockers etc shall be done with two coats of Grey Synthetic enamel paint made by ICI Dulux/Nerolac/Depont.
- 13.5 The name of the organisation shall be painted on both side of vehicle in latter of suitable size in golden yellow paint with black color shading.
- 13.6 The "EMBLEM" the department shall be painted on both sides of vehicle in natural colors at suitable place.

14. LADDER WITH FALLOWS:

An aluminium extension ladder of 10.5 meters, Double Extension type, shall be provided with the vehicle and mounted on suitable ladder gallows.

The design of the gallows shall be such that the ladder can be released without difficulty from a reasonable accessible position. Means shall be provided for locking the ladder when stowed.

Ordinary extendable ladder will not be accepted.

15.0 ACCEPTANCE TEST:	
	The following test shall be carried out before accepting the vehicle. These shall be carried out at the manufacture works. All material required during the acceptance test will be provided by the manufacturer.
15.1	The front axle, rear axle and total weight of the loaded appliance shall be checked and the same should not exceed the manufacturer specifications.
15.2	The pump shall be run for a period of 4 hours non-stop to check the rated output at varying pressure as per clause 5.1. The engine shall show no sign of distress during the test.
15.3	PRIMER TEST: The priming system shall be tested for the requirement as laid down specifications. This shall be carried out immediately the pump out put test. The water tank shall be tested as laid down in specifications.
16.0 MANUFACTURE GUARANTEE CERTIFICATE	
16.1	The manufacturer shall furnish a guarantee for the material, workmanship and performance of the appliance for a period of one year from the date of receipt of equipment.
16.2	The manufacturer shall be responsible for replacing any part which may become unserviceable during the above period due to substandard material/bad workmanship free of all charges.
17.0 NOTE	
	The manufacturer may take note of the following points before submitting the tender documents.
17.1	Tenderer shall submit three sets of drawings showing plan, section & elevation along with load distribution diagram with the appliance fully loaded with their offer. All material specification and quantity shall also be supplied along with the offer. Successful vendor shall start the fabrication only after getting the approved drawing without these the technical bid will not be considered and stand rejected.
17.2	The fabricated vehicle shall meet all the regulation with respect to motor vehicle act/ RTO regulation enforce and in no case exceed the manufacturer specification w.r.t. chassis.
17.3	The pump shall be coupled to the prime mover of the chassis through a suitable PTO capable of transferring full torque of the engine. A control lever for engaging and disengaging the pump with suitable locking device shall be provided in driver's cab. The fabricator shall submit proof of purchasing a brand new PTO unit.

18.0 The following accessories shall be provided with each fire tender on free of cost (f.o.c) basis-

S. No	Description	Qty.
1.	100mm PVC/Rubber Suction Hose in 2.5 mtrs length with 100 mm suction hose GM couplings as per IS:1049- 1983	4 Nos.
2.	Suction collecting head – 100 mm suction inlet, GM2 way as per IS:904:1983	1 No
3.	Suction strainer for 100 mm suction hose brass as per IS:907:1984	1 No
4.	Suction Wrenches for 10 mm suction hose coupling as per IS:4643:1984	2 Nos.
5.	Rubber gloves as per IS 4770-1991 5000 Volts	2 Pair
6.	Leather gloves IS:6994-1977 Part I	2 Pair
7.	Axe large as per IS:963:1963	2 Nos
8.	Pick axe as per IS:703:1968	1 No
9.	Branch pipe GM 63 mm male inlet as per IS:903/1993	1 No
10.	Delivery Hose 63 mm dia confirming to IS:636-1988 Type B in 15 Mtrs length with Stainless Steel male and female couplings. The hose and the couplings should be ISI marked.	10 Nos.

Place & Date:

Signature of Tenderer with official stamp

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25**Details of order(s) executed as per pre-qualification criteria of tender**

S. No.	Name & Address of party	Order No. & Date	No. of water tenders fabricated	Total value	Remarks
1					
2					
3					
4					
5					
6					
7					

Note- Please enclose copies of orders/ performance certificates in support of above as per Pre- Qualification Criteria at clause no. 7.0 of tender.

Signature with office seal of the Tenderer

Place :

Date

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G. _____ Dated _____

Contact details of BG issuing Banker :

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

Contact details of Banker's local branch at Udaipur :

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

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 surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

_____ (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall 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 only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

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 _____ 2024.

Annexure-X

INDEMNITY BOND (To be executed on non-judicial stamp paper of Rs. 100/-)

By this INDEMNITY BOND, we M/s. _____, a company incorporated under the Companies Act 1956/ a Partnership Firm/a Proprietary concern having its Registered Office at _____ which includes its heirs successors and assigns (hereinafter called the 'Contractor') held and firmly bound ourselves unto M/s. RAJASTHAN STATE MINES & MINERALS LIMITED (A Govt. of Rajasthan Enterprise), 4-Meera Marg, Udaipur – 313001 (hereinafter referred to as Owner (RSMML) in the sum of Rs. _____ (Rupees _____) to be paid to the said owner or its successors, administrators, legal representatives or assigns for which payment is to be truly and faithfully made, we bind ourselves, and also heirs, administrators, or assigns jointly and severally by these presents.

Sealed with our Seal this _____ day of _____ 2024.

Whereas the Owner (RSMML) Floated one tender notice, bearing e_Tender no. RSMML/CO/MM/NIT-03/24-25 dtd 21.06.2024 for Fabrication of Water Tender having 3000 ltrs capacity on Truck Chassis against which we submitted our tender documents and became successful and consequently order bearing No. RMMM/CO/MM/P- /24-25 dtd2024_____ was issued by the Owner (RSMML) in our favour.

AND WHEREAS, WE M/s. _____, the contractor have accepted the said Fabrication job , particularly mentioned in the above said order and on terms and conditions and scope of work mentioned in said contract/order.

AND WHEREAS, the said Order, among the other things provided that the indemnity bond is to be executed by ourselves in favour of the Owner (RSMML) in order to indemnify and keep indemnified the owner (RSMML) , its heirs, executors, administrators, legal representatives for all such losses or damages, cost, charges or expenses whatsoever which the owner (RSMML) may be put to or reasonably suffer due to such loss or damages of the material from the period commencing from taking over the materials for Fabrication of water tender till the delivery to the owner (RSMML).

In terms of the said contract/order the contractor would carry out Fabrication job at their business premises/workshop located at _____ and deliver the complete fabricated vehicle to Owner (RSMML) after completing the jobs as per scope of work mentioned in the contract/order dated _____. Accordingly, the contractor has requested Owner (RSMML) and Owner (RSMML) has agreed to hand over the Chassis, model _____ at the premises of _____ at delivery point for undertaking the said Fabrication of water tender as per MV rules and regulations.

By this bond of Indemnity, we M/s. _____, the 'contractor' aforementioned, undertake to keep the Chassis (model _____) safe and against all harm as bailee at the above premises, or in transit to and from the premises of Owner (RSMML) , and return the same to Owner (RSMML) after completion of Fabrication of water tender as per the scope of work in the contract/order. The Chassis will continue to be

property of Owner (RSMML) and Owner (RSMML) have the right to take the said Chassis back from us with prior notice for default/delay in work or any other deficiency in performance of the contract, or any other contingency arising out of which the contractual agreement or for any purpose whatsoever, and we undertake to hand over the fabricated vehicle promptly and without demur and during the period of Chassis remain in our custody, the authorized representative of Owner(RSMML) would be allowed to inspect the ongoing job/from time to time as and when required.

We undertake not to sub-contract the job to any other party or remove the said Chassis to any other premises without the prior concurrence in writing of Owner (RSMML).

As soon as the job is completed as per the scope of work in the contract/order, we shall intimate Owner (RSMML) and voluntarily handover the said Complete fabricated vehicle which shall be the property of Owner (RSMML).

We M/s. _____ bind ourselves to indemnify Owner (RSMML) against loss or damage of Chassis (_____) upto a sum of Rs. _____ (Rupees _____ only) , and the assessment of the loss/damage in this regard by Owner (RSMML) shall be final and binding on us.

This Indemnity Bond will be binding on us and our heirs, successors and assigns.

NOW, the condition of the Indemnity Bond is such that if we, M/s. _____ after Fabrication of water tender shall deliver the same in good condition to the owner (RSMML) at RSMML, Kasnau Matasukh Lignite mines, Nagaur & Sonari Lignite Mines, Barmer (Rajasthan) and satisfy themselves in all respect, THEN , in such an event the above written bond shall be void, but otherwise it shall remain in full force and virtue.

Schedule of the materials

Fabrication of Water Tender having 3000 ltrs capacity On truck chassis TATA LPT 1012 TRUCK CHASSIS 3900 mm Wheel base.

IN WITNESS WHEREOF, WE, M/s. _____ have put our seal and signature(s) on this Indemnity Bond in the presence of the following witness.

Full signature of the Tenderer

Witness:

1. Full name, signature with address
2. Full name, signature with address

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

FORMAT OF BID-SECURING DECLARATION

**(to be typed on non judicial stamp paper of valuing Rs. 50/-)
(Applicable only for the bidders fall in the category of bidders as per clause
no. 14.0 (B) of tender**

Date:

Bid No.:

Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

**FORMAT OF DECLARATION IN LIEU OF SECURITY DEPOSIT CUM
PERFORMANCE GUARANTEE IN CASE OF AWARD OF CONTRACT**

To: RSMML

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for above mentioned tender.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the suitable time if we are in breach of any of our performance obligation under the conditions of the Contract. We further understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signature of tenderer with official stamp

Date:

Place:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

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.

- 1) 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.

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

Annexure B: Declaration by the Bidder regarding qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our 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:

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

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 :

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25
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.

e TENDER NO. RSMM/CO/MM/NIT-03/2024-25

Form A
(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,
The General Manager
DIC, District

1. Name of Applicant with Post:
2. Permanent Address:
3. Contact Details:
 - a. Telephone No.:
 - b. Mobile No.:
 - c. Fax No.:
 - d. Email Address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum:
(enclose photo copy):
8. Products which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum availed:
9. Products which are at present being produced by the enterprise:
10. Products for which purchase preference has been applied for:
11. Production capacity as per Capacity Assessment Certificate (enclose photocopy of Capacity Assessment Certificate):

Serial No.	Product	Product Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed:

Serial No.	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

13. List of Testing Equipments installed:

Serial No.	Name of Testing Equipments	Quantity	Value
1			
2			
3			
4			

14. Benefits availed in last financial year and current financial year:

a. Benefits depositing Bid Security and Performance Security:

Last Financial Year			Current Financial Year	
Department	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date

Signature
(Name of the applicant
along with seal of post)

Office of the District Industries Centre _____

CERTIFICATE

File No. _____

Date _____

It is certified that M/s _____ was inspected by _____ on dated _____ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Purchase Preference under this notification.

The certificate is valid for one year from the date of its issue.

Office Seal Signature

(Full Name of the Officer)
General Manager
District Industries Centre
Rubber Seal/Stamp

Enclosure-
(1) Application
(2)
(3)

Format of Affidavit

IS/oAged Yrs. residing at
..... Proprietor/Partner/Director of M/s
..... do hereby solemnly affirm and declare that :

(a) My/Our above noted enterprise M/s has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center The acknowledgement No. is dated and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____

Signature of
Proprietor/ Director Authorized Signatory
with Rubber Stamp and date