



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

REGISTERED OFFICE:
C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan) India
Ph.:+91-141-2743734. 2743934
Fax: +91-141-2743735, 2428739
CIN No.: U14109RJ1949SGC000505

CORPORATE OFFICE:
4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768, 2428763-67
Fax: +91-294-2428768
e-mail - naveengupta.rsmml@rajasthan.gov.in

TENDER DOCUMENT

TO

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

FOR SUPPLY OF EXPLOSIVE ACCESSORY (NON-ELECTRIC INITIATION SYSTEM) AT OUR JAISALMER UNIT IN RAJASTHAN

S. N.	Description	Date	Time
1	Bid Submission Start Date	12.05.2021	10.00.a.m.
2	Bid Submission Closing Date	18.05.2021	6.00 p.m.
3	Techno-Commercial Bid Opening Date	19.05.2021	3.00 p.m.
4	Last date of Submission of Demand Draft / Bankers Cheque/ Bank Pay Orders etc. of Tender Document Fee, Processing Fees and Bid Security Declaration	18.05.2021	Upto 6.00 p.m. on or before 18.05.2021
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://www.sppp.rajasthan.gov.in	
7	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
8	Tender Document Fees	Rs. 1180/- (Inclusive of GST) 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	Rs. 9300/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur as per Bid Security declaration on non judicial stamp paper of Rs. 50/-	



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WEBSITE: WWW.RSMM.COM,

e TENDER NO. RSMM_CO_MM NIT 03 2021-22 Dated 05.05.2021

NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from the manufacturers or their authorized dealers for “SUPPLY OF EXPLOSIVE ACCESSORY (**NON-ELECTRIC INITIATION SYSTEM**)”. Details of product are as below:

S. N.	Description	Approx. total Quantity
1	Non-Electric Initiation System required at our Jaisalmer unit. In combination of DTH 6 mtr. & TLD 4 mtrs, however, size of NEIS may be changed looking to our requirement. Total quantities will be taken in two consignments i.e. each consignment of 75600 mtrs. (DTH 6m-7800 nos and TLD 4m -7200 nos.)	151200 mtrs (30000 nos.) i.e. DTH 6m-15600 nos and TLD 4m -14400 nos.)

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

Gr. General Manager (MM)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

Section – I	Instruction for preparation & submission of tender and conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards banning/suspension, validity of explosive licences and authorised explosive.
Annexure- III	Registration details as per MSMED Act, 2006
Annexure- IV	Undertaking towards acceptance of all terms & conditions of tender
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Details of valid licences towards manufacturing/ possessing/ selling/ Magazines/ Vans etc
Annexure- VII	Details of Past Experience
Annexure- VIII	Distance chart
Annexure- IX	Details of carrying capacity of different type of explosive items
Annexure- X	Check-list to technical specifications
Annexure- XI	Proforma of Bank Guarantee for Security Deposit
Annexure- XII	Format of Bid security declaration.
Annexure- XIII	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

SECTION -1: Instructions for preparation & submission of E-tender and Conditions of E-Tender:

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/through RTGS/NEFT and **declaration of Bid**

Security drawn in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur and declaration of Bid Security shall be submitted to the office of the GGM(MM),4-Meera Marg, Udaipur upto schedule date and time, as above.

- (iv) The **Processing Fee** shall also be in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders through RTGS/NEFT **drawn in favour of “ MD RISL” payable at Jaipur** and shall also be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- (v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- (vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- (vii) The Tender Document is not transferable.
- (viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- (ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :

24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: eproc@rajasthan.gov.in,. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.
- (x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- (xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees & Processing Fees should be submitted offline (manually/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 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) Bidders shall have to furnish the legible/readable bid documents in the “covers” as below/prescribed in the document in PDF/jpg format

xvi) 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 fees through RTGS/NEFT for verification at our end on above mentioned e-mail address.

COVER-A

- Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Processing fees and Bid Security declaration in lieu of bid security.
- General profile of tenderer as per annexure-I.
- Undertaking towards banning/suspensions and validity of licences as per annexure-II.
- Registration details as per MSMED Act, 2006 as annexure-III alongwith supporting documents.
- Undertaking towards acceptance of all terms & conditions of tender as per annexure-IV.
- Details of taxes & duties offered in price bid as per annexure-V.
- In case of participation by authorised/accredited dealer/distributor/C&F etc. on behalf of their manufacturer, the dealer has to furnish

authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.

COVER-B

- Details of valid licences towards manufacturing/ possessing/ selling/ Magazines/ Vans etc issued by PESO/CCOE as per annexure-VI alongwith attested copies of all the supporting documents.
- Details of Past Experience as per annexure-VII alongwith attested copies of supporting documents like purchase orders/ Rate Contracts etc.
- Distance Chart as per annexure-VIII.
- Details of Carrying Capacity of explosive vans as per annexure-IX.
- Check-list to technical specification for the tendered products as per annexure-X.
- Sealed & signed copies of annexure-A to D.
- 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 DDs/BCs towards tender document fee/ Processing Fees /Bid Security Declaration 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 DDs/BCs towards tender document fee/ Processing Fees /Bid Security Declaration to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

In case of furnishing fees through NEFT/RTGS, tenderes are requested to forward the UTR no. & other relevant details through email immediately after deposition of fees through RTGS/NEFT for verification at our end.

3.0 Delivery Basis: To be delivered at Magazines situated at Jaisalmer Unit.

4.0 SPECIAL TECHNICAL SERVICE: In addition to normal after-sales-technical services the tenderer are to provide Special Technical Services at no extra cost as follows :

- i) Tenderers shall depute their technical services team with a view to improve drilling pattern and blasting efficiency as & when required.

- ii) Whenever there is a special problem referred to the tenderer like vibration and noise near any structure or dwelling, near technical representative should immediately attend to that and solve the problem.
- iii) Whenever the explosive efficiency comes low, the tenderer should give technical expertise in designing the pattern to improve the blasting efficiency depending upon the requisition by the consignee.
- iv) Tenderers should explain the technical details of their products as well as to make the people understand and implement the users of the explosives for safe and efficient operation.

5.0 GUARANTEE & WARRANTY AND SHELF LIFE:

Tenderer should specify the shelf life of item as per annexure- X, which should not be less than 6 months from the date of supply.

In case, the materials does not meet to specifications due to faulty manufacturing and/or sub standard quality, the tenderer would replace the goods within 15 days from the date of notice at their cost & risk. The rejected stores may be lifted by the party at their cost during the return trip of the replacement consignment, failing which company may make arrangement for returning the rejected stores back to supplier at the supplier's risk & cost by arranging explosive van from nearest available source.

6.0 PERFORMANCE GUARANTEE:

If at any time during the guarantee period the stores do not confirm to the Company's requirements/ specifications and/or do not meet the desired performance/specifications the supplier will lift the material on it's own expenses within a time to be specified by the Company. In the event the supplier failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the supplier / adjusted from any due payment without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.

7.0 DELIVERY TERMS:

Tenderer will supply consignment within 21 days from the date of issuance of RE-11 by the SBU(LS). RSMML may change the delivery schedule but at least 10 days prior intimation will be given to effect the change in delivery schedule. No claim what-so-ever on this account will be entertained.

On receipt of Delivery schedule from the consignee, supplier shall acknowledge the same immediately and shall intimate about dispatch particulars of consignment in advance mentioning the expected date of delivery.

The supplier shall also intimate the details about mobile no. of explosive van driver before dispatch of consignment to destination. Delivery schedule ref. no. & date of indent in Form-11 shall be mentioned in the bills & photocopy of both shall also be enclosed with the bills and should be sent along with the material at the time of delivery of the consignment.

8.0 SPECIFICATION & QUANTITY:

S. N.	Description	Approx. Quantity
1	Non-Electric Initiation System required at our Jaisalmer unit. In combination of DTH 6 mtr. & TLD 4 mtrs, however, size of NEIS may be changed looking to our requirement. Total quantities will be taken in two consignments i.e. each consignment of 75600 mtrs. (DTH 6m-7800 nos and TLD 4m -7200 nos.)	151200 mtrs (30000 nos.) i.e. DTH 6m-15600 nos and TLD 4m - 14400 nos.)

Note: i. RSMML may place repeat order for 50% of the value of goods of the original contract on the same rate, terms and conditions.

ii. The quantity mentioned herein above is tentative and indicative only. However, tenderer has to supply the explosive items as per the actual requirement and the delivery schedule placed by consignee. No claim whatsoever on this account will be entertained.

9.0 DESTINATION:

Destination Code	Destination (Explosive Magazine & its approx. distance)
Jaisalmer	Sanu Mines, 60 Kms from Jaisalmer

Note: The above distances are for reference only. Tenderers are advised to verify the actual distance for each destination themselves from their supply magazine to RSMML magazine before furnishing their tender. No claim what so ever will be admissible for the transportation charges over and above the offered distance.

10.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **four months** from the date of opening of 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.

11.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) **In lieu of Bid Security of Rs. 9300/-, a bid security declaration will be furnished by the bidder (as per attached Annexure-XII on non-judicial stamp paper of Rs. 50/-) in favour of RSMML. Offers not accompanied with the requisite Bid Security declaration will not be considered.**
- b) Tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 500/- towards processing fees by RTGS/Demand Draft/Bankers Cheque/ Bank Pay Orders 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 or Bank Guarantee will not be accepted.
- c) RTGS details/Demand Draft/ Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees 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 should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.
- d) **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 fees through RTGS/NEFT for verification at our end on above mentioned e-mail address.

12.0 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 2.5 % of the total estimated value of the contract by way of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa from any Public Sector/HDFC/ICICI/AXIS Bank (except SBI) having their branch at Udaipur, within 21 days from the date of award of LOA/PO. The Bank Guarantee should be valid for a period of 12 months (inclusive of claim period).
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the tenderer either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- iii) The Company is empowered to recover any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactorily performance or non fulfillment of any of the conditions of the tender/contract from the S.D.

- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantee and after discharge of all the tenderer's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the tenderer's responsibility or liability pertaining to its obligations and guarantee under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) 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) No interest shall be payable on SD.
- ix) S.D. should be send to the office of GGM(MM),CO.

13.0 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 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-
 - 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- XII and Annexure-XIII.

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.

14.0 Consignee:

Head & Incharge, SBU-PC (LS)
or his authorized officer.
RSMML Ltd, Jaisalmer & Gotan.

15.0 Qualifying Criteria:

- (a) Tenderer should be manufacturer or it's authorised/accredited dealer/distributor/C&F etc. In case of participation by authorised/accredited dealer /distributor/C&F etc. on behalf of their manufacturer, they have to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.
- (b) The tenderer (OEM or its authorized authorised/accredited dealer/distributor/C&F etc.) should possess a valid license to manufacture, store & supply Explosive from the Chief Controller of Explosive, as the case may be.

The Techno-commercial suitability of the offers will be ascertained on the basis of Qualifying Requirement, documents submitted alongwith 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.

In case the offer for other make, then the makes used at RSMML mines & established, found techno-commercially suitable & acceptable as well as financially competitive, RSMML may begin with a trial order at its sole discretion.

The tenderer/ bidder 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.

16.0 STATUTORY OBLIGATIONS:

- i) The explosive should be supplied only with valid approval from statutory Authorities like DGMS, CCOE etc., wherever it is mandatory. The tenderer will be responsible for the compliance of all statutory laws and all applicable rules and have to indemnify RSMML on this account.
- ii) Tenderer will ensure to get proper indents in FORM RE-11 and no explosives van should be sent without the indent in FORM RE-11. This is absolutely imperative.
- iii) Tenderer will ensure all safety measures in respect of manufacturer, storage, transportation, delivery etc. of Explosives.
- iv) Tenderer must have valid Statutory Licenses from Chief Controller of Explosives for the above work and transportation of Explosives.

- v) Tenderer must also ensure compliance of all relevant Statutory requirement under explosive rule 2008/explosive act 1884, Mines Act 1952/MMR 1961 or any other act / rules of state/ central Govt. deptt./ agency till the completion of the contract.
- vi) Tenderer will ensure proper documentation as per the provisions of PESO to execute the supply of explosive items against the delivery schedule

Note: In case the tenderer is authorised dealer then they themselves and their principal will adhere to above statutory obligations for manufacture, storage, usage, transportation etc.

17.0 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 regard shall be final and binding.

