



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office

C 89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan) India
Ph.:+91-141-2743734. 2743934
Fax: +91-141-2743735

PAN No.: AAACR7857H

GSTIN No.: 08AAACR7857H1Z0

Corporate Office

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

TENDER SCHEDULE

TO

NIT NO.RSMM/CO/MM/NIT -14/2020-21

dated: 14.09.2020

**“FOR SUPPLY OF GEAR BOX WORM
REDUCER(COMPLETE WITH HOLD BACK) AT OUR
JHAMARKOTRA MINES**

**LAST DATE OF SUBMISSION OF TENDER: 29.09.2020
UPTO 6.00 P.M.**

DUE DATE OF OPENING: 30.09.2020 at 3.00 P.M.

**TENDER COST (NON-REFUNDABLE): Rs. 590/-
(INCLUSIVE OF 18% GST)**

(TENDER DOCUMENT IS NON TRANSFERABLE)



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website: www.rsmm.com

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21

Dated 14.09.2020

DETAILED NOTICE INVITING TENDER

Sealed tenders (in two parts i.e. Techno Commercial Part & Price Part) are invited from the manufacturer or their authorised dealer/distributor for following item at our Jhamar Kotra Mines.

Description	Qty	Bid Security (Rs)	Due Date & time of opening of Part-I of Tender
Supply of Gear Box Worm Reducer (Complete with Hold Back) Type:- U 1200HBC; Ratio:-25/1 L at our Jhamar Kotra Mines. Desired makes- Premium Transmission Ltd./ David Brown Greaves/ Radicon Note: Gear box is required with exact replacement of existing gear box, having Sl. no. T-56976 Radicon make (Order no.140090) OR Sr. no. 2RF146032(2013-14) premium make.	1 no.	12,000/-	30.09.2020 at 3.00 p.m.

RSMML will qualify and judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening based on the documents furnished in line with the tender requirement and/ or information gathered by RSMML about the tenderer. The price bid (part-II of tender) of only techno-commercially acceptable tenderers will be opened on later date, which will be informed separately to the qualified tenderers only. The decision of the company in this regard shall be final and binding on both.

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

The tender document (non-transferable) can be obtained from the office of FA,CO on the above address on or before 29.09.2020 up to 4.00 p.m. on payment of non-refundable tender document fee of Rs. 590/- (Rupees Five hundred ninety only), by Cash/Demand Draft / Pay Order/RTGS/NEFT in favour of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly download the tender

document from website [www. rsmm .com/](http://www.rsmm.com/) www. sppp.rajasthan.gov.in and furnish their offer as per the terms & conditions provided therein with tender document fee in a separate sealed envelope as per clause No.1.1 super scribing tender no. & tender document fee & Bid Security, failing which their offer will not be considered.

The tender shall be received by the Office of the undersigned on or before 29.09.2020 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 30.09.2020 at 3.00 p.m. in the presence of representative of participant tenderers, who may like to attend the opening. The prescribed Bid Security of Rs. 12,000/- shall be in the form of Demand Draft / Pay Order/BC//RTGS/NEFT/ in the form of BG (as per attached Annexure-X) in favour of RSMML payable at Udaipur alongwith part-I of tender, as per clause No.1.1. Offer without Bid Security may not be considered. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /email and not in a manner specified in the document are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/opening of tender, to increase/decrease the quantity at any time, accept/ not to accept offered item based on technical requirement of the Company without assigning any reason(s) at its sole discretion.

(B.S. Gupta)
GGM(MM)

Note: Tenderers are advised to keep visiting our website till due date /extended due date of tender for corrigendum/ addendum, if any, to the tender.



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21

Dated 14.09.2020

The tender document consists of following:

Section-I	Instruction for preparation & submission of tender and General Terms & Conditions.
Section-II	Special Conditions of Contract.
Annexure-I	General Profile of the tenderer.
Annexure-II	Undertaking towards Non Suspension /Non Banning/GST/ no condition is mentioned in the Price Bid.
Annexure-III	Registration details as per Micro, Small & Medium Enterprises Development Act, 2006.
Annexure-IV	Undertaking towards acceptance of all terms & conditions
Annexure-V	Details of taxes & duties
Annexure-VI	Check list to Specifications & Quantity
Annexure-VII	Declaration by the tenderer towards their status.
Annexure-VIII	Price Bid (Part – II of offer)
Annexure-IX	B.G. Format for security deposit.
Annexure-X	B.G. Format for Bid security.
Annexure-XI	Format of Bid security declaration
Annexure-XII	Format of Performance security declaration
Annexure-A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure-C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure-D	Additional Conditions of Contract.
Form-A	Format of Application by MSME for Purchase Preference in Procurement of Goods.
Form-B	Format of Affidavit.

SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER AND GENERAL TERMS & CONDITIONS:

- 1.1** Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super-scribed tender no as mentioned above, Bidders name & address.
- i) **Sealed Envelop No. 1:-** This envelop should contain DD/PO/BC//RTGS/NEFT /BG (as per attached format) towards requisite Bid Security & DD/PO/BC/RTGS/NEFT towards tender document fee as per provisions mentioned in the tender document. Envelop should be super-scribed Bid Security & tender document fee towards tender No. (as mentioned above).
- ii) **Sealed Envelop No. 2 :** This envelop should contain Part –I: Techno-Commercial BID along-with all supporting documents (except the Bid Security, Tender document fee & Price Bid) as asked in the tender document. This sealed envelope should be super-scribed Part – I of tender No (as mentioned above), Bidders name & address.

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super-scribed PART – II (Price Part) of Tender No. (as mentioned above) & bidders name. No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelope should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelopes.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer will liable to be ignored.

The tenderer / bidder should give a declaration with Part – 1 of the offer that they have not been banned/suspended or de-listed by RSMML in Annexure II.

Bid Security & Tender Document 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.

1.2 DELIVERY OF TENDER:

- i) The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the last date of submission / opening of tender happen to be a holiday, then tenders shall be submitted/ opened on the next working day upto/ at prescribed time.
- ii) **Late Tender:** The tender received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.
- iii) RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

1.3 Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/ omissions.

1.4 Tenders other than on the prescribed lines, form and pattern described herein are liable to be ignored as it could make comparison erroneous. Printed conditions on the back of letters originating from Tenderer will be ignored.

1.5 SUPPORTING DOCUMENTS:

The Tenderer should furnish the following supporting documents along with offer:

- i)** Technical leaflets of offered items, if any.
- ii)** Tender document fees & Bid Security in the manner specified in tender.
- iii)** In case of participation by the authorised dealer/distributor, authorization certificate is to be enclosed.
- iv)** Duly filled, sealed & signed of annexure – I to VII and Annexure A to D with part –I of offer.
- v)** Price offer as per annexure –VIII (Price Bid) in separate sealed cover.
- vi)** Any other document, if relevant, in support of tender conditions.

Note: Each & every document including copy of tender document & Annexure furnished along-with part I & Part II should be sealed and signed by the authorized person of the tenderer.

- 1.6 EXCEPTIONS & DEVIATIONS:** 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. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in annexure – **IV** and furnished alongwith part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company. Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" are liable to be ignored.

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

1.7 BEFORE SUBMITTING TENDER:

Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive in respect to all factors circumstances and conditions likely to be incidental to the execution of the contract, as per the scope and conditions given herein.

1.8 AUTHORITY TO SIGN TENDER:

The tender should be signed by the person who is legally authorised to enter into commitments on behalf of the Tenderer.

1.9 OPENING OF TENDERS:

Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorised representative who may wish to be present on the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.

1.10 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 within which period the tenderer shall have no right to withdrawn, amend, cancel or modify his offer. In case of withdrawal/amendment/ modification/ cancellation the Bid Security deposited by the Tenderer, as per clause No.1.12 hereof shall stand forfeited. The validity period may be extended for further period, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer's calculated willful breach of the contract, the cost & consequence of which 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.

1.11 TENDER DOCUMENT FEE: The tenderer shall deposit a sum of Rs. 590/- (Rupees Five Hundred & Ninety Only) as tender document fee alongwith the tender by Demand Draft/PO. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the tender fee will not be considered. Tender fee in any manner other than DD/PO/BC/RTGS/NEFT will not be accepted.

1.12 BID SECURITY:

- a) The tenderer shall deposit (interest free) a sum of **Rs. 12,000/- (Rupees Twelve thousand only)** as Bid Security alongwith the tender by Demand Draft/PO/BC/ /RTGS/NEFT /B.G. (as per attached Annexure-X). It should be in favour of RSMML and payable at Udaipur. Offers not accompanied with the requisite Bid Security will not be considered. Bid Security in any manner other than DD/PO/BC//RTGS/NEFT /in the Form of B.G. (as per attached Annexure-X) will not be accepted.
- