

Registered Office C89-90, Lal Kothi Scheme, Janpath Jaipur (Rajasthan)India

Ph.:+91-1410-2743734. 2743934

Fax: +91-141-2743735

CIN No.: U14109RJ1949SGC000505

PAN No: AAACR7857H GSTIN No. 08AAACR7857 H1Z0 Corporate Office 4, Meera Marg, Udaipur – 313 001 Ph.:-91-294-2428768,2428763-67 Fax:+91-294-24287,2428739

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

website: www.rsmm.com

TENDER DOCUMENT

TO

e_TENDER NO. RSMM _CO_MM_NIT_15_2024-25 Dated 29.01.2025

e- TENDERS ARE INVITED FOR SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 100 MT CAPACITY, 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT GIRAL LIGNITE MINES, BARMER (RAJ.) AND IT'S AMC FOR SEVEN YEARS.

s.n.	Description	Date	Time	
1	Bid Submission Start Date	06.02.2025	10.00 a.m.	
2	Bid Submission Closing Date	19.02.2025	6.00 p.m.	
3	Techno-Commercial Bid Opening Date	20.02.2025	3.00 p.m.	
4	Submission Tender Document Fee, Processing Fees and Bid Security as per tender provisions	19.02.2025	Up to 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. 500/- in favour of "MD RISL" payable at Jaipur		
10	Bid Security		favour of "Rajasthan Minerals Limited" ur	



(A Govt. of Rajasthan Enterprise)

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NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from manufacturer/their authorized dealers for following-

Description	Qty.
	One No.

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

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

e_TENDER NO. RSMM _CO_MM_NIT_15_2024-25 FOR SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 100 MT CAPACITY, 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AND IT'S AMC FOR SEVEN YEARS AT GIRAL LIGNITE MINES, BARMER (RAJ.).

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/Licences.	
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-a, b, c, d & e	Check-list to technical specification and scope of work and other related details/drawings.	
Annexure-VII	Declaration by tenderer.	
Annexure- VIII	Details of Past Experience.	
Annexure- IX	Format of B.G. for Security Deposit.	
Annexure- X	Format of Bid security declaration.	
Annexure- XI	Format of Performance security declaration.	
Annexure- XII	List of Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954.	
Annexure- XIII	Format of Undertaking for B.G.	
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.	

SECTION -I

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 up to 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 up to 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 up to 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 onhttp://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 technocommercial 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:
 - i) Annexure-A- Compliance with the Code of Integrity and No Conflict of
 - **ii)** Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form
 - iv) 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) Authorisation in favour of a person signing tender document.
- iii) General profile of tenderer as per annexure-I, undertaking towards acceptance of all terms & conditions of tender as per annexure-II and Undertaking towards non suspension/non banning/GST as per annexure-III.
- iv) Registration details as per MSMED Act, 2006 as per annexure-IV.
- v) Details of taxes & duties offered in price bid as per annexure-V.
- vi) Details of the offices from where after sales services will be provided by the manufacturer/bidder at site. In case the tenderer proposes to develop any additional sales service center at Barmer, those also be detailed.

COVER-B

- vii) Check-list to technical specifications, civil work etc. of offered weighbridge & other details as per annexure-VI, a, b, c, d & e.
- viii) Declaration as per annexure-VII. In case of participation by authorized/accredited dealer on behalf of their manufacturer, the dealer has to furnish authorization/accreditation certificate of the manufacturer in his favor to participate against this tender on their behalf.
- ix) Details as per annexure-VIII along with copies of PO/performance certificate for supply & installation of 100 MT capacity weigh bridge or higher capacity as per pre-qualification criteria of tender clause no. 9.0.
- x) Detailed specifications and illustrated catalogue and specific technical information about the offered equipment along with general arrangement drawing, plan of foundation, other required drawings etc.
- xi) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.
- xii) Form A and B.

COVER-C

Price Bid in xls format.

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 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 months from the date of opening of tender (Part-I), within which 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 deposited 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 (LOA/PO) by RSMML, fails to execute the contract as per the conditions therein, 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.

4.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) The tenderer shall deposit (interest free) a sum of **Rs. 90,000/- (Rupees Ninety 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. 500/- 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 along with 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 incase 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.

5.0 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 (For Supply, Installation, Commissioning of weighbridge) and equal to 5 % of the total value of AMC in the form of Demand Draft/RTGS/NEFT or in the form of Bank Guarantee in RSMML Performa by public Sector Banks and Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954 as per list enclosed at annexure-XII having its Branch at Udaipur, within 21 days from the date of PO on the stamp paper of appropriate value. An undertaking as per annexure-XIII will also be submitted along with the B.G.

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 deposit for Supply, Installation and Commissioning of weighbridge should be valid for a period of 6 months in excess of warranty period + work completion period. SD for annual maintenance contract of weighbridge (AMC) should be valid for a period of 6 months in excess of AMC period of 7 years + one year warranty period + work completion 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 sent to the office of GGM (MM), CO for Supply, Installation & Commissioning of weighbridge and to GGM(SBU-Lig.), Jaipur for annual maintenance contract of weighbridge.

6.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR:

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State of 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 along with 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.
- (C) Except above, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

7.0 SCOPE OF WORK, SPECIFICATIONS & QUANTITY:

i) Specification and scope of work for Supply, Installation, Commissioning & Testing of pit less type fully electronic lorry weighbridge of 100 MT capacity, 18x3 platform size at Giral Lignite Mines and it's AMC for seven years. The detailed technical details of the weighbridge are mentioned as Annexure- VI, a, b, c, d & e.

Note: Tenderers are advised to visit site to witness exact location of installation of Weigh Bridge, soil conditions, facilities available etc. Address of site- RSMML, Giral Lignite Mines, District - Barmer (Raj.)- 341030. Site is about about 40 kms from . No claim on this account will be entertained by the company at any point of time.

- ii) Price for Load cell suitable for offered weighbridge is also to be quoted in BOQ. This price of load cell will be valid for seven years after expiry of warrantee period. Details of offered load cell is to be mentioned in Annexure-VI.
- iii) The weighbridge should be capable of continuous operation for protracted periods on a system of three shifts each of 8 Hrs. duration per day round the year.
- iv) After completion of guarantee/warrantee period of one year as per clause no. 15.0, the weighbridge will be under AMC, however, RSMML, at its sole discretion may continue or discontinue the AMC. Contractor will be responsible for stamping of weighbridge during AMC, however, the stamping fees to be deposited to Dept. of Legal Metrology (Weight & Measurement Dept.) will be reimbursed by RSMML on actual basis.

