



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - Limestone,

8, West Patel Nagar, Circuit House Road, Dist. Jodhpur (Rajasthan)
Phone:-91-0291-2516199/2511031/ 2515528 Fax: +91-0291-2511029
Website: www.rsmm.com, e-mail: srdeora.rsmml@rajasthan.gov.in

TENDER DOCUMENT

TO

e-TENDER NO. RSM/SBU-PC (LS)/GGM-LS/Cont.-10/20-21 Dated 09.02.2021

e- TENDER ARE INVITED FROM MANUFACTURERS OR THEIR AUTHORIZES DEALERS/DISTRIBUTORS FOR ENTERING INTO RATE CONTRACT FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS, GLASSWARES, FILTER PAPERS AND OTHER LABORATORY CONSUMABLE ITEMS FOR LABORATORY OF SBU &PC- LIMESTONE/GYPSUM/LIGNITE on F. O. R destination basis at SBU & PC (Ls), Jodhpur.

S.No.	Description	Date	Time
1	Bid Submission Start Date	09.02.2021	3:00 PM
2	Bid Submission Closing Date	01.03.2021	6:00 PM
3	Techno-commercial Bid Opening Date	02.03.2021	3:00 PM
4	Submission of Demand Draft/Banker Cheque/ Bank Pay Orders of Tender Document fees, Processing fees and Bid Security	01.03.2021	Up to 6:00 PM
5	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders.	
6	Website for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in	
7	Website for submission of tender /Bid (Only online)	http://eproc.rajasthan.gov.in	
8	Tender Document Fees	Rs. 590/- (Inclusive of GST) in favour of "Rajasthan State Mines & Minerals Limited" payable at Jodhpur.	
9	RISL Processing Fees	Rs. 500/- in favour of "MD RISL" payable at Jaipur	



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e-TENDER No :- RSMM/ SBU-PC(LS)/GGM-LS/Cont.-10/20-21 DATED: 09.02.2021

NOTICE INVITING e-TENDER

e-Tenders in Two parts (Techno Commercial Part & Price Part) are invited from manufacturers or their authorized dealers /distributors for entering into rate contract for supply of different types of chemicals glassware's, filter papers and other laboratory consumable items for Laboratory of SBU &PC- Limestone/Gypsum/Lignite on F. O. R destination basis at SBU & PC (Ls), Jodhpur as per details given below:

Particulars	Description/ Specification	Bid Security/ Earnest Money (Rs.)	Due date of opening
Supply of different types of chemicals glassware's, filter papers and other laboratory consumable items for all Laboratory of SBU & PC- Limestone/Gypsum/Lignite on F. O. R destination basis at SBU & PC (Ls), Jodhpur.	As per Annexure-II-a, b, c & d	Bid Security declaration on Judicial stamp paper of valuing Rs.50/- as per Annexure-XI	02.03.2021 at 3:00 PM

The tenderer /bidder who has earlier been Suspended or banned by the company shall not eligible to participate in this tender during the currency of suspension /ban period. Other detailed terms and conditions are elaborated in the tender document for which please visit us to our web site www.rsmm.com or <http://sppp.rajasthan.gov.in> or contact Manager (Lab.)/Dy. Manager (MM) at above address. Keep visiting above website till last date for update information, if any.

Head & In charge (LS)

E-TENDER No :- RSMM/ SBU-PC(LS)/GGM-LS/Cont.-10/2020-21 DATED: 09.02.2021

TENDER CONSIST OF FOLLOWING DOCUMENTS:

General	Instruction for preparation & submission of tender and General Conditions of e-Tender
Annexure - I	General profile of Tenderer
Annexure - II	Acceptance to the technical specification
Annexure - III	Registration details under Micro, Small & Medium Enterprises Development Act, 2006
Annexure - IV	Undertaking towards acceptance of all terms & conditions of tender
Annexure - V	Confirmation for Remittance of all payments through RTGS
Annexure - VI	Declaration that no condition is mentioned in price bid
Annexure - VII	Declaration that tenderer has not been debarred/suspended by RSMML in past.
Annexure - VIII	Details of offered Commercial terms & conditions
Annexure - IX	Details of Past Experience
Annexure - X	Declaration by the Tenderer
Annexure - XI	Format of Bid security declaration
Annexure - XII	Format of Performance security declaration
Annexure - A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure- B	Declaration by the Bidder regarding Qualifications.
Annexure- C	Grievance Redressal during Procurement Process and Form No. 1
Annexure- D	Additional Conditions of Contract.
Form-A	Format of Application by MSME for Purchase Preference in Procurement of Goods
Form-B	Format of Affidavit

