



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

Registered Office
C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
Fax: +91-141-2743735

CIN No.: U14109RJ1949SGC000505

PAN No : AAACR7857H

GSTIN No. 08AAACR7857 H1Z0

Corporate Office

4, Meera Marg,
Udaipur – 313 001

Ph.: -91-294-2428768,2428763-67

Fax: +91-294-24287,2428739

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

website: www.rsmm.com

TENDER DOCUMENT

TO

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23 Dated 13.07.2022

e- TENDERS ARE INVITED FOR SUPPLY OF HELICAL GEAR BOX, H3-225, RATIO 52.1/1, P-1 (FOR 45 KW MOTOR) WITH RHB AND FAN FOR OUR C&S PLANT, SANU MINES, JAISALMER.

s.n.	Description	Date	Time
1	Bid Submission Start Date	20.07.2022	10.00 a.m.
2	Bid Submission Closing Date	03.08.2022	6.00 p.m.
3	Techno-Commercial Bid Opening Date	04.08.2022	3.00 p.m.
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	03.08.2022	Upto 6.00 p.m.
5	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
6	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com , http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in/	
7	Website for submission of tender/bid (only online)	http://eproc.rajasthan.gov.in	
9	Tender Document Fees	Rs. 1180/- (Inclusive of GST-18%) in favor of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
10	RISL Processing Fees	Rs. 500/- in favor of "MD RISL" payable at Jaipur	
11	Bid Security	As per tender clause no. 4 RTGS/Demand Draft/Bankers Cheque/ Bank Pay Orders of Rs. 23000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	



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Dated 13.07.2022

NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from manufactures or their authorized channel partners/dealers/distributors for following work-

Description	Qty.
SUPPLY OF HELICAL GEAR BOX, H3-225, RATIO 52.1/1, P-1 (FOR 45 KW MOTOR) WITH RHB AND FAN FOR OUR C&S PLANT, SANU MINES, JAISALMER.	1 Set.
Required make of Gear Box: - Premium Transmission / David Brown /Flender /Redicon / Elecon	

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

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

e TENDER NO. RSMM CO MM NIT 05 2022-23

General	Instruction for preparation & submission of tender and General Conditions of e-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards acceptance of all terms & conditions of tender
Annexure- III	Undertaking towards non suspension/non banning and GST
Annexure- IV	Registration details as per Micro, Small & Medium Enterprises Development Act,2006.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI, & VI,a,b,c,d,e,f	Check-list to technical specification and other related details/drawings
Annexure-VII	Declaration by tenderer
Annexure- VIII	B.G. for Security Deposit
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:

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 **Bid Security** drawn **in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** 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 :
The 24 x 7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593, (Local Help Desk No. 0141-4022688 available all working days between 9.30 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 Bid Security, 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.
- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**
- xvi) Provisions of Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013 & subsequent amendments time to time, will also be applicable.
- xvii) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :
 - i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract
 - v) Form-A, format of application by MSNE for purchase preference in procurement of goods.
 - vi) Form -B, format of affidavit.

COVER-A

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders /NEFT / RTGS details towards Tender document Fees, Processing fees and Bid Security.
- ii) Authorisation in favour of a person signing tender document.
- iii) General profile of tenderer as per annexure-I, Undertaking towards acceptance of all terms & conditions of tender as per annexure-II and Undertaking towards non suspension/ non banning / GST as per annexure-III.
- iv) Registration details as per MSMED Act, 2006 as per annexure-IV.
- v) Details of taxes & duties offered in price bid as per annexure-V.

COVER-B

- vi) Check-list to technical specifications as per annexure VI & VI,a,b,c,d,e,f.
- vii) Declaration as per annexure-VII alongwith documents. In case of authorized dealers/channel partner, submit the authorization certificate from the respective manufacturer.

- viii) Detailed specifications and illustrated catalogue and specific technical information, if any.
- ix) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure- D and Duly Filled, Sealed and Signed Annexure-B.
- x) Form A and B.

COVER-C

- **Price Bid in Excel format.**

2.0 SUBMISSION & OPENING OF TENDERS:

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

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

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/ Bid Security Declaration / Processing Fees to the office of GGM(MM) within the specified time & date of submission, failing which, their online bids will not be opened.

3.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 months from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the Bid Security deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer (LOA/PO) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

4.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) Bid Security of Rs. 23000/-, will be furnished by the bidder in favour of RSMML by RTGS/Demand Draft/Bankers Cheque/ Bank Pay Orders only to the office of GGM(MM) within the specified date & time. Offers not accompanied with the requisite Bid Security 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.

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.

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

Our Bank Details are as under:

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

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

5.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) Successful bidder(s) is to furnish Security Deposit cum Performance Guarantee (Performance Security) as below-

The rate of security deposit (performance security) as per the prevailing terms and condition of the Company is @ 5% of total estimated order value. However, the reduced performance security @ 2.5% of the total order value will be taken initially in compliance of the notification dated 18.12.2020 issued by finance department, Govt. of Rajasthan pertaining to amendment in RTPP Rule no. 75(2) applicable up to 31.03.2023. In case, The Govt. of Rajasthan either revises the rates of security deposit (performance security) later at any date or does not extend the existing date of providing the benefits of reduced security deposit (i.e. 31.03.2023), the successful bidder would be bound to deposit the deferential security deposit amount toward performance security either through any options as specified below, within a period of 30 days of the demand raised by the Company. In case of non-payment of deferential amount in the stipulated time period (or as extended by the company), the company may recover the same from due payments to bidder and/or take penal action as per provision of tender/other guidelines.