8.0 INSTALLATION & COMMISSIONING OF WEIGHBRIDGE:

The tenderer will be responsible for Installation, Commissioning & Testing work of the equipment at site. The tenderer shall depute qualified and competent technical & other staff to Supervise, Install, Commission and Testing of the equipment free of cost for suitable man days and for test day running as well as training in operation and maintenance of the equipment at site.

9.0 PRE-QUALIFICATION CRETERIA:

The tenderer should have the experience for supply, installation & commissioning of 3 nos. of Electronic Weighbridge of 100 MT capacity or above in last three financial years i.e. 2021-22, 2022-23 & 2023-24.

The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualification criteria, documents submitted along with Part –I of the offer and/or the information gathered by the RSMML about the tenderer. The price offer of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only . The decision of the Company shall be final and binding in this regard.

10.0 CONSIGNEE:

The GGM, SBU-PC (Lig.) or his authorized officer. RSMM Ltd., Dist.-Barmer

11.0 RSMML's RIGHT:

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

- a) to reject any or all the tenders received.
- b) to accept a tender either for the total scope of work or part thereof & not to accept the lowest tenderer.
- c) to purchase the weighbridges with or without AMC.
- d) To accept/reject any tender on technical grounds based on RSMML requirement.
- e) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- f) to increase/decrease the quantity as per work requirement.
- g) to purchase / not to purchase additional load cells.

The decision of the Company in above regards shall be final and biding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

12.0 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.
- ii) 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.

- iii) Tenderer is also requested to quote the AMC charges (including all repair & supply of all types of spares & components related to the operation & working of weighbridge except load cells & Batteries only) for a period of 7 years after completion of warranty period of one year as per clause no. 15.0. AMC period will be started after completion of warranty period of one year. Tenderer will be responsible for stamping of weighbridge during AMC period. However, the deposited Dept. of Legal fees to Metrology Measurement Dept.) will be reimbursed by RSMML on actual basis on production of documentary proof.
- iv) Prices in BOQ are to be quoted as per below
 - a. Row no. 1- Charges for Supply of one no. Pit less type Fully Electronic Lorry Weighbridge as per scope of work, all other allied works, including 1 no. additional Digital Weight Indicator, ANPR & 4000 Kgs standard weight and terms & conditions mentioned in tender (except civil work component and Installation, Commissioning and Testing charges).
 - **b. Row no. 2** Charges for Installation, Commissioning and Testing of one no. pit less Fully Electronic Lorry Weighbridge as per terms & conditions mentioned in tender.
 - **c. Row no. 3** Total charges for Civil work as per scope of work and terms & conditions mentioned in tender.
 - **d. Row no. 4** Price for supply of additionally required 2 nos. Load Cells by RSMML to be supplied with weighbridge. This price of load cell will be valid for seven years (during AMC period) after expiry of warrantee period. Tenderer is to quote the price only for one no. load cell and it will be calculated for 2 nos. in total column automatically.
 - e. Row no. 5- Annual maintenance Charges for 1st year after completion of warranty period of one year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - f. Row no. 6- Annual maintenance Charges for 2nd year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - g. Row no. 7- Annual maintenance Charges for 3rd year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - h. Row no. 8- Annual maintenance Charges for 4th year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - i. Row no. 9- Annual maintenance Charges for 5th year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - j. Row no. 10- Annual maintenance Charges for 6th year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - k. Row no. 11- Annual maintenance Charges for 7th year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.

Supplier is also requested to mention the % variation in annexure-V on the last AMC charges in case of continuation of AMC for further period of three years after completion of seven years AMC (after one year warranty) at sole discretion of RSMML. Variation is to be quoted in % only i.e. price is not to be quoted there.

- **v)** 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. up to destination. The quoted price will remain firm and fixed till complete execution of the contract.
- vi) 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.
- vii) 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.
- **viii)** 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."
- 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."

13.0 PRICE VARIATION:

- i) The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of withdrawal/imposition/changes in structure of Taxes & Duties by the Government which are within the work completion period/AMC period & directly reflected on invoice 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.

14.0 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.

15.0 GUARANTEE/ WARANTEE:

The tenderer shall warrant that the equipment supplied under the contract/order is new, unused, of current design & not likely to be discontinued or become obsolete till the life of the offered equipment and shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade.

The equipment will be in consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples if any. This warranty shall survive inspection and acceptance of the goods.

The tenderer shall guarantee/warranty for the satisfactory performance of the complete equipments for a period of 12 months from the date of successful commissioning of weigh bridge/ final handing over of weigh bridge to RSMML. Defect liability period for civil work will also be 12 months from the date of final handing over of weigh bridge to RSMML.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the tenderer at site free of cost within 30 days of settlement of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers does not arise and all services under warranty clause shall be responsibility of the ultimate tenderer of the composite equipment. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the tenderer and the cost for such collection will have to be borne by the tenderer.

16.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:

a) The lowest tenderer shall be determined on the basis of total landed price of weighbridge offered in BOQ for supply, installation, testing & commissioning of weighbridges along with civil work, AMC charges, two nos. additionally required load cell etc. which includes basic price, all taxes & duties, transportation, insurance & any other delivery charges etc. up to destination (EXCEPT GST).

- b) The year wise net present value (NPV) of Annual Maintenance Charges for seven years would be worked out by discounting @ 12% (twelve percent) per annum to arrive at the total cost of AMC.
- c) 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 detailed 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.
- e) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

17.0 WORK COMPLETION PERIOD:

The tenderer is to offer the minimum possible work completion period to Supply, Install, Commission & Testing of the offered weighbridge along with civil work and related other items required for completion/execution of contract as per the scope of work on turn-key basis at site. The work completion period will be counted from the date of handing over site by the consignee to the tenderer.

The tenderer will take over the site within 5 days of intimation of readiness of site. Any delay by the bidder on this account will be counted in work completion period.