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

1.0 Instructions for preparation & submission of tender:

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in.
- ii) No physical/offline Tender/bid shall be accepted.
- iii) **The Tender document fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order and **Bid Security** declaration as per provisions mentioned in the tender document as per Annexure-XI drawn in favour of “**Rajasthan State Mines & Minerals Limited**” payable at Jodhpur shall be submitted to the office of the Head & In charge (LS), 8, West Patel Nagar, Circuit House Road, Jodhpur up to schedule date and time, as above.
- iv) The **Processing Fee** shall be in the form of Demand Draft/Banker Cheque/Bank Pay Order drawn in favour of “**MD RISL**” payable at Jaipur and shall also be submitted to the office of the Head & In charge (LS), 8, West Patel Nagar, Circuit House Road, Jodhpur 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 on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Govt. 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:** Telephone No. 0120-4200462, 0120-4001002, 8826246593, (Local Help Desk No. 0141-4022688 available all working days between 10.00 AM to 6.00 PM), email: eproc@rajasthan.gov.in, support-eproc@nic.in. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender document fees, Processing Fees should be submitted offline (manually/post/courier) to the office of Head & In charge (LS), before scheduled date & time as mentioned in tender document. Scanned copies of Demand Daft/Bankers Cheque/ Bank Pay Orders 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 unless otherwise RSMML extends the dates.

xv) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following Annexures are enclosed :

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 & B.

xvi) **Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the “covers” as below/prescribed in the document in PDF/jpg format. All the document should sealed & signed by tenderer.**

COVER-A

- Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees & processing fees.
- Bid Security declaration as per Annexure-XI.
- Authorization certificate in favour of a person signing tender document.
- Sealed and signed copy of tender document towards acceptance of terms and conditions.
- General profile of tenderer as per Annexure-I, Undertaking towards non suspension/ non banning/GST as per Annexure-VII, Undertaking toward acceptance of all terms & conditions of tender as per Annexure-IV.
- Registration details as per MSMED Act, 2006 as per Annexure-III.
- Details of taxes & duties offered in price bid as per Annexure-VIII.

COVER-B

- Check-list to technical Specifications for the tendered products as per Annexure-II-a, b, c & d.
- Supporting documents towards tenderer status.
- Declaration by tenderer as per Annexure-X.
- Duly filled, Sealed and Signed copies of Annexure-A, Annexure-B, Annexure-C, Annexure-D.
- Form-A & B.

COVER-C

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

2.0 SUBMISSION & OPENING OF TENDERS.

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

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/Bank Pay Orders towards tender document fee & Processing Fees and Bid Security declaration as per provisions mentioned in the tender document as per Annexure-XI offline to the office of Head & In charge (LS), 8, West Patel Nagar, Circuit House Road, Jodhpur 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 towards tender document fee & Processing Fees and Bid Security declaration as per provisions mentioned in the tender document as per Annexure-XI to the office of Head & In charge (LS), 8, West Patel Nagar, Circuit House Road, Jodhpur within the specified time & date of submission, failing which, their online bids will not be opened.

3. SPECIFICATION, QUANTITY & SCOPE OF WORK:

- (i) The detail technical specifications are as per annexure-II-a, b, c, d.
- (ii) The supplies of above items are to be made to our SBU&PC-Limestone Jodhpur, SBU&PC-Gypsum Bikaner & SBU&PC- Lignite Jaipur/Barmer in accordance with the agreed specifications, terms and conditions.
- (iii) RSMML will not give any guarantee/ commitment towards quantum in respect of quantity/value on monthly/yearly basis and purchase the chemicals glassware, filter paper and other laboratory consumables items on the basis of requirement, as and when arises, during the contract period.
- (iv) The tenderer shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, specifications and all other documents forming part of the contract and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- (v) The tenderer shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specifications data.