Security Deposit cum Performance Guarantee will be submitted by the bidder in the form of 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 Udaipur, within 21 days from the date of LOA/PO on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 18 months plus 6 months 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 supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfilment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification 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 the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable on the date of issue of BG.
- viii) S.D. should be send to the office of GGM(MM), CO, Udaipur.

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

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided, if sought by the bidder-
- 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 & Security Deposit, however, they will have to furnish declaration as per annexure- IX & X.

Except above, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

7.0 SCOPE OF SUPPLY & SPECIFICATIONS:

- A. The specifications for supply of Helical Gear Box, H3-225, Ratio 52.1/1, P-1 (For 45 KW Motor) with RHB and Fan, is given at annexure-VI & VI (a-f). Tenderer is requested to furnish the required technical details / confirmations in the annexure-VI itself.

Required Makes: Premium Transmission/ David Brown /Flender /Redicon/Elecon

Note- Existing Gear Box installed is of Premium Transmission make sr. no. HG-5426 and details of its Dimensions, Drawing of Foundations & other technical details are attached as Annexure-VI, a,b,c,d,e,f.

Bidders are to offer the gear box with same all dimensions & frame/foundation pattern matching with the existing Premium Transmission make Gear Box and should be one to one replacement of existing Premium Transmission make Gear Box.

Bidders may visit our site at Sanu Mines, Jaisalmer to confirm the details, if they so require, for exact details of the required Gear Box etc.

- B. The scope of supply shall be the delivery of stores by the tenderer in accordance with agreed Specifications, Terms and Conditions.
- C. 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.
- D. The tenderer shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.

8.0 CONSIGNEE: The Consignee is:
The Group General Manager, SBU-PC (LS)
Or his authorised representative
Rajasthan State Mines & Minerals Ltd.
Jodhpur(Raj)

9.0 RSMML's RIGHT:

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

- a) to reject any or all the tenders received.
- b) to accept or not to accept the offer of lowest tenderer.
- c) to accept/reject any tender on technical grounds based on RSMML requirement.
- d) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- e) to increase/decrease the quantity as per work requirement.

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.

10.0 RATES:

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- ii) **Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal. Further, tenderers are advised to recheck the filled prices of each item to its correctness before uploading the BoQ on portal. RSMML will not entertain any claim on this account at any point of time.**
- iii) The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc. upto destination. The quoted price will remain firm and fixed till complete execution of the contract.

11.0 PRICE VARIATION:

- i) The quoted price should 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.
- 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 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."
- 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.'

12.0 QUALITY OF GEAR BOX & STANDARD APPLICABLE WARRANTY:

- (i) The tenderer shall warrant that the items supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- (ii) The items will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.
- (iii) The supplier shall guarantee/warranty for the satisfactory performance of the items for a period of 12 months from the date of fitment or 18 months from the date of receipt of stores at site, whichever is earlier. This warranty shall survive inspection and acceptance of the goods.
- (iv) In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective items will be repaired/ replaced by the supplier at site free of cost within 30 days from the date of issue of letter (by registered/speed post/mail) of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

13.0 DETERMINATION OF LOWEST BIDDER:

- i) The lowest tenderer shall be determined on the basis of the total landed cost at our Jaisalmer Mines inclusive of all taxes, duties, transportation, insurance, and any other delivery charges upto destination except GST. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered store will be given while calculating the landed cost.

- ii) 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.

a) 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.

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

14.0 DELIVERY PERIOD:

The tenderer is requested to offer minimum possible delivery period for supply of tendered item.

15.0 SUITABILITY & CONFORMITY OF ITEMS TO OUR EQUIPMENT:

Tenderer should confirm 100% suitability and fitment of offered items to the parent equipment, for which the items are required, without major fitment alteration and affecting the performance of the equipment. Offered Gear Box should be one to one replacement of existing Premium Transmission make Gear Box.

16.00 SUPERSEDING PART NUMBERS OF SPARES:

If any part number of the offered items stands superseded, tenderer shall supply such spares with superseded part numbers with proof thereof. However the items with superseding part number should not be a barrier in proper fitment and performance of the item.

17.0 INSPECTION:

- i) The Inspection of ordered Gear Box will be as per the technical specifications mentioned in the order.

- ii) The inspection shall be carried out at consignee's end after receipt of the material at site, which will be final and binding to both the parties.
- iii) In case of rejection of Gear Box, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- iv) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

18.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- i) 100% Payment within 30 days after receipt and acceptance of stores by consignee.
- ii) **Billing & Paying Authority:** The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority – **F.A. RSMML, Corporate office, Udaipur.**
- iii) Payment will be made through RTGS/NEFT only.

19.0 COMPENSATION FOR DELAYED DELIVERY:

In the event of the supplier fails to deliver the stores & Complete the work 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 supplier as agreed compensation @ ½ % of the value of the undelivered stores, for each week or part thereof subject to a maximum of **5%** of value of undelivered store/work.
 - b) 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) Company will be empowered to purchase the stores which are readily available to meet his requirements, irrespective of the fact whether these are similar or not.

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

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Annexure- II. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

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

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

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

22.0 INDEMNIFICATION:

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

23.0 TERMINATION:

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

24.0 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.

25.0 JURISDICTION:

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

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

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

Signature of Tenderer with official stamps

Place & Date:

e_TENDER NO. RSMM_CO MM NIT_05_2022-23
GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer with Telephone No., Mobile no. Fax No., e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years.	2020-21	2019-20	2018-19
6	PAN No.			
7	GSTIN 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 for payment purpose: i) Name ii) Branch No. iii) Address			

11	Bank Account No.	
12	Type of A/c : Saving / Current/CC/ any other	
13	IFSC code	
14	Offer earliest possible Delivery Period from the date of issue of PO	

Signature of tenderer with official stamp

Date & Place:

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer_____

We confirm that all the terms & conditions of tender are 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 may not accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

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

Signature of tenderer with official stamp

Date:

Place:

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING / GST

Name of the Tenderer: _____

- a) We hereby declare that we have not been banned/suspended or de-listed by RSMML or any other procuring entity in past as per points of annexure-A.
- 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."

Signature of Tenderer with official stamp

Place:
Date:

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

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

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

Signature of tenderer with official stamp

Date:

Place:

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer _____

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

Signature of tenderer with official stamp

Date:
Place:

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

**FOR SUPPLY OF PREMIUM TRANSMISSION/DAVID BROWN /FLENDER
/REDICON/ELECON MAKE HELICAL GEAR BOX.**

CHECK LIST TO SPECIFICATIONS

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

Required make- Premium Transmission / David Brown /Flender /Redicon / Elecon

Offer make out of above makes.-

Model -

Name of Tenderer _____

S.N	Description/ Specifications	Total Qty. in Nos.	Name of Offered make & Model No.	Confirm each item/Deviation, if any
1	Supply of Helical Gear Box, H3-225, Ratio 52.1/1, P-1 (For 45 KW Motor) with RHB and Fan for our C&S Plant, Sanu Mines, Jaisalmer as per the specifications and terms & conditions mentioned in tender. Required make of Gear Box: Premium Transmission / David Brown /Flender /Redicon / Elecon	1 Set		

Note-

- i) Existing Gear Box installed is of Premium Transmission make sr. no. HG-5426 and details of its Dimensions, Drawing of Foundations & other technical details are attached as Annexure-VI, a, b, c, d, e, f.
- ii) Bidders are to offer the gear box with same all dimensions & frame/foundation pattern matching with the existing Premium Transmission make Gear Box and should be one to one replacement of existing Premium Transmission make Gear Box.
- iii) Tenderer may visit our site at Sanu Mines, Jaisalmer to confirm the details, if they so require, for exact details of the required Gear Box etc.

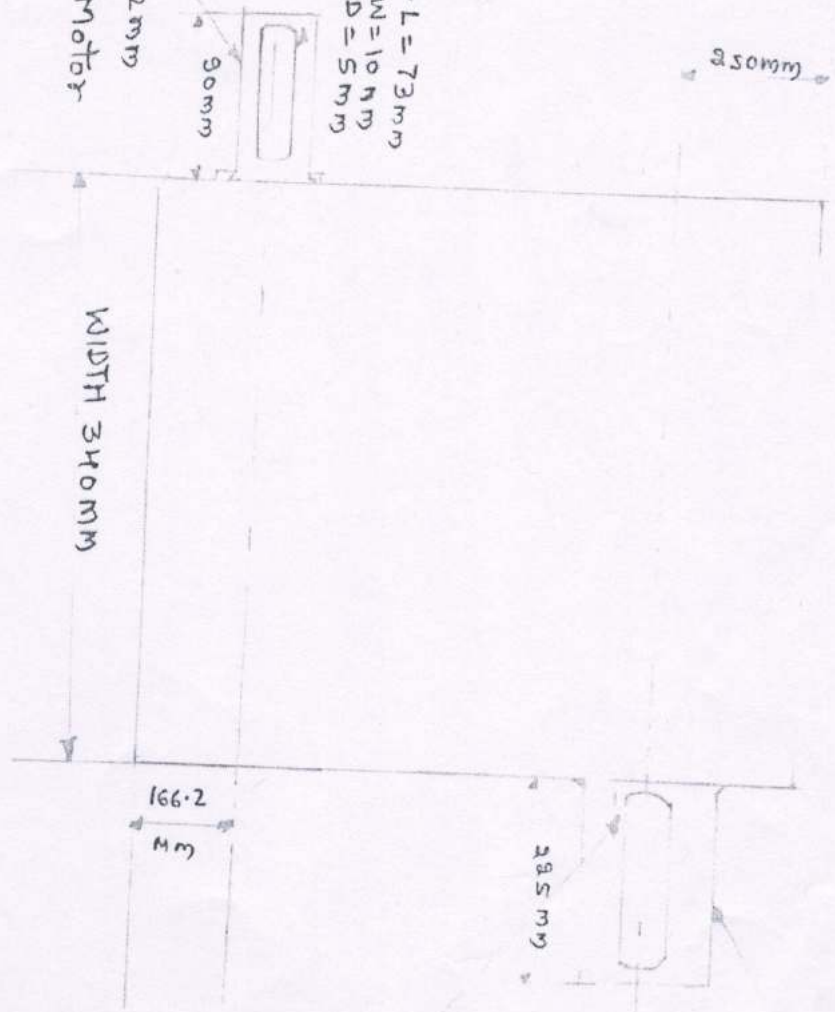
Signature of Tenderer with official stamps

Place & Date.

Gear Box Type - H3 (285) Foot Mounted Units

Input shaft $\phi 32\text{mm}$
Coupling Attached with Motor
4.5 kW

Keyway $L = 73\text{mm}$
 $W = 10\text{mm}$
 $D = 5\text{mm}$



Output shaft
 $\phi 30\text{mm}$
Coupling Attached
with Head

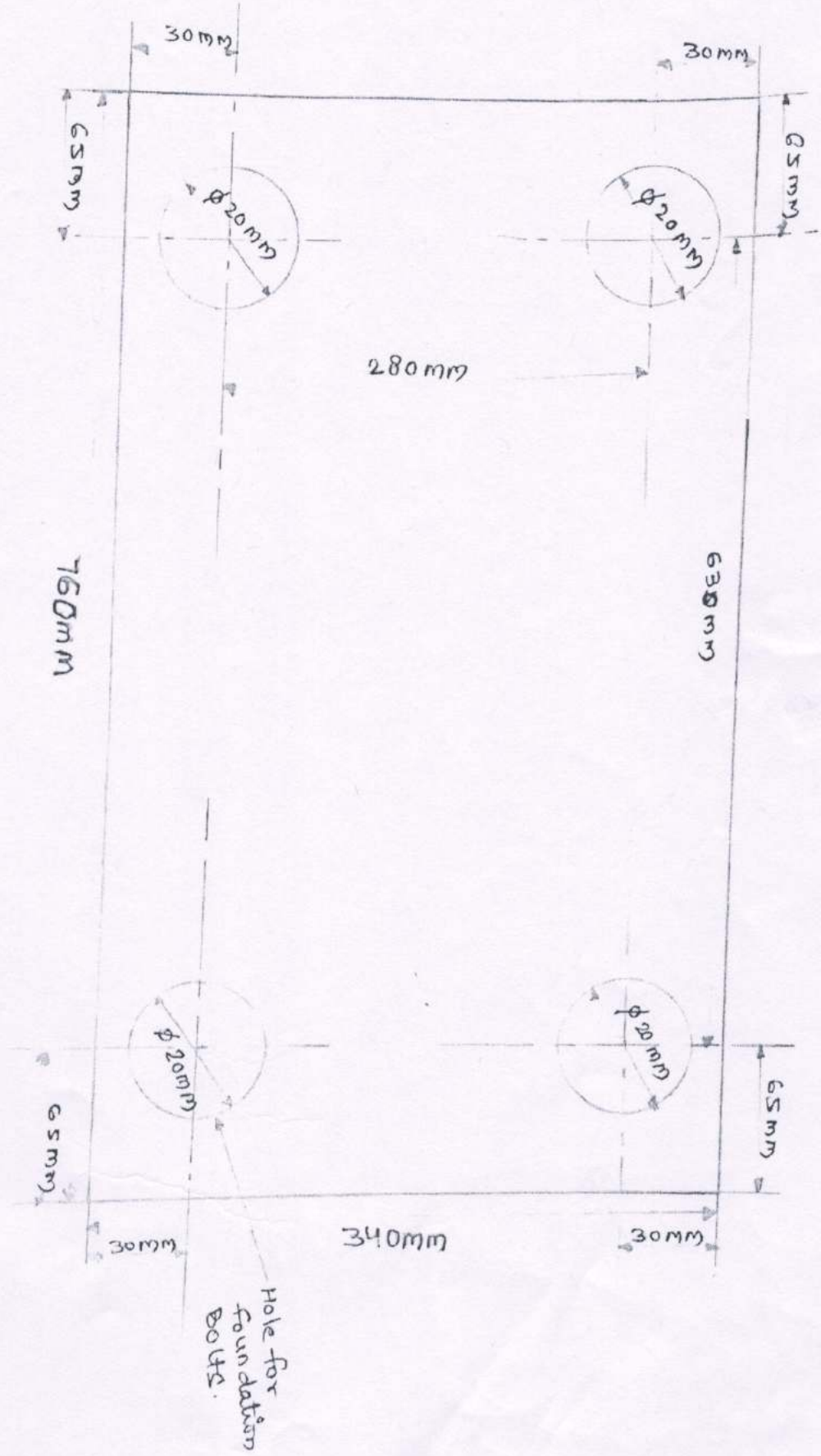
Keyway
 $L = 200\text{mm}$
 $W = 28\text{mm}$
 $D = 8\text{mm}$

Triple Reduction - Parallel shafts Dimensions (mm)

Signature

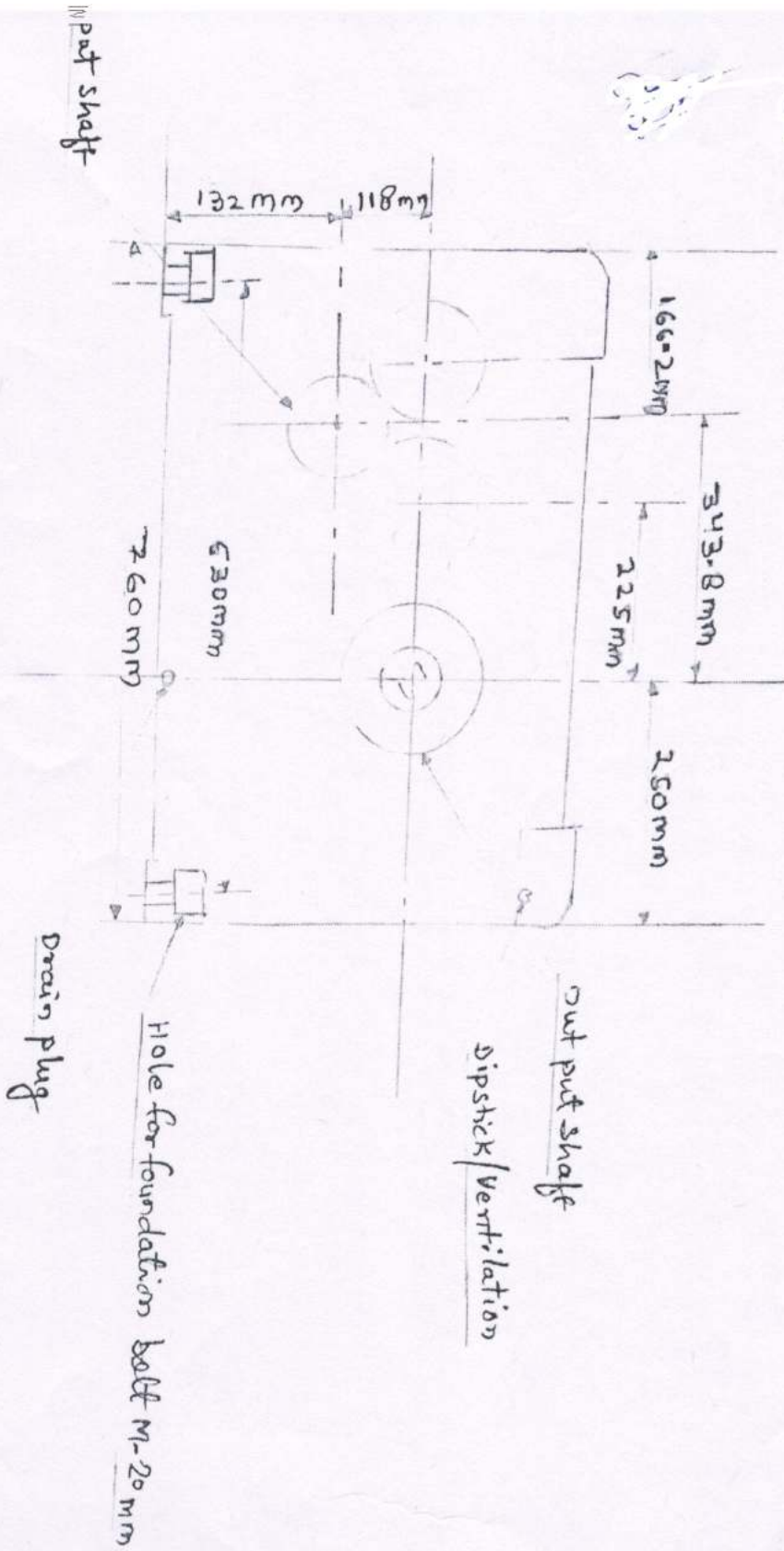
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BACK SIDE DRAWING OF FOUNDATION (BASE) FOR GEAR BOX H-3 (225)



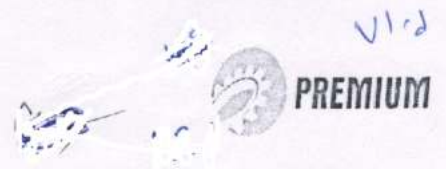
vic

Type H3 (225) - Foot/shaft Mounted Units.



Triple Reduction - Parallel shafts

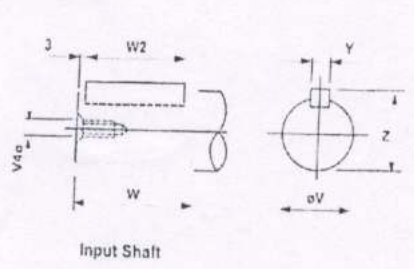
Signature



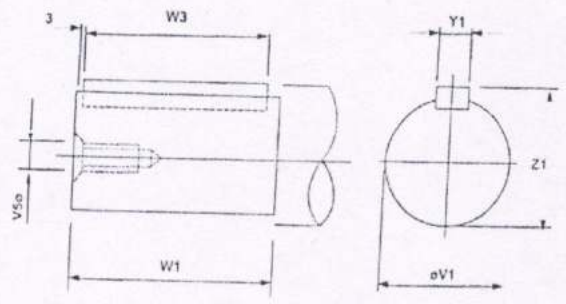
Type H3-Foot Mounted Units

DIMENSIONS
HD-310
2 of 2

Triple Reduction - Parallel Shafts - Principal Dimensions (mm)



Input Shaft



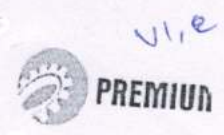
Output Shaft

Input Shaft						
Unit Size	Input Shaft Details - Ratios 52.1 to 130					
	V	V4	W	W2	Y	Z
125	19.009	M6x16	40	34	6.000	21.5
	18.996				5.970	21.4
140	19.009	M6x16	40	34	6.000	21.5
	18.996				5.970	21.4
160	22.009	M8x19	50	43	6.000	24.5
	21.996				5.970	24.4
180	25.009	M10x22	60	53	8.000	28.0
	24.996				7.964	27.8
200	28.009	M10x22	60	53	8.000	31.0
	27.996				7.964	30.8
225	32.018	M12x28	80	73	10.000	35.0
	32.002				9.964	34.8
250	38.018	M12x28	80	73	10.000	41.0
	38.002				9.964	40.8
280	45.018	M16x36	110	102	14.000	48.5
	45.002				13.957	48.3
315	50.018	M16x36	110	102	14.000	53.5
	50.002				13.957	53.3
355	55.030	M20x42	110	102	16.000	59.0
	55.011				15.957	58.8
400	65.030	M20x42	140	130	18.000	69.0
	65.011				17.957	68.8
450	75.030	M20x42	140	130	20.000	79.5
	75.011				19.948	79.3
500	90.035	M24x50	170	160	25.000	95.0
	90.013				24.948	94.8

Output Shafts					
V1	V5	W1	W3	Y1	Z1
55.03	M20x42	110	102	16.000	59.0
55.011				15.957	58.8
70.030	M20x42	140	130	20.000	74.5
70.011				19.948	74.3
75.030	M20x42	140	130	20.000	79.5
75.011				19.948	79.3
85.035	M20x42	170	160	22.000	90.0
85.013				21.948	89.8
90.035	M24x50	170	160	25.000	95.0
90.013				24.948	94.8
100.035	M24x50	210	200	28.000	105.0
100.013				27.948	105.8
110.035	M24x50	210	200	28.000	116.0
110.013				27.948	115.8
125.040	M24x50	210	200	32.000	132.0
125.015				31.938	131.8
140.040	M30x60	250	240	36.000	148.0
140.015				35.938	147.7
160.040	M30x60	300	290	40.000	169.0
160.015				39.938	168.7
180.040	M30x60	300	290	45.000	190.0
180.015				44.938	189.7
200.046	M30x60	350	340	45.000	210.0
200.017				44.938	209.7
220.046	M30x60	350	340	50.000	231.0
220.017				49.938	230.7

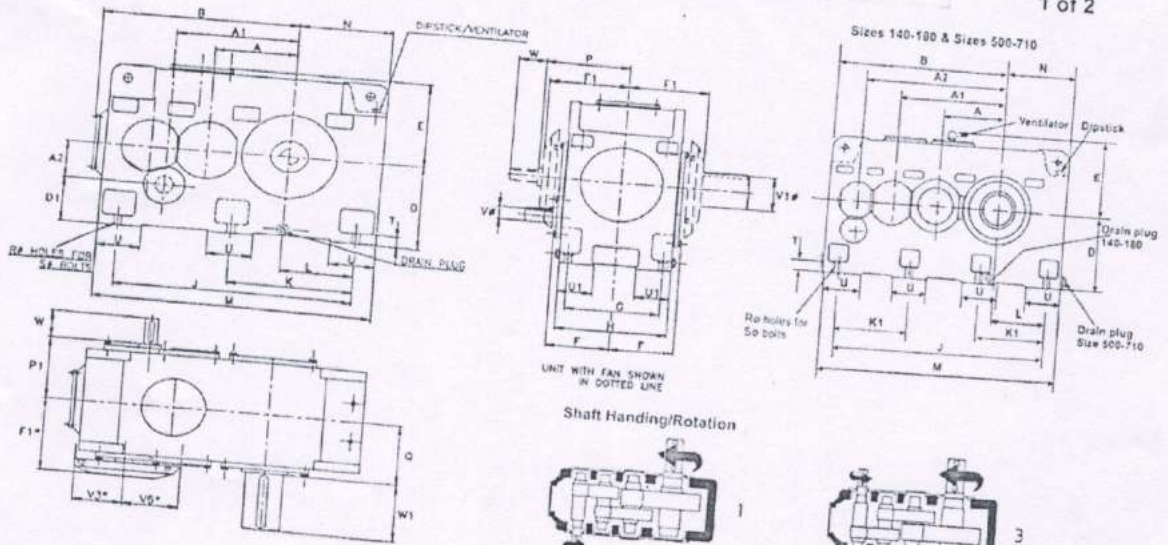
Input Shaft Details - Ratios 25.6 to 47.1						
Unit Size	V	V4	W	W2	Y	Z
125	19.009	M6x16	40	34	6.000	21.5
	18.996				5.970	21.4
140	19.009	M6x16	40	34	6.000	21.5
	18.996				5.970	21.4
160	28.009	M10x22	60	53	8.000	31.0
	27.996				7.964	30.8
180	28.009	M10x22	60	53	8.000	31.0
	27.996				7.964	30.8
200	32.018	M12x28	60	53	10.000	35.0
	32.002				9.964	34.8
225	38.018	M12x28	80	73	10.000	41.0
	38.002				9.964	40.8
250	50.018	M16x36	110	102	14.000	53.5
	50.002				13.957	53.3
280	55.030	M20x42	110	102	16.000	59.0
	55.011				15.957	58.8
315	55.030	M20x42	110	102	16.000	59.0
	55.011				15.957	58.8
355	65.030	M20x42	140	130	18.000	69.0
	65.011				17.957	68.8

Type H3-Foot Mounted Units



Triple Reduction - Parallel Shafts - Principal Dimensions (mm)

DIMENSIONS
HD-310
1 of 2



* SIZES 140-180 UNIT WITHOUT FAN
* SIZES 200-450 UNIT WITH ONE FAN
* SIZES 500-710 UNIT WITH TWO FAN

Unit Size	A	A1	A2	B	D	D1	E	F	F1*	G	H	J	K	K1	L	M
125	125	215	286	366	140	-	154	120	-	160	194	426	-	-	105	516
140	140	240	320	434	160	-	174	135	-	190	224	490	-	-	120	580
160	160	272	362	481	180	-	194	155	-	225	260	540	-	-	135	640
180	180	305	405	529	200	-	214	173	-	250	290	600	-	-	147.5	705
200	200	296	103	499	225	122	239	180	230	265	310	560	-	-	165	680
225	225	343.8	118	567	250	132	267	203	255	280	340	630	-	-	185	760
250	250	378	130	632	280	150	298	215	275	300	370	710	-	-	210	850
280	280	419.2	148	687	315	167	327	237	300	335	410	800	-	-	240	950
315	315	468	165	780	355	190	350	256	325	375	450	900	-	-	270	1070
355	355	536.8	188	870	400	212	405	286	360	425	500	1005	530	-	305	1195
400	400	596.7	209	972	450	241	456	320	400	475	560	1160	600	-	350	1360
450	450	679.7	235	1101	500	265	497	360	445	530	640	1300	670	-	395	1510
500	500	855	1136	1360	560	-	552	410	495	630	720	1680	-	560	440	1920

Unit Size	N	P	P1	Q	R	S	T	U	U1	V	V1	V3*	V6*	W	W1
125	150	-	125	125	14	4x12	20	100	60	19	58	-	-	40	110
140	165	-	140	140	14	4x12	20	100	60	19	70	-	-	40	110
160	185	-	160	160	18	4x16	20	110	70	19	75	-	-	40	140
180	200	-	175	175	18	4x16	25	120	85	19	85	-	-	40	140
200	225	-	185	185	22	4x20	25	125	90	19	90	-	-	40	170
225	250	-	205	205	22	4x20	30	130	95	19	90	-	-	40	170
250	280	-	220	220	26	4x24	30	140	115	19	100	130	148	40	210
280	315	-	240	240	26	4x24	35	160	125	19	110	140	160	40	210
315	355	-	260	260	33	4x30	40	180	130	19	125	170	175	40	210
355	400	-	290	290	33	6x30	50	200	155	19	140	190	200	40	210
400	450	-	325	325	39	6x36	55	220	175	19	160	214	220	40	250
450	500	-	365	365	39	6x36	60	250	195	19	180	245	250	40	300
500	560	505	420	420	45	8x42	65	280	220	19	200	255	303	40	350
560	640	560	480	480	45	8x42	65	320	250	19	220	280	350	40	400

Fan can be fitted for ratios 20.9 to 70.6 only.
See Sheet 2 of HD-310 for shaft and keyway details.
Ventilator is located on top cover, sizes 500 to 710. E is over ventilator on these sizes

Sizes 140 to 315 have 4 facings.
U sizes 355 to 450 have 6 facings and sizes 500 to 710 have 8

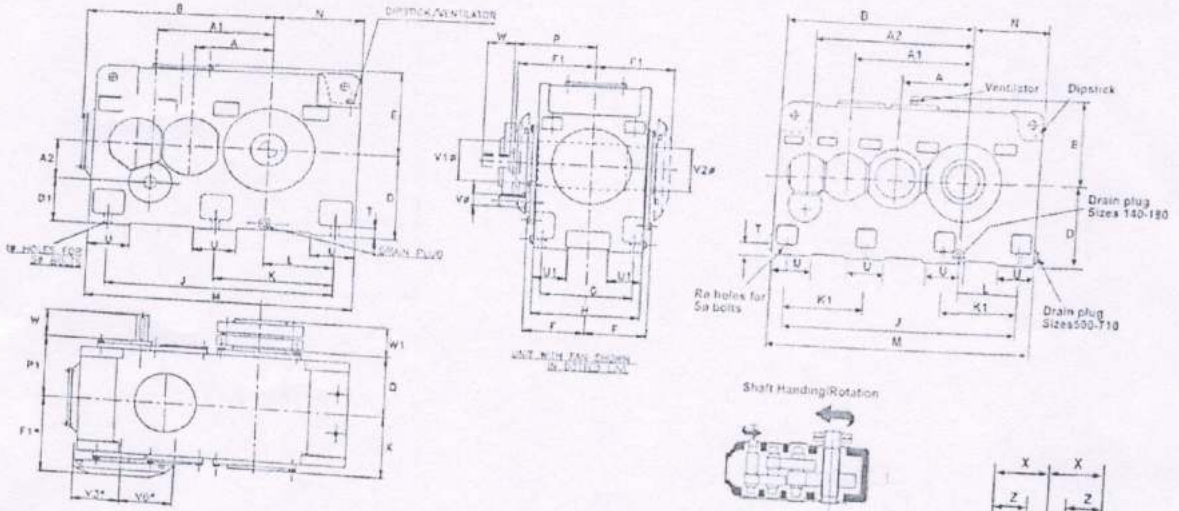


Type H3SF-Foot/Shaft Mounted Units

Triple Reduction - Parallel Shafts - Principal Dimensions (mm)

DIMENSIONS
HD-312
1 of 2

Sizes 140-180 & 500-710



- SIZES 140-180 UNIT WITHOUT FAN
- SIZES 200-450 UNIT WITH ONE FAN
- SIZES 500-710 UNIT WITH TWO FANS

Unit Size	A	A1	A2	B	D	D1	E	F	F1*	G	H	J	K	K1	L	M	N
140	140	240	320	434	160	-	174	135	-	190	224	490	-	-	120	580	165
160	160	272	362	481	180	-	194	155	-	225	260	540	-	-	135	640	185
180	180	305	405	529	200	-	214	173	-	250	290	600	-	-	147.5	705	200
200	200	296	103	499	225	122	239	180	230	265	310	560	-	-	165	680	225
225	225	343.8	118	557	250	132	267	203	255	280	340	630	-	-	185	760	250
250	250	378	130	632	280	150	298	215	275	300	370	710	-	-	210	850	280
280	280	419.2	148	687	315	167	327	237	300	335	410	800	-	-	240	950	315
315	315	468	165	780	355	180	350	256	325	375	450	900	-	-	270	1070	355
35	355	536.8	188	870	400	212	405	285	350	425	500	1025	530	-	305	1195	400
400	400	596.7	209	972	450	241	456	320	400	475	560	1160	600	-	350	1360	450
450	450	679.7	235	1101	500	265	497	360	445	530	640	1300	670	-	395	1510	500
500	500	855	1135	1360	560	-	552	410	495	630	720	1680	-	580	440	1920	560

Unit Size	P	P1	Q	R	S	T	U	U1	V	V1	V2	V3*	V6*	W	W1	X	X1	X2	Z
140	-	140	-	14	4x12	20	100	60	-	-	-	-	-	-	-	-	-	-	-
160	-	160	-	18	4x16	20	110	70	-	-	-	-	-	-	-	-	-	-	-
180	-	175	175	18	4x16	25	120	85	-	-	-	-	-	-	-	140	76	75	75
200	-	185	185	22	4x20	25	125	90	85	90	-	-	-	-	-	160	86	85	85
225	-	205	205	22	4x20	30	130	95	95	100	-	-	-	-	-	175	-	-	-
250	-	220	220	26	4x24	30	140	115	115	120	140	160	148	65	70	185	-	-	-
280	-	240	240	26	4x24	35	160	125	125	130	155	175	200	80	90	205	-	-	-
315	-	260	260	33	4x30	40	180	130	140	145	170	200	220	90	220	-	-	-	-
355	-	290	290	33	6x30	50	200	155	160	165	190	220	250	105	240	-	-	-	-
400	-	325	325	39	6x36	55	220	175	170	175	214	250	280	110	260	-	-	-	-
450	-	365	365	39	6x36	60	250	195	190	200	245	275	303	130	290	-	-	-	-
500	505	420	420	45	8x42	65	280	220	220	230	265	303	200	150	325	-	-	-	-
									250	260	260	200	200	160	365	-	-	-	-
														185	420	-	-	-	-

* Fan can be fitted for ratios 20.9 to 70.6 only.
See Sheet 2 of HD-312 for shaft and keyway details.
Ventilator is located on top cover, sizes 500 to 710. E is over ventilator on these sizes.

Sizes 140 to 315 have 4 facings.
U sizes 355 to 450 have 6 facings and sizes 500 to 710 have 8

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

DECLARATION BY TENDERER

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

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

Signature of tenderer with official stamp

Date:

Place:

Note- Authorization certificate of OEM M/s. Premium Transmission/ David Brown /Flender /Redicon /Elecon is to be enclosed in case of participation in the capacity of their authorized dealer.

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

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

B.G. _____ Dated _____

Contact details of BG issuing Banker :

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

Contact details of Banker's local branch at Udaipur :

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

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

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

Now this deed witnesseth that in consideration of said bank having agreed on the

request of the Contractor/supplier/RC to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

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

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

5. We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

IN WITNESSETH I, HEREBY _____ SON OF _____ (designation) _____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at _____ this the _____ day of _____ 2022.

FORMAT OF DECLARATION IN LIEU OF BID SECURITY.

To: RSMML

We, the undersigned, declare that:

We understand that, according to your tender conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the suitable period of time, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

(a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity; or

(b) having been notified during the period of bid validity , about the acceptance of our Bid by you,

(i) fail or refuse to execute the Contract Agreement within the time period, or

(ii) fail or refuse to furnish the performance security declaration as applicable within the time period,

(c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our 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 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_05_2022-23

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

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23
Annexure B: Declaration by the Bidder regarding qualifications
Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

e_TENDER NO. RSMM_CO_MM_NIT_05_2022-23

Annexure C: Grievance Redressal during Procurement Process

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

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

1.Filing an appeal

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

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

4. Appeal not to lie in certain cases

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

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

5. Form of Appeal

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

Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal

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

7. Procedure for disposal of appeal

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

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

Appeal No..... of

Before the(First / Second Appellate Authority)

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

Place :

Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

Form A

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,
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

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 acknowledgment 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