18.0 TRAINING:

The tenderer will depute experienced personnel to conduct training of Company's operators, technical and supervisory personnel while handing over the equipment to RSMML. Training should be conducted free of cost & at site.

The training shall cover the following:

- i) The equipment system & safety
- ii) Equipment operation & maintenance
- iii) Trouble shooting, localization of faults and their remedies covering:
 - a) Electrical & electronics,
 - b) Mechanical

Comprehensive training manuals with clear illustration shall be provided to each participant. Training course shall be conducted in both English & Hindi languages as required.

19.0 SPARE PARTS AND SERVICING FACILITIES:

Acceptance of tender for supply of equipment on this invitation is subject to tenderer certifying that he has adequate servicing and spare parts facilities in India in respect of the equipment and machines tendered by him or that they shall arrange to provide such facilities simultaneously with the supply of equipment. The tenderer has deemed to have undertaken that supplies of necessary maintenance equipment and spare parts will be made available for the life of the machine. The tenderer shall also warrant that if he goes out of production of the equipment, he shall ensure availability of spare parts to us and shall also make available blue print drawings of the spare parts and other specification of the material at no extra cost to us.

20.0 INSPECTION & TEST:

- i) Tenderer will arrange to test the weighbridge at least of 10% capacity of its total capacity i.e. 10 MT at the time of initial commissioning of weighbridge. The arrangement of required standard weight for the purpose will be in the scope of tenderer.
- **ii)** RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
- the final inspection may be conducted at the premises of the tenderer. However, the final inspection shall be carried out at consignee's end after receipt of the material at site which will be final and binding to both parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- iv) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- **v)** RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the shipment of the goods.
- **vi)** The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

21.0 TERMS OF PAYMENT & PAYING AUTHORITY:

a) For supply, installation & successful commissioning of weighbridges-90% payment within 30 days from the date of completion of work i.e. supply, installation & successful commissioning of weighbridges at site, completion of related civil work, stamping & verification of the weighbridge by Dept. of metrology as per scope of work/order. The fee deposited to the Dept. of Legal Metrology (Weight & Measurement Dept.) towards stamping & verification of weighbridge will be reimbursed at actual on production of documentary proof.

Balance 10% within 30 days thereafter.

For Annual Maintenance Contract of weighbridges-

100% payment of yearly AMC charges after expiry of each year of AMC.

b) **Billing & Paying Authority**:

c)

<u>For supply, installation & successful commissioning of weighbridges</u>-The bill in triplicate along with the supporting documents duly verified by the consignee will be submitted to The Office of GGM (MM), CO, 4 – Meera Marg, Udaipur for payment purpose. The payment disbursing authority is-

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

For Annual Maintenance Contract of weighbridges-

The bill in triplicate along with the supporting documents duly verified by the consignee will be submitted to Head of SBU for payment purpose. The payment disbursing authority will be Head of Finance of SBU.

- d) Payment will be made through NEFT/RTGS.
- e) Payment will be made after deducting statuary taxes wherever applicable.

22.0 ANNUAL MAINTENANCE CONTRACT (AMC) OF WEIGHBRIDGE ONLY:

Tenderer is requested to quote the AMC charges for a period of 7 years after completion of warranty period of one year as per clause no. 15.0 of tender. The tenderer will carry out four (4) quarterly preventive maintenance and will attend breakdown calls through the trained staff on as & when required basis during AMC period.

Tenderer will be responsible for stamping of weighbridge during AMC period, however, the stamping fees deposited to Dept. of Legal Metrology (Weight & Measurement Dept.) will be reimbursed by RSMML on actual basis. Calibration of weighbridges have to be shown to the company/any authorized agency whenever required.

The tenderer shall carry out calibration/certification from Dept. of Legal Metrology (Weight & Measurement Dept.) annually. After every repair/re-verification by the authorities, the tenderer shall arrange for proper sealing of instruments and keep record accordingly. Such records shall be countersigned by company's official.

AMC will include all repair & supply of all type of spares, components etc related to the weighbridge **except load cells & Batteries only.**

Any breakdown call shall be attended by the supplier within a period of 48 hours of reporting of problem otherwise compensation @1% (One percent) per day of AMC value, subject to a maximum of 50% of the AMC value, shall be recovered from the AMC payments. Failing to attend the call, RSMML may get the work done by any other outside party at the risk & cost of the tenderer.

Annual Maintenance Contract of weighbridge will be related to weighbridge installation which will exclude the peripheral items like load cells, all Civil work, Computers, printers, UPS, Inverter, Air Conditioners, Stabilizers, Tube Lights, Fans, IP Cameras, batteries of Inverter & UPS, electrical installation items like switches, cables. Except these items all other items related to weighbridge installation will be under AMC.

Tenderer is also requested to mention the % variation in annexure-V on the last AMC charges in case of continuation of AMC for further period of three years after completion of seven years AMC (after one year warranty) at sole discretion of RSMML. Variation is to be quoted in % only i.e. price is not to be quoted there.

23.0 COMPENSATION FOR DELAYED DELIVERY:

In the event of the tenderer fails to supply, Install & Commission the weighbridges along with related civil work & other works as per scope of work of tender within the scheduled work completion period or the stores are rejected, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed pre determined compensation @ ½% (Half percent) per day of the total value of work, subject to a maximum of 5% of the total value of work,
- 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.

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

25.0 ASSIGNMENT:

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

26.0 INDEMNIFICATION:

Except where arising from the negligence of RSMML or RSMML's employees, the tenderer shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the tenderer or tenderers personnel or by claims made against RSMML by third parties in respect thereof.

27.0 INDIAN / INTERNATIONAL STANDARD:

The offered specification by the tenderer should be based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to international standards. All electric installations, equipment shall have to conform to Indian Electricity Rules 1967 and as amended from time to time. The equipment covered by specification shall, unless otherwise specified be build to conform to the requirements of relevant standards issued by any of the following and the tenderer should specifically mention in each case the applicability of the relevant latest standard.

- 1. Bureau of Indian Standard's Standard Codes and specifications wherever applicable. (ISI)
- 2. Indian Electricity Rule 1956, wherever applicable.
- 3. British Standard Specification, relevant Code and British Electrical Standard Association.
- 4. American Society of Mechanical Engineer's Power Test Codes.
- 5. American Society of Materials Testing Codes.
- 6 American Standards Association/ USA Standards Institute and Edison Electric Institute
- 7. Standard of Hydraulic Institute, USA
- 8. Heat Exchanger manufacturer's Association, Standards, USA
- 9. Bleeder Heater Manufacturer's Association, Standards, USA.

- 10. Appropriate national Standard Specification of the country of manufacture on approval by the purchaser.
- 11. Indian Boiler Regulation Act.
- 12. Indian Electricity Act. 1910.
- **28.0 PATENTS:** Tenders shall warrant that all equipment or material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

29.0 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.

30.0 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.

31.0 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.

32.0 JURISDICTION:

The contract is subject to the 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:

Annexure - I

e_TENDER NO. RSMM _CO_MM_NIT_15_2024-25 GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer with			
	Telephone No.,			
	Mobile no.			
	Fax No.,			
	e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of owner/partners Directors with full address.			
5	Name of the Manufacturer of Offered weighbridge			
6	Annual turnovers in rupees for last three years.	2021-22	2022-23	2023-24
7	PAN No.		ı	ı
8	GSTIN No.			

9	HSN Code of offered item	
10	Entrepreneurs Memorandum no. as	
	per MSMED Act 2006	
	NI-t	
	Nature of Activity	
	(manufacturing/Service)	
	Category of Enterprise:	
	(Micro/ Small/ Medium)	
	,	
11	Banker details:	
	Barrier details.	
	i) Name	
	ii) Branch No.	
	ii) Branch No.	
	iii) Address	
	,	
12	Bank Account No.	
13	Type of A/c : Saving / Current/CC/	
13	any other	
	arry other	
14	IFSC code	
15	Offered work completion Period for	
	complete work as per scope of work	
	and terms of tender.	
16	Details of the offices from where after	
10	sales services will be provided	
	saics services will be provided	

Signature of tenderer with official stamp

Date & Place:

$\frac{\textbf{UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS \& CONDITIONS OF}}{\textbf{TENDER}}$

	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.				
	Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation	
			or may not accept the deviati im on this will be entertained.	ons put by the tenderer at its	
Note: Deviation to the tender terms, if any, mentioned anywhere 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	
Ι	Date:				
F	Place:				

UNDERTAKING TOWARDS NON-SUSPENSION/NON-BANNING / GST/ LICENCES.

	Name of the Tenderer:
a)	We hereby declare that we have not been banned/suspended or de-listed by RSMML or any other procuring entity in past.
b)	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."
c)	We undertake that we are possessing valid licenses from Dept. of Legal Metrology (Weight & Measurement Dept.) towards selling, repairing or servicing of weighbridges and also having registration/approvals of offered equipment.
DI	Signature of Tenderer with official stamp
Pla	ace:
Da	ate:

<u>Declaration for Registration under Micro, Small & Medium Enterprises</u> <u>Development Act, 2006.</u>

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
4.	Enclose attested copy of registration certificate under MSME having entrepreneurship no
	Signature of tenderer with official stamp
Date:	
Place:	

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer	
	•

	% Rate	% Rate considered	% Rate	% Rate
Particulars	considered in	in price bid for	considered in	considered in
	price bid for	Installation,	price bid for	price bid for
	supply of	commissioning &	Civil work in	AMC charges in
	equipment &	Testing of	row no. 3 of	row no. 5-11 of
	Load Cell in row	equipment in row	BOQ	BOQ
	no. 1&4 of BOQ	no. 2 of BOQ		
CCCT	0/	(A) 0/	0/	0/
CGST	<i>@</i> %	<i>@</i> %	<i>@</i> %	<i>@</i> %
SGST	<i>@</i> %	<i>@</i> %	@%	@%
IGST	@%	@%	@%	@%

AMC charges after 7 years AMC	% Increase/ decrease
Supplier is requested to mention the % variation on the last AMC charges in case of continuation of AMC for further period of three years after completion of seven years AMC (after one year warranty) at sole discretion of RSMML.	
Note- Variation is to be quoted in $\%$ only i.e. price is not to be quoted here.	

Signature of tenderer with official stamp

Date & Place:

Check-list to technical specifications of weighbridge

Description	Agreed/Deviation, if any. Please tick against each column towards acceptance
1. Acceptance of detailed scope of work as per Annexure-VI, a.	
2. Acceptance of Technical specification for supply, installation, Testing and commissioning of weighbridge as per Annexure-VI, b.	
3. Acceptance of details of scope of Weighbridge Foundations & Ramp with weighbridge as per Annexure-VI, c.	
4. Acceptance of details of scope of Weighbridge room along with adjoining room & under water tank etc. as per Annexure-VI, d.	
5. Acceptance of drawing of civil work as per Annexure-VI, e.	
6. Make & model of offered weighbridge.	
7. Make & model of offered Load cells.	
8. Capacity of offered Load cells.	
9. Please enclose copy of OIML approval of offered Load cell.	
10. Please enclose technical leaflets of offered weighbridge.	
11. Please enclose technical leaflets of offered Load cell.	

Signature of tend	erer with	official	stamp
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Date:	

Place:

Annexure-VI, a

Detailed scope of work

- 1. Supply, Installation, Commissioning & Testing including civil construction work for weighbridge by the supplier on turn key basis in accordance with agreed specifications, terms & conditions. Looking to the problems of rain water accumulation around the weighbridge, the weighbridge platform shall be at least 1.5 mtr. above to the ground level. The weighbridge shall be connected by entering & exit ramps which should have a gradient not steeper than 1:15. The ramp should have Random Rubble Masonry/RCC retaining walls and the siding surface should be of RCC; M20 grade min. 150mm thick.
- 2. Supplier will provide engineering drawings, maintenance & operational manuals etc. The contractor/supplier shall provide to RSMML, relevant documents for all of the electrical & electronics equipments provided/offered by him as per specifications and terms & conditions so as to get /avail the guarantee/warrantee benefits, wherever applicable.
- 3. Supplier will undertake related civil work for installation & commissioning of weighbridge i.e. weighbridge foundation, weighbridge bottom work, channels & ramp for weighbridge, main weighbridge room, adjoining room etc. as per enclosed drawing Annexure –VI, e.
- 4. Supplier will Supply & Install two nos. computers (One for weighbridge & second for preparing for reports & stand by.) of HP/Acer/Dell/Lenovo make having Intel Core i-5 processor or higher, 8 GB Ram or higher, 500 GB HDD, DVD R/w, 21" TFT Monitor, Window 10 or later. Necessary network LAN/Wi-Fi connectivity & equipment's (such as LAN cable, POE, switch etc.) & equipments set up along with required spares/parts for the same shall also be provided with computers.
- 5. Suppliers will supply & install two nos., heavy duty, Laser jet printers of CANON or HP make with minimum print speed of 28 ppm with duplexing & networking facility.
- 6. Suppliers will supply & install one no. 2 KVA capacity online UPS along with battery having 08 Hrs. back up of reputed makes for computers.
- 7. Suppliers will supply & install one inverter of Sukam/Luminous/Microtek/Exide/Amron/APC Make of 5 KVA along with batteries for 8 Hr backup for weighbridge room. Battery should be fully maintenance free having warrantee period of 3 years. Supplier will provide warrantee card of batteries along with supplies.
- 8. Supplier will supply & install two nos. 02-ton capacity, copper wound, inverter 5-star rating split Air Conditioners of reputed make such as Voltas/LLOYD/Hitachi/Daikin etc. along with required stabilizers of reputed make.

- 9. Tenderer will supply one no. additional digital weight indicator along with supply of weighbridge.
- 10. Tenderer will supply standard weight of 4000 kg. (20 kg x 200 nos.) along with supply of weighbridge.
- 11. Suppliers will be entirely responsible for the performance of the contract in all respect according to the intent meaning of the specification data.
- 12. Supplier will deploy supervisor, skilled, semi skilled & un skilled labor for the installation, testing & commissioning of the weighbridge at site including execution of civil works.
- 13. The weighbridge to be supplied by supplier should be verified & stamped by the Weight & measurement Department (Dept. of meteorology) after commissioning of weighbridge and before hand over to RSMML at site as per prevailing guidelines, if any.
- 14. Supplier will ensure timely payment for the minimum wages to the labor as per statuary provisions and shall fully comply with the rules laid under payment wages act and enforced time to time.
- 15. Supplier will be responsible for safety & security of all men and Material deployed by supplier at site execution of work.
- 16. Supplier will depute qualified and competent technical & other staff to supervise, install and commissioning of the equipment free of cost for suitable man days & for test day running as well as training in operation and maintenance of the equipment of site.
- 17. Company has its own weighment software (provided by M/s. E-connect Solutions Pvt. Ltd.), so weighbridge & its digital weight indicator shall be compatible with existing weighment software. Bidder may take details of software from the unit.
- 18.One (01) no. Automatic Number Plate Recognition (ANPR) camera to be supplied, installed and commissioned with software. The required camera should be of reputed make and warranty as per OEM.

Annexure-VI, b

Technical specification for Supply, Installation, Testing and Commissioning of 01 No. pit less type fully, Electronics Weighbridge of 100 MT capacity platform size 18x3 Mtr's including Civil construction, Electrical, Electronics & Mechanical works on turn-key basis at our Giral lignite mines, District: Barmer (Raj.).

Sr. N.	Particulars	Specification
1	Machine Type	Fully Electronic Weighbridge Pit less
2	Capacity	100 MT
3	Accuracy (Least Count)	10 Kg.
4	Platform Size	18 X 3 Mtr.
5	Details Of platform plate	Minimum 12 mm thick, MS plate welded with anti skid trips make: SAIL/ TISCO /Jindal
6	Details of Joist	Make SAIL/TISCO/Jindal, number & size of joist shall be matching to platform size of 18x3 & loading capacity of 100 MT.
7	Details of Transom	Make SAIL/TISCO/Jindal, number & size of transon shall be matching to platform size of 18x3 & loading capacity of 100 MT.
8	Foundation plate and load cell top & bottom cover	Mild Steel or as per requirement
9	Foundation Bolt & other Nut-Bolt	Mild Steel or as per requirement
10	Total weight of weighbridge	Minimum 13.5 MT

11	Specification of the Electrical/ Electronic system	
а	Type of Display	Digital Weight indicator to be interfaced with P.C. weight indicator shall be compatible with company's software using for the purpose)
b	Communication Port.	RS 232 for computer interfacing
С	Display Size	24 mm (Min.)
d	Date & Time	Real time clock should be available
е	Tare	100%
f	Error Indication	Should be indicative on display itself
g	Load Cell	08 Nos.
h	Digitizer	Digital Type
I	Jumbo display	RED L.E.D. Type
j	Junction Box	All load cells should be routed
		through a junction box
12	Make and rating of batteries	Suitable capacity battery of Exide makes or any other reputed make like Luminous/Okaya/SF/Amron/ Lucas/ Prestolite to fulfill the requirement of back-up as per tender terms.
13	Details of Load cell	
а	Make	OIML approved of reputed make
		Mention makes and model of offered load cell
b	Total Nos.	08 Nos. of 40 MT or above capacity
С	Capacity	Matching to platform size of 18x3 & loading capacity of 100 MT.
		Mention the capacity of offered load cell

d	Туре	Compression type, Multi Column.
		Please confirm that offered load cell
		is Compression type, Multi Column
		by ticking below.
е	Excitation Voltage	
f	Over Load Capacity (Without affecting	
	performance)	
g	Over Load Capacity (Ultimate)	
h	Temperature Range	
i	Zero Balance	
j	Insulation Resistance (Min.)	M-4-1:
k	Nominal Output	Matching to platform size of 18x3 & loading capacity of 100 MT with latest
1	Non-Linearity	rules & regulations.
m	Hysteresis	
n	Creep	
0	Repeatability	
p	Terminal Input Resistance	
q	Terminal Output Resistance	
r	Environmental protection class	

Annexure-VI,c

Scope of Weighbridge Foundations & Ramp with weighbridge:

- 1. Tenderer will undertake the civil work at site considering the location & soil bearing capacity & as per standard drawing & design of equipment. Looking to the problems of rain water accumulation around the existing weighbridge the pit less type weighbridge platform shall be at least 1.5 meters above to the ground level. The weighbridge shall be connected by entering & exit ramps which should have a gradient not steeper than 1:15. The ramp should have Random Rubble Masonry/RCC retaining walls and the siding surface should be of RCC; M20 grade min. 150mm thick.
- 2. The tenderer shall arrange at its own cost all the building material, water as required for civil work, Transportation etc. of required items will be carried out by the tenderer at his own cost.
- 3. RSMML may provide electricity at one point as required from existing installation of electricity point at site on actual consumption payment basis as per sub meter reading. Sub meter, wiring & other related work required for the same will be arranged & installed by the tenderer at their cost. The availability of electricity to the tenderer will be supplied as per electricity supply by the AVVNL.
- 4. Electrical installation (wiring, fittings, cabling withy MCB) in room, store room and earthing pit as per standard for weighbridge along with supply & installation of 2 nos. lightening arrester will be done by supplier.
- 5. The tenderer shall execute the civil work in the most substantial and workman manner. The workmanship as well as material should be in strict accordance with the design & specification as per tender.
- 6. If it is noticed that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description, the tenderer shall rectify the same at its own risk & cost. If not so then the RSMML may get the work done from any other outside party at the risk & cost of the tenderer.
- 7. The Company shall have right to close and audit the technical examination of the works at any time during the execution of work and thereafter.

Annexure-VI, d

SCOPE OF CIVIL WORK FOR WEIGHBRIDGE ROOM ALONG WITH ADJOINING ROOM & UNDER GROUND WATER TANK:-

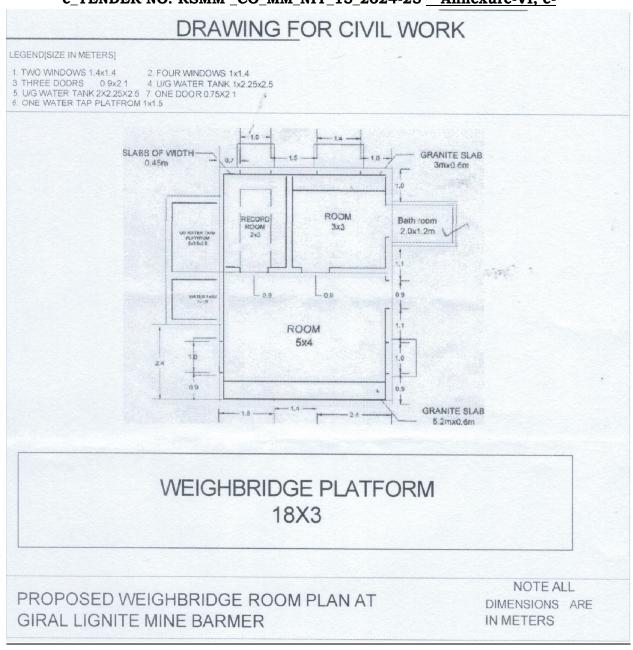
- 1. Tenderer will construct weighbridge room as per drawing Annexure VI, e. The inside size of weighbridge room should be 5Mx4M. The height of weighbridge room should be minimum 3M.
- 2. Tenderer will also construct two more adjoining rooms of size 3Mx3Mx3M & 2Mx3Mx3M & one toilet room as per drawing Annex. VI, e.
- 3. Tenderer will also provide all the required toilet sanitary ware including one washbasin, one urinal, one squatting pan-Indian and other accessories.
- 4. The granite slab inside of two rooms should be constructed as per Annex. VI, e.
- 5. The Dimension of window & Doors etc. should be as per enclosed drawing at Annex. VI, e.
- 6. Tenderer will also construct one underground water tank of size 2M X 2.5M X 2.5M as per enclosed drawing at Annex. VI,e.
- 7. Tenderer will supply one overhead PVC water tank of capacity size 1000 liters along with one minimum 1 HP water motor of reputed make to pump the water from underground tank to overhead tank.
- 8. Tenderer will also construct one water tap platform with provision for 2 water taps as per drawing Annex. VI,e.
- 9. Tenderer will be responsible for making all the plumbing work as per drawing provided & all necessary plumbing work in toilet room. The connection of underground water tank to pump, pump to overhead water tank & further connection of overhead water tank to water taps has to be done with pipes and valves as per requirement. The supply of connecting pipes, valves and other accessories should be in scope of contractor.
- 10. The wall should be Random Rubble Stone Masonry with cement mortar (1:6) ratio 1 cement x 6 sand of 30 cm. thicknesses and plastered with cement mortar of ratio 1:6.
- 11. The roofs should be of R.C.C. slabs and internal flooring of building should be Mosaic tiles. The toilets shall have ceramic tile flooring & wall tiles up to 1.80 mtr height.
- 12. All windows should be of Aluminum section with grill, glass with stainless steel wire mesh. Gate doors should be of good quality wood.

- 13. Room should be duly painted from inside & outside with acrylic emulsion and door and windows should be painted with super enamel synthetic paint of reputed make like Asian/Nerolac /Burger.
- 14. The room should be complete in all respect including electrical fitting wiring /Cabling, including 08 No's. (4+2+1+1) 35-Watt, 4 Feet LED tube lights and 04 No's. (2+1+1) 48" Fan of Bajaj/Usha/Havells/Crompton/Orient make with ICDP & MCB.
- 15. Electrical points and provisions for installation of two numbers split AC should be provided in the room. All lighting and power wiring of the weighbridge should be done separately.
- 16. There should be a minimum gap beyond windows and gates to the side walls & floors.
- 17. Two Small sliding windows should be provided for transaction purpose between the staff & truck drivers etc as per drawing at Annex. VI, e.
- 18. Ventilators with fixed glasses should be provided for dust proofing & providing light at the same time.
- 19. Strong pelmets should be provided with all windows and gates for protection from sun-light etc.
- 20. The contractor shall submit all drawings to RSMML for approval, prior to commencement of work.
- 21. A concrete/ tiled pavement of 1.20-meter wide should be constructed all around the building.
- 22. The internal flooring of building should be of Mosaic tiles. The toilets shall have ceramic tile flooring & wall tiles up to 1.80 m height.
- 23. All civil works shall be executed as per standard PWD specifications and shall have a defect liability period of 12 months from the date of completion/handover.
- 24. Two no.'s IP camera setup needs to be installed along with all other required items as 30 days data storage device, NVR, power back up of at least 24 hours device, LAN wire of required length etc. All equipments should be of Hikvision or any other reputed make. All IP camera setup should be as per the technical requirements of the DMG online rawanna generation.
- 25. One (01) no. Automatic Number Plate Recognition (ANPR) camara to be supplied, installed and commissioned with software. The required camara should be reputed make and warranty as per OEM.

26.	Bidder will supply the items with the OEM warranty as shown below. The details of items are mentioned in the tender document.
i)	Computers – 3 years warranty. Please specify the offered warranty
ii)	Printers – 3 years warranty. Please specify the offered warranty
iii)	Inverter – 1 year warranty. Please specify the offered warranty
iv)	Maintenance Free Battery for Inverter – 3 years replacement warranty. Please specify the offered warranty
v)	Online UPS of reputed makes i.e. Microtek/Luminous/APC/Numeric/Delta/Emerson/Hitachi – 1 year warranty. Please specify the offered warranty
vi)	VRLA field Maintenance Free Batteries of Exide/Amaron make for UPS- 2 years replacement warranty. Please specify the offered warranty
vii)	Air Conditioners – 1 year warranty on whole equipment. Please specify the offered warranty
viii)	Compressor & PCB of Air Conditioners – Min 5 year warranty. Please specify the offered warranty
ix)	Reputed make Stabilizers with Air Conditioners – Min 1 year warranty. Please specify the offered warranty
x)	Reputed make LED Tube-lights – Min 1 year warranty. Please specify the offered warranty
xi)	Reputed make Ceiling Fans – Min 1 year warranty. Please specify the offered warranty
xii)	IP Cameras – Min 1 year warranty. Please specify the offered warranty
xiii)	Automatic Number Plate Recognition (ANPR) camera- Min 1 year warranty. Please specify the offered warranty

Note: Tenderers are requested to choose the make of above items preferable of OEM whose service centre is at Barmer or at nearby area. Tenderer will provide copies of supporting documents of the above items for taking up warranty related issues with respective OEMs.

e_TENDER NO. RSMM _CO_MM_NIT_15_2024-25 _ Annexure-VI, e-



DECLARATION BY TENDERER

I/We declare that I am/ We are /manufacturer/ Distributor/Authorized dealer in the goods/stores/equipments for which I/We have tendered.

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

Signature of tenderer with official stamp

Date: Place:

Note- Tenderers are requested to tick their status i.e. Manufacturer/ Distributor/Authorized dealer and attach supporting documents towards their status.

Details of past experience

{To be submitted with Part-1 of the offer (Techno- commercial part)}

List of order(s) executed in last 3 financial years 2021-22, 2022-23 & 2023-24 as per pre-qualification criteria of tender

S.	Name & Address	Order No. &	Brief Description of the	Nos. of
No	of the Purchaser	Date	Weighbridge	Weighbridge
•				supplied
01				
02				
03				
04				
05				
06				
07				
Noto	· Facentially one	loso comics c	f Purchase Orders and	/ or Porformonoo

Note: Essentially enclose copies of Purchase Orders and / or Performance Certificate etc.

Signature	with	Office	Seal	٠.

Date:

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954 as per list enclosed at annexure-XII 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 Ban	ker:
 Postal Address: - Telephone Nos.: - Fax No.: - e-mail Address: - Contact person e-mail: - 	
Contact details of Banker's local	oranch at Udaipur:
 Postal Address: - Telephone Nos.: - Fax No.: - e-mail Address: - Contact person e-mail: - 	
registered office at (mention competc.) and its head office nos./mail address etc.) required include its successors and Rajasthan State Mines and Miner under Indian companies Act, 195 Scheme, Janpath, Jaipur and Corp	d between having its elete postal address with contact nos./mail address at (mention complete postal address with contact and wherever the context so assignees (hereinafter called the Surety/Bank) AND als Limited, a company incorporated and registered 6, having its registered office at C-89/90 Lal Kothi corate office at 4 Meera Marg, Udaipur and wherever its successors and assignees (hereinafter called 'the
company/partnership firm the context so require includes i Contractor/supplier/RC holder') fi Letter of Acceptance/ Purchase	agreed to exempt M/s a a (address of registered/H.O.) where ever its successors and assignees (hereinafter called 'the form the demand under the terms and conditions of Order/ Rate Contract no dated of the Contractor/supplier/RC holder, hereinafter the 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 fulfilment 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,
3.	We,

- 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 banks above branch/divisional office branch office or Udaipur (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee. _(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,during this curren	ncy except v		_				_		.ee
9.	The bank undersigned has granted to him by	-		0						
10	. For the purpose of in the state of Raj	•	0 0		-	_	·	' Udaip	ur cou:	rts
		SETH signation)						SON f the s	-	OF nk
	have set my sign									
	judicial stamp	of proper executed	value	as per	Stamp	Act pre	_	the	state	of
	9	025								

e_TENDER NO. RSMM _CO_MM_NIT_15_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. 6.0
(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 with in 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 :
rane.
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,

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_15_2024-25 Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954

List of Scheduled Public Sector Banks

S.No.	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	UCO Bank
11	Union Bank of India
12	State Bank of India

List of Scheduled Private Sector Banks

S.No.	Name of the Bank
1	Axis Bank Limited
2	Bandhan Bank Limited
3	CSB Bank Limited
4	City Union Bank Limited
5	DCB Bank Limited
6	Dhan Laxmi Bank Limited
7	Federal Bank Limited
8	HDFC Bank Limited
9	ICICI Bank Limited
10	IndusInd Bank Limited
11	IDFC FIRST Bank Limited
12	Jammu & Kashmir Bank Limited
13	Karnataka Bank Limited
14	Karur Vysya Bank Limited
15	Kotak Mahindra Bank Limited
16	Nainital Bank Limited
17	RBL Bank Limited
18	South Indian Bank Limited
19	Tamilnad Mercantile Bank Limited
20	YES Bank Limited
21	IDBI Bank Limited
22	AU Small Finance Bank

Annexure -XIII

e_TENDER NO. RSMM _CO_MM_NIT_15_2024-25

Format of Undertaking

(on non-judicial stamp paper of appropriate value)

NT C
Name of contractor
Is/oshagedyearsresident
ofbehalfofi.eM/s
hereby undertake that I have submitted bank guarantee
Bearing BG Nofor amount Rsissued by
bank having branchfor the work of
(reference of tender & work).
I/we undertake that in case of liquidation of BG issuance bank for any reason, I/we will submit new BG of same amount with in a period of 10 days, failing which the company may take any appropriate action as deemed fit.
Signature of Contractor (S) (Authorized Signatory) With Seal
Place:
Date:

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.