4. PERIOD OF CONTRACT: The period of contract will be one year from the date of issue of LOA/ Rate contract. RSMML may extend the RC period for 3 months on same rates, terms & conditions at its sole discretion.

5. DELIVERY PERIOD: The tenderer should offer the minimum possible delivery period to supply the materials at site. RSMML's preferable delivery period is one month. The delivery period will be reckoned from the date of issue of delivery schedule issued by consignee. The delivery of each item under contract will be taken on as and when required basis only.

Consignee will place delivery schedule for supply in advance. However, tenderer will pre-pone the delivery in case of urgency. Tenderer will execute all delivery schedule placed within the contract period i.e. up to the last date of validity of contract.

6. DELIVERY TERMS: Terms of delivery shall be on the basis of f.o.r. destination i.e. SBU-PC (LS), 8, West Patel Nagar, Circuit House Road, Jodhpur – 342 011.

7. QUALITY OF ITEMS & STANDARD APPLICABLE WARRANTY:

- a. The tenderer shall warrant that the items to be supplied under the contract/order will be new, unused, genuine, proper design & quality and shall be free from all defects and faults in material & workmanship.
- b. The materials will be consistent with the established, recognized or stipulated standards for materials & manufacturing. Warranty certificate of the materials will be furnished by the tenderer as a general practice for all the materials.
- c. The supplier shall guarantee/warranty for the satisfactory performance of the material for a minimum period 6 months from the date of supply of material at our site. This warranty shall survive inspection and acceptance of the goods.
- d. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective materials will be replaced by the supplier at site free of cost within 30 days of intimation of warranty claims. The bidder will be required to stock materials to take care of warranty failures. The responsibility to collect the defective/ rejected materials will lie with the supplier and the cost for such collection will have to be borne by the supplier.
- e. In case, supplier fails to repair/replace the failed parts within the stipulated period as above, RSMML shall be entitled to recover from the supplier as agreed pre-determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores

8. VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of four months from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. The validity period may be extended further, if required, by mutual consent from time to time.

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

9. TENDER DOCUMENT FEE:

The tenderer shall deposit a sum of Rs. 590/- (Rupees Five hundred & ninety only) as tender document fee along with the tender by Demand Draft/PO. It should be in favour of RSMML payable at Jodhpur. Offers not accompanied with the tender fee will not be considered. Tender fee in any manner other than Demand Draft / Bankers Cheque/ Bank Pay Orders will not be accepted.

10. BID SECURITY:

In lieu of Bid Security of Rs. 19,600/- (Rupees Nineteen Thousand Six Hundred only), a bid security declaration will be furnished by the bidder (as per attached Annexure-XI) in favour of RSMML. Offers not accompanied with the requisite Bid Security declaration will not be considered. While opening of the tender, the envelope containing Bid security declaration will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened.

11. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfilment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of **2.5 %** of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except state Bank of India) having its Branch at Jodhpur, within 21 days from the date of LOA/RC on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months (inclusive of 3 months claim period) from the date of supply of material at our site.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover 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-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract from the S.D.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is made to the contract or any extension of the contract period is granted by RSMML.
- v) 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.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (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.
- viii) S.D. should be sent to the office of Head & In-charge, (SBU&PC), Limestone, Jodhpur.

12. RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:-

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided-
- a. Tender document fees will be taken @50% of the prescribed total value of Tender document fees.
 - b. 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.

- c. Security Deposit will be taken @ 1% 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.
- (C) In case of sick industries, other than Small Scale Industries whose cases are pending with Board of Industrial and Financial Reconstruction.
- i) The Bid Security will be taken @ 50% of the total Bid Security.
- ii) Security Deposit will be taken @ 1% of the total value of order.

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.

13. PURCHASE PREFERENCE TO MSME FIRMS:

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

14. INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the specification/data of each item.
- ii) Inspection shall be carried out at consignee's end after receipt of the material at site. In case of rejection of any supply the same should be replaced by the tenderer at their cost, immediately within 30 days of intimation for rejection or within the specified delivery period. Tenderer will take rejected material back at their own risk, cost & transportation.
- iii) RSMML at its sole discretion may conduct third party inspection of supplied material after arrival of material at RSMML site and before final acceptance. The cost of such inspection will be borne by RSMML.
- iv) In case Material are not found meeting the tender/order specifications in third party inspection, supplier will replace the material at their cost irrespective of the fact that the material was earlier found acceptable during Pre Inspection by RSMML.

The tenderer who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period. For this purpose tenderer will furnish declaration as per Annexure-VII.

15. PATENTS:

Tenders shall warrant that all equipment and machinery 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.

16. CONSIGNEE: The consignees is :-

**Head & In charge, SBU&PC (Limestone),
or his authorized officer,
Rajasthan State Mines & Minerals Ltd.,
8, West Patel Nagar, Circuit House Road, Jodhpur - 342 011**

17. PRICE:

- i) The firm & fixed price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- ii) The quoted price shall be on F.O.R. destinations basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance and any other Delivery Charges etc. up to destinations.
- iii) The quoted price will remain firm and fixed till complete execution of contract.
- iv) Tenderers are advised to fill GST (IGST/CGST/SGST) rates in the BOQ considering its applicability on all heads mentioned in the BOQ.
- v) 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.
- vi) 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 after closing of due date.
- vii) Tenderers are requested to leave the column of price blank in case they are not offering for any particular item. They are requested not to fill "Zero" in the said column in case they are not offering for such item.

19. PRICE VARIATION:

- i) The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government will be considered on production of documentary proof. No escalation/variation on any other grounds whatsoever shall be considered or be admissible.
- 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.
- iii) 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.
- iv) 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.
- v) The supplier shall submit an undertaking with bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- vi) 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."

20. 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.

21. 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-a, b, c & d. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

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

22. INDEMNIFICATION CLAUSE:

Except where arising from the negligence of RSMML or RSMML's employees, the supplier 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 supplier or suppliers personnel or by claims made against RSMML by third parties in respect thereof.

23. PRICE FALL CLAUSE:

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

24. EVALUATION OF TENDER:

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening on the basis of documents furnished along with Part –I of the offer and/or the information gathered by the RSMML about the tenderer. The price bid 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. The company will not entertain any correspondence on this subject.

In case the offer for the make, other than the makes used and established at our plant, found techno-commercially suitable & acceptable as well as financially competitive, a trial order may be placed by RSMML at its sole discretion.

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

25. DETERMINATION OF LOWEST BIDDER:

1. For evaluation purpose, the lowest tenderer shall be determined on the basis of total landed cost of the offered item/s inclusive of all duties, taxes, transportation charges freight insurance, P&F, any other delivery charges up to destination (Exclusive IGST/SGST/CGST) and giving effect of any other duties/taxes levied/exempted by the State/Central Govt. which are applicable directly/indirectly on the supply/use of Material. On similar basis L2, L3, L4... Tenderers will be determined.
2. In case RSMML opt for entering into RC with more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effect, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
3. In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-tender, or company may take any other suitable action as deemed fit looking to the exigency of the work.

26. 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.
- iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

27. TERMS OF PAYMENT & PAYING AUTHORITY:

- i) 100% payment within 30 days of receipt & acceptance of stores at site.
- ii) Billing & Paying Authority : The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority –**Head of Finance, RSMML Jodhpur.**
- iii) Payment will be made through RTGS/NEFT.

28. COMPENSATION FOR DELAYED COMPLETION:

In the event of the supplier fail to deliver the stores as per agreed specifications in full/part as per delivery schedule, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost for 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.

29. RSMML'S RIGHT:

RSMML reserves to exercise following rights at its sole discretion without assigning any reason thereof. The decision of the Company in these regards shall be final and binding.

- i) to reject any or all the tenders received.
- ii) to accept a tender either for the total number of items or part thereof.
- iii) not to accept the lowest tender.
- iv) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- v) to accept/reject offered items based on technical specifications.
- vi) to increase/decrease the quantity.
- vii) to enter into RC with more than one tenderer.
- viii) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information/forged document along with offer and thereafter.

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

30. TERMINATION:

- a. In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.
- b. The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c. Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the supplier at their last notified address. In such an event the supplier shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

29. 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.