- a) not to accept any offer or reject any or all the offers.
- b) to accept/ reject offer for any product or for all the products offered by the tenderer on the basis of technical and/or safety aspects.
- c) to cancel the tender, postpone it for another date
- d) to divide the quantity into more than one tenderer.
- e) to increase/ decrease the quantity.
- f) to enter into contract with more than one supplier.
- g) to ask the original documents to verify the authentication of documents uploaded into the system.

18.0 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- IV'. 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.
- iv) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

19.0 PRICE:

i) The firm & fixed price should be quoted in Indian Currency strictly as per BOQ Format in cover-C.

ii) **IMPORTANT INSTRUCTIONS FOR BIDDERS TO OFFER THEIR PRICES IN BOQ**- Tenderers are requested to offer their basic price, handling charges, GST, freight, insurance & any other delivery charges **on per 1000 mtr** considering the lot size basis mentioned as below-

s.n.	Row no. of BOQ	Name of item and destination	Considering the single consignment lot size	Unit of quoting price in BOQ considering lot size as mentioned in previous column (D)
A	B	C	D	E
1	1.1	Non-Electric Initiation System for Jaisalmer mines (NEIS consignment size is 15000 nos. i.e. 75600 mtrs.)	Jaisalmer DTH 6m-7800 nos and TLD 4m -7200 nos., however, size of NEIS may be changed looking to our requirement.	Rs. Per 1000 MTRS

iii) **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 after closing of due date.**

iv) **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.**

v) Price will remain firm and fixed during the period of contract.

vi) Please quote the duties and taxes as applicable on the date of submission of offer separately against each item. In the event of any increase/decrease in the Taxes & duties as offered in the price bid by the Government the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The increase shall be payable only on the production of authentic documentary proof by the tenderer.

vii) 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.

viii) Please quote handling charges for explosives/accessory items on per 1000 Mtr basis.

ix) Bidders are requested to mention carrying capacity of Vans as per Annexure 'IX'.

x) The price comparison will be made on the calculated landed cost of various types of explosive at respective destination depending upon the capacity of magazine &/or capacity of VAN &/or consignment size/ requirement. The

effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered items will be given while calculating the landed cost.

- xi) In case it is decided not to consider any of the offered product of any tenderer due to technical/ safety reasons, RSMML will not consider the offer for the same.

20.0 DETERMINATION OF LOWEST BIDDER:

- a) The item wise lowest tenderer will be determined on the basis of total calculated landed cost on 15000 nos. (75600 mtrs. van load consignment basis). The landed cost will include the basic price, handling charges, transportation & any other delivery charges except GST (i.e. IGST/CGST/SGST) and giving effect of direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered items.
- d) In case RSMML decides for parallel orders, then the negotiations will be held with L2 & other tenderers to match /rationalize the L1 price in order of their ranking.
- 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.
- f) The landed cost will be calculated on the basis of required quantity for each type item in a single consignment separately, depending upon the capacity/requirement of our magazine &/or capacity of VAN &/or consignment size. Accordingly, item wise L-1 bidder will be determined adding the suitable transportation charges. Online comparative chart may not necessarily generated, if generated, may not be treated as final.

21.0 NEGOTIATIONS:

- i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding and order be awarded to the tenderer who accepts the counter offer.
- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

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

If at any time before the commencement of the supply, the Company for any reason, whatsoever do not require the whole supply or part thereof as specified in the schedule of supplies, shall give notice in writing of the same to the supplier and the supplier shall neither be entitled to any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the supplier be entitled to any claim or compensation for re-scheduling of delivery period.

23.0 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.

24.0 TERMS OF PAYMENT :

- i) 100% payment within 30 days on receipt and acceptance of material at site.
- ii) Billing & Paying Authority: The bill in triplicate along-with the supporting documents should be sent to office of GGM (MM) for release of payment. Payment disbursing authority – FA, RSMML, Udaipur.
- iii) Payment will be made through RTGS only.
- iv) 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.
- v) 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.
- vi) 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."
- vii) 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.'

25.0 MANUFACTURER:

Please indicate the name of the manufacturers for the stores. In case tenderer is authorised dealer, please state the relationship with the manufacturer and enclose the valid authorisation certificate of the manufacturer to this effect.