Annexure B: Declaration by the Bidder regarding qualifications

Declaration by the Bidder

In	relation to my/our Bid submitted to	for procurement
of	in resp	onse to their Notice Inviting Bids
No	I/we hereby d	eclare under Section 7 of Rajasthan
Tra	ansparency in Public Procurement Act 2012, that	:
1.	I/we possess the necessary professional, techn resources and competence required by the Bid Procuring Entity;	
2.	I/we have fulfilled my/our obligation to pay Union and the State Government or any labeled Bidding Document;	
3.	I/we are not insolvent, in receivership, bankrup my/our affairs administered by a court or a business activities suspended and not the subject of the foregoing reasons;	a judicial officer, not have my/our
4.	I/we do not have, and our directors and office criminal offence related to my/our procession statements or misrepresentations as to my/our procurement contract within a period of three of this procurement process, or not have been debarment proceedings;	al conduct or the making of false qualifications to enter into a years preceding the commencement
5.	I/we do not have a conflict of interest as sp Bidding Document, which materially affects fair	
Da	te:	Signature of bidder
Pla	ice:	Name:
		Designation:
		Address:

Annexure C: Grievance Redressal during Procurement Process

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

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

1. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in the procurement proceedings:

Provided further that in case a Procuring Entity evaluates the technical bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

4. Appeal not to lie in certain cases

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

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

5. Form of Appeal

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

6. Fee for filing appeal

- a. Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

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

FORM NO.1

(See rule 83) Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act 2012

	of	(First /Second Appellate	Authority)
1.	Particulars of appellant (i) Name of the appellar	t:	riationty
	(ii) Official address, if a	ny:	
	(iii)Residential address:		
2.	Name and address of the (i) (ii) (iii) (iii)	ne respondent(s) :	
3.	(enclose copy), or a sta	cer/authority who passed the tement of a decision, action or om a contravention to the provisions o	order nission of
4.	If the Appellant propo	eses to be represented by a represel address of the representative :	sentative,
5.	Number of affidavits an enclosed with the app	nd documents	
6.	Ground	of	appeal
•••••			
			(Supported by
an affida	avit)		
7.	Prayer		
•••••			•••••
•••••			••••••
Place	÷:		
Date	:	Appellant's s	signature :

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to(i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50 % of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

Form A

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,	eneral Manager		
	istrict		
210, 2			
1. Nan	ne of Applicant with P	ost:	
2. Perr	nanent Address:		
3. Con	tact Details:		
a. Tele	phone No.:		
b. Mob	oile No.:		
c. Fax	No.:		
d. Ema	ail Address:		
4. Nan	ne of micro & small er	nterprise:	
	ce Address:		
6. Add	ress of Work Place:		
7. No.	& Date of Entreprene	urs Memorandum-II/Udyog A	adhaar Memorandum:
(enclos	se photo copy):		
8. Prod	lucts which Entrepre	neurs Memorandum-II/Udyog	g Aadhaar Memorandum
availed	l:		
9. Prod	lucts which are at pro	esent being produced by the e	nterprise:
10. Pro	oducts for which pure	chase preference has been app	olied for:
11. Pro	oduction capacity as p	per Capacity Assessment Cert	ificate (enclose photocopy of
	Capacity Assessment	Certificate):	
Serial	Product	Product Produ	ction Capacity
Serial No.	Product	Product Produ Quantity	ction Capacity Value
No.	Product		1 0
No.	Product		1 0
No. 1 2	Product		1 0
No.	Product		1 0
No. 1 2 3	Product		1 0
No. 1 2 3 4	Product t of Plant & Machiner	Quantity	1 0
No. 1 2 3 4		Quantity	1 0
No. 1 2 3 4 12. Lis	t of Plant & Machine	Quantity ry installed:	Value
No. 1 2 3 4 12. Lis Serial	t of Plant & Machiner Name of Plant &	Quantity ry installed:	Value
No. 1 2 3 4 12. Lis Serial No.	t of Plant & Machiner Name of Plant &	Quantity ry installed:	Value
No. 1 2 3 4 12. Lis Serial No. 1	t of Plant & Machiner Name of Plant &	Quantity ry installed:	Value
No. 1 2 3 4 12. Lis Serial No. 1 2	t of Plant & Machiner Name of Plant &	Quantity ry installed:	Value
No. 1 2 3 4 12. Lis Serial No. 1 2 3	t of Plant & Machiner Name of Plant &	Quantity ry installed:	Value
No. 1 2 3 4 12. Liss Serial No. 1 2 3 4	t of Plant & Machiner Name of Plant &	Quantity ry installed: Quantity	Value
No. 1 2 3 4 12. Liss Serial No. 1 2 3 4	t of Plant & Machiner Name of Plant & Machinery t of Testing Equipme	Quantity ry installed: Quantity	Value
No. 1 2 3 4 12. Lis Serial No. 1 2 3 4 13. Lis	t of Plant & Machiner Name of Plant & Machinery	Quantity ry installed: Quantity nts installed:	Value
No. 1 2 3 4 12. Lis Serial No. 1 2 3 4 13. Lis Serial	t of Plant & Machiner Name of Plant & Machinery t of Testing Equipme	Quantity ry installed: Quantity nts installed:	Value
No. 1 2 3 4 12. Lis Serial No. 1 2 3 4 13. Lis Serial No.	t of Plant & Machiner Name of Plant & Machinery t of Testing Equipme	Quantity ry installed: Quantity nts installed:	Value

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

					-	_	
a.	Benefits	depositing	g Bid	Security	and P	erformance	Security:

a. Belients depositing Bia occurry and renormance occurry.					
Last Financial Year			Current Financial Year		
Department	Bid Security	Performance Security	Bid Security	Performance Security	

b. Details of Supply orders received:

Last Financia	11 5	10 10001104.	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	2 ,
	IFICATE
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

Enclosure-

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

Rubber Seal/Stamp

Form B

Format of Affidavit

I
(a) My/Our above noted enterprise M/s
Name of Item (i) (ii) (iii) (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