30. JURISDICTION: - The contract is subject to the jurisdiction of courts at Jodhpur only in the state of Rajasthan.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

Head & I/c (LS)

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

Signature of Tenderer with official stamps

Place & Date:

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS, GLASSWARE, FILTER PAPER AND OTHER LABORATORY CONSUMABLES ITEMS

GENERAL PROFILE OF TENDERER

1.	Name & address of the tenderer Telephone No Fax No. e-mail Mobile no.			
2.	Status of Tenderer i.e. Manufacture/ Authorized dealer/Distributor/ Stockiest/any other.			
3.	Whether Proprietor/Partnership/ Company.			
4.	Name of owner/partners Directors with full address.			
5.	Annual turnovers in rupees for last three years (in lacs)	2019-20	2018-19	2017-18
6.	PAN No.			
7.	GTIN No.			
8.	HSN Code of offered item			
9.	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing /Service) Category of Enterprise: (Micro/ Small/ Medium)			
10.	Banker details: a) Name b) Branch No. c) Address d) Bank account No. e) Type of A/c :Saving / Current/CC/ any other f) IFSC Code			
11.	Any other important information related to the tender requirement.			
12.	Offered Delivery Period for supply of material from the date of issue of delivery schedule by the consignee. RSMML's preferable delivery period is one month			

Signature of Tenderer with official stamps

Date:

Place:

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS**ACCEPTANCE TO THE TECHNICAL SPECIFICATION****Make: Merck/BDH make Chemicals (No other make of Chemicals is acceptable).**

Type- AR

Name of tenderer: _____

Offered make: _____

Chemicals		
S. No.	Particulars	Deviation if any
For SBU & PC-Limestone		
1	Hydrochloric acid -35%	
2	Ammonia Solution -25%	
3	E.D. TA Salt	
4	Potassium hydroxide	
5	Ammonium Chloride	
6	P ^H Paper	
7	Litmus paper	
8	Hydro Fluoric Acid -48%	
For SBU & PC-Gypsum		
1	Barium Chloride	
2	Hydrochloric acid-35%	
3	P ^H Paper	
4	Litmus paper	
For SBU & PC-Lignite		
1	Benzene	

Special Note:

- i. The Model, Packing, Make etc. Offered by bidder should be specifically mentioned in their offer, along with this bidder has to furnish detailed technical brochure/leaflet/drawing of the make & model offered.
- ii. If, there is any deviation it should be specifically mentioned for proper evaluation of offer.

We hereby confirm and accept to supply of material as per above specifications.

Signature of Tenderer with official stamps

Date & Place

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF GLASSWARE

ACCEPTANCE TO THE TECHNICAL SPECIFICATION

Make: Merck/ Borosil make Glassware (No other make of Glassware is acceptable).

Name of tenderer: _____

Offered make: _____

GLASSWARE		
S. No.	Particulars	Deviation if any
For SBU & PC-Limestone		
1	Conical Flask	
2	Volume Measurement Flask 250 ml B class	
3	Pipette 01ml B class	
4	Pipette 10ml A class	
5	Pipette 20ml B class	
6	Funnel 7.5 cm	
7	Watch glass 80mm (Heavy Wall)	
8	Watch glass 100mm (Heavy Wall)	
9	Burette 10ml	
10	Burette 25 ml	
11	Burette 50 ml	
12	Beaker 250ml	
13	Beaker 500 ml	
14	Beaker 1000ml	
15	Measuring Cylinder 100 ml	
16	Measuring Cylinder 500 ml	
17	Measuring Cylinder 1000 ml	
For SBU & PC-Gypsum		
1	Conical Flask	
2	Funnel 7.5 cm	
3	Watch glass 80mm(Heavy Wall)	
4	Watch glass 100mm(Heavy Wall)	
5	Beaker 250ml	
6	Beaker 500 ml	
7	Beaker 1000ml	
8	Measuring Cylinder 100 ml	
9	Measuring Cylinder 500 ml	
10	Measuring Cylinder 1000 ml	

Special Note:

- i. The Model, Packing, Make etc. Offered by bidder should be specifically mentioned in their offer, along with this bidder has to furnish detailed technical brochure/leaflet/drawing of the make & model offered.
- iii. If, there is any deviation it should be specifically mentioned for proper evaluation of offer.

We hereby confirm and accept to supply of material as per above specifications.

Signature of Tenderer with official stamps

Date & Place

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF FILTER PAPER

ACCEPTANCE TO THE TECHNICAL SPECIFICATION

Make: Whatman make Filter Paper (No other make of Filter Paper is acceptable).

Name of tenderer: _____

Offered make: _____

Filter Paper		
S. No.	Particulars	Deviation if any
For SBU & PC-Limestone		
1	Whatman Filter paper 40 No	
2	Whatman Filter paper 41 No	
3	Whatman clipping 500gm	
For SBU & PC-Gypsum		
1	Whatman Filter paper 42 No	
2	Whatman Filter paper 01 No	
3	Whatman clipping 500gm	

Special Note:

- i. The Model, Packing, Make etc. Offered by bidder should be specifically mentioned in their offer, along with this bidder has to furnish detailed technical brochure/leaflet/drawing of the make & model offered.
- iv. If, there is any deviation it should be specifically mentioned for proper evaluation of offer.

We hereby confirm and accept to supply of material as per above specifications.

Signature of Tenderer with official stamps

Date & Place

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF OTHER LABORATORY CONSUMABLES ITEMS**ACCEPTANCE TO THE TECHNICAL SPECIFICATION****Name of tenderer:** _____

Chemicals				
S. No.	Particulars	Make	Offered make	Deviation if any
For SBU & PC-Limestone				
1	Wash Bottle 500 ml	Torson		
2	Ashbet sheet 12"x12"			
3.	Plastic Beaker 1000 ml	Torson		
For SBU & PC-Gypsum				
1	Wash Bottle 500 ml	Torson		
2	Ashbet sheet 12"x12"			
3.	Plastic Beaker 1000 ml	Torson		
4.	Funnel Stand			
For SBU & PC-Lignite				
1	VM Crucible with Lid(38x25 mm)	Infosil/Vitrosil		
2	Silica Disc (15x48mm)	Infosil/Vitrosil		
3	VM Stand	Infosil/Vitrosil		

Special Note:

- i. The Model, Packing, Make etc. Offered by bidder should be specifically mentioned in their offer, along with this bidder has to furnish detailed technical brochure/leaflet/drawing of the make & model offered.
- v. If, there is any deviation it should be specifically mentioned for proper evaluation of offer.

We hereby confirm and accept to supply of material as per above specifications.

Signature of Tenderer with official stamps

Date & Place

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS, GLASSWARE, FILTER PAPER AND OTHER LABORATORY CONSUMABLES ITEMS

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

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(YES/NO)
2. If yes, please furnish the declaration given below.

We (Name of Tenderer _____), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum No..... and under category of (Manufacturer/Service Provider)

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

Signature of tenderer with official stamp

Date:
Place:

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS, GLASSWARE, FILTER PAPER AND OTHER LABORATORY COSUMBLES ITEMS

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer_____

We confirm that all the terms & conditions of tender is acceptable to us except the following.

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

We further undertake that we have not mentioned any condition anywhere in the tender document, if any may be ignored.

Signature of tenderer with official stamp

Date:

Place:

Confirmation for Remittance of all payments through RTGS

We confirm our acceptance for remittance of all our due payments by RSMML i.e. payment against bills, refund of EMD, refund of SD, etc. through RTGS (Real time gross settlement system) directly to our bank account. Our RTGS details are as under:

S. No.	Description	Tenderer details
1	Name of Tenderer	
2	e-mail ID	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c :Saving / Current/CC/any other	
6	IFSC code	

Signature of Tenderer with official stamps

Date:

Place:

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

Name of Tenderer_____

- I) We confirm that all the terms & conditions of tender are accepted to us and we will supply the material as per technical specifications of tender.
- II) We hereby undertake that we have not mentioned any condition in the price bid.

Signature of tenderer with official stamp

Date:

Place:

DECLARATION OF NON SUSPENSION/NON BANNING/GST

Name of the Tenderer: _____

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

Signature of Tenderer with official stamp

Date:

Place:

Annexure - VIII

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021 FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS, GLASSWARE, FILTER PAPER AND OTHER LABORATORY

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

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Bidder: _____

Particulars	% Rate considered in price bid
Price Basis	For Destination
CGST	
i. Chemicals	@.....%
ii. Glassware	@.....%
iii. Filter Paper	@.....%
iv. Other Consumables Items	@.....%
SGST	
i. Chemicals	@.....%
ii. Glassware	@.....%
iii. Filter Paper	@.....%
iv. Other Consumables Items	@.....%
IGST	
i. Chemicals	@.....%
ii. Glassware	@.....%
iii. Filter Paper	@.....%
iv. Other Consumables Items	@.....%
GST on Transportation, Insurance & any other delivery charges up to destination.	@.....%
Details of Exemption on Duties & Taxes, if any.

Note: 1. Tenderers are requested to mention GST (IGST/CGST/SGST) on said charges in the respective column & row of GST (IGST/CGST/SGST) in Rate Schedule (Price Bid) accordingly.

2. In case the tenderer is availing any exemption/ concession on GST (IGST/CGST/SGST) etc. The details of the same should be clearly provided and the supporting document issued by the respective Govt. Dept./ agencies should be enclosed.

Signature of tenderer with official stamp

Date:
Place:

e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021

**FOR SUPPLY OF DIFFERENT TYPE OF CHEMICALS, GLASSWARE, FILTER PAPER AND OTHER
LABORATORY COSUMBLES ITEMS****DETAILS OF PAST EXPERIENCE**

List of order(s) executed towards supply of similar type of material.

Sr. No.	Name & Address of the Purchaser	Order no. & Date	Brief Description	Value of Work
01				
02				
03				
04				

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

Signature of tenderer with official stamp

Date:
Place:

DECLARATION BY TENDERER

I/We declare that I am/ We are manufacturer/ distributor/Authorised dealer/ bonafide dealers/reputed suppliers 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:

Enclose: Supporting Document towards tenderer status, as above.

FORM OF BID-SECURING DECLARATION

(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:

Bid No.:

Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, In the following cases, namely:-

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

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

We understand this bid securing declaration shall expire if:-

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

Signed: -----

Name: -----

In the capacity of: -----

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

Dated on day of

Corporate seal-----

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

Signature of tenderer with official stamp

Date:

Place:

**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 fulfilment 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:

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the bid; or
 - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
 - g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding qualifications Declaration by the Bidder:

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :
Place :

Signature of Bidder
Name:
Designation:
Address:

Grievance Redress during Procurement Process

The designation and address of the First Appellate Authority is: Mines Dept, GOR

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

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 there under, 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 endeavor 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 –
 - c. Hear all the parties to appeal present before him; and
 - d. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - e. 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.
 - f. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement,
Act 2012**

Appeal No..... of

Before the (First /Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :

5. Number of affidavits and documents enclosed with the appeal :

6. Ground of appeal:.....

.....

.....

.....(Supported by an affidavit)

7. Prayer:.....

.....

Appellant's signature :

Place:

Date:

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
- 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:** 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.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.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.

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)

**e- TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont.-10/2020-21 Dated 09.02.2021
Application by MSME for Purchase Preference in Procurement of Goods**

To,
The General Manager
DIC, District

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

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

12. List of Plant & Machinery installed:

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

13. List of Testing Equipment's installed:

Serial No.	Name of Testing Equipment's	Quantity	Value
1			
2			
3			

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

a. Benefits depositing Bid Security and Performance Security:

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

b. Details of Supply orders received:

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

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

Date

Signature

(Name of the applicant along with seal of post)

Office of the District Industries Centre _____

CERTIFICATE

File No. _____

Date _____

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

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

Office Seal Signature

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

Enclosure-

(1) Application

(2)

Format of Affidavit

I _____ S/o _____ Aged _____ Yrs _____

Residing at _____

Proprietor/Partner/Director of M/s _____ do hereby solemnly affirm and declare that:

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

Name of Item	Production Capacity (Yearly)
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(i)

(ii)

(iii)

(iv)

(v)

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

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

Signature of Proprietor/ Director Authorized Signatory

with Rubber Stamp and date

Date _____

Place _____