26.0 COMPENSATION FOR DELAYED DELIVERY:

In case the supplier fails to deliver the stores as per agreed specifications in full/part within the delivery date or the stores are rejected, the Company shall be entitled at its option:

- a) to recover from the supplier as agreed pre determined compensation @ $\frac{1}{2}$ % per week of the value of the undelivered stores, for each Week or part thereof subject to a maximum of 5% of value of undelivered store.
- b) either to purchase from elsewhere, without notice to supplier at his risk and cost for full or undelivered part, as the case may be.
or
- c) to cancel the contract.

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

27.0 PERFORMANCE REVIEW : In the event, at any time during the contract period, it is found that the performance of items supplied by the tenderer are not satisfactory, RSMML reserves the right to cancel the order prior to the date of completion of contract period without assigning any reason(s) thereof.

28.0 TESTING:

RSMML may test the explosive /accessory items for technical specifications once in every three months through a reputed third party agency like Deptt. of Explosives, CIMFR, Dhanbad etc. based on random sampling method. If any product fails in the test, then necessary action may be taken as per terms of contract including rejection of the product/termination of RC. All the testing charges will be born by RSMML and the result of the same will be informed to the party for improvement in their supplied explosive items.

29.0 PRICE FALL CLAUSE:

In the event of tenderer 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 tenderer must intimate RSMML as soon as they accept lower prices from any other company including PSU and Govt. Organisation.

30.0 PURCHASE PREFERENCE TO MSME FIRMS:

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

31.0 TERMINATION :

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.

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.

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.

32.0 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.

33.0 JURISDICTION :

The Law of the land will prevail and legal jurisdiction shall be the Courts situated in Udaipur in the State of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED

GGM(MM)

I / We have studied the Technical Specifications above terms and conditions stated in SCC & GCC and having understood fully. I/We shall abide by and adhere to the above terms and conditions.

Signature and Seal of the Tenderer

Place :

Date :

Annexure - 'I'**e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021****GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer with telephone No., Fax No., e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of owner/partners Directors with full address.			
5	Name of the Manufacturer of Offered Products			
6	Annual turnovers in rupees for last three years.	2017-18	2018-19	2019-20
7	PAN No.			
8	GSTIN No.			

9	<p>Entrepreneurs Memorandum no. as per MSMED Act 2006</p> <p>Nature of Activity (manufacturing/Service)</p> <p>Category of Enterprise: (Micro/ Small/ Medium)</p>	
10	<p>Banker details for payment purpose:</p> <p>a) Name</p> <p>b) Branch No.</p> <p>c) Address</p>	
11	Bank Account No.	
12	Type of A/c : Saving / Current/CC/ any other	
13	IFSC code	
14	Earliest possible Delivery Period	
15	Any other relevant details	

Date & Place:

Signature of tenderer with official stamp

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING, VALIDITY OF LICENCES AND AUTHORISED EXPLOSIVE.

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

Name of the Tenderer: _____

- a) We hereby declare that we have not been banned/suspended or de-listed by RSMML 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 hereby declare that licenses for manufacturing & possess for sale of offered products are not suspended/cancelled/surrendered till date and are valid as per guidelines of CCOE/PESO.
- d) We hereby declare that the offered products are in the authorized explosive list of PESO/CCOE.

Signature of Tenderer with official stamp

Place:

Date:

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

Registration details as per Micro, Small & Medium Enterprises Development Act,2006.

(To be submitted with PART – I Technical Bid)

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

Signature of tenderer with official stamp

Date:
Place:

Annexure - 'IV'

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

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.

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

Signature of tenderer with official stamp

Date:

Place:

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021
DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

Particulars	% Rate considered in price bid
CGST on offered product	@.....%
SGST on offered product	@.....%
IGST on offered product	@.....%

Signature of tenderer with official stamp

Date:

Place:

Annexure - 'VI'

DETAILS OF VALID LICENCES TOWARDS MANUFACTURING/ POSSESSING/ SELLING/ MAGAZINES/ VANS ETC ISSUED BY PESO/CCOE ALONGWITH COPIES OF ALL THE DOCUMENTS.

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

Name of Tenderer _____

License no.	Name of the licensee	Purpose of license	Product, Class & Division	Licensed Capacity /Qty.	Validity of License

Note: Enclose Scanned copies of licenses & supporting Documents.

Signature of tenderer with official stamp

Date:

Place:

Annexure “VII”

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

DETAILS OF PAST EXPERIENCE ALONGWITH COPIES OF ALL THE DOCUMENTS LIKE PURCHASE ORDERS, PERFORMANCE CERTIFICATE ETC.

Sl. No	Purchaser's Name & Address	Order No. & Date	Description of items	Qty.

Note: Enclose Scanned order copies & supporting Documents.

Signature with Office Seal of the Tenderer

Date

Place

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

DISTANCE CHART (UPTO RSMML MAGAZINES) IN KMS.

ONE WAY DISTANCE

Source of supply	Destination- Jaisalmer

Signature of tenderer with official stamp

Date:

Place

Annexure - 'IX'

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

DETAILS OF CARRYING CAPACITY OF DIFFERENT TYPE OF ITEMS IN DIFFERENT CAPACITY EXPLOSIVE VANS.

S.no.	Capacity of Offered Explosive Van	Carrying Capacity of NEIS in mtrs
1 MT	
2 MT	
3 MT	
4 MT	

Date:
Place

Signature of tenderer with official stamp

Annexure “X”

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

“Check List to Technical Specifications)

Sl. No.	Product	Place of supply	Make	Offered Product Name	PESO code of Offered Product	Deviation to the Specs, if any	Shelf Life of offered product	Whether included in the authorized explosive list of PESO or not	Standard packing size of offered product
1	2	3	4	5	6	7	8	9	10
1	Non-Electric Initiation System in combination of DTH & TLD DTH 6 mtr. length TLD 4 Mtrs length								

Place:

Date:

Signature with Office Seal of the Tenderer

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021
PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G _____ Dated _____

Contact details of BG issuing Banker :

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

Contact details of Banker's local branch at Udaipur :

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

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

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

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

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

proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

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

- e) We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
- f) 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.
- g) 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.
- h) We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- i) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
- j) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation) _____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____ 2021.

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

FORMAT OF DECLARATION IN LIEU OF BID SECURITY.
(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 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 :-----

In the capacity of:-----

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

Dated on day of

Corporate seal-----

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

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

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

To: RSMML

We, the undersigned, declare that:

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

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

Signature of tenderer with official stamp

Date:

Place:

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

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

Any person participating in a procurement process shall –

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

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

Annexure B: Declaration by the Bidder regarding qualifications

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021
Annexure C: Grievance Redressal 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 endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be .

4) Appeal not to lie in certain cases

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

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

5) Form of Appeal

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

6) Fee for filing appeal

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

7) Procedure for disposal of appeal

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

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

Appeal No..... of
Before the(First /Second Appellate
Authority)

1. Particulars of appellant :
(xvi) Name of the appellant :
(xvii) Official address, if any:
(xviii) Residential address:
2. Name and address of the respondent(s) :
(i)
(ii)
(iii)
3. Number and date of the order
appealed against and name and
designation of the officer/authority
who passed the order (enclose copy),
or a statement of a decision, action or
omission of the Procuring Entity in
contravention to the provisions of the
Act by which the appellant is
aggrieved:
4. If the Appellant proposes to be
represented by a representative, the
name and postal address of the
representative :
5. Number of affidavits and documents
enclosed with the appeal :
6. Ground _____ of _____ appeal
:.....
.....
.....(Supported by an affidavit)
7. Prayer:.....
.....
.....
.....

Place:
Date:

Appellant's signature :

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021
Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors :

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

e TENDER NO. RSMM CO MM NIT 03 2021-22 Dated 05.05.2021

Form A

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,
The General Manager
DIC, District

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

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

12. List of Plant & Machinery installed:

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

13. List of Testing Equipments installed:

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

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

a. Benefits depositing Bid Security and Performance Security:

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

b. Details of Supply orders received:

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

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

Date

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

Office of the District Industries Centre _____

CERTIFICATE

File No. _____

Date _____

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

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

Office Seal Signature

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

Enclosure-
(1) Application
(2)

Format of Affidavit

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

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

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

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

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

Place _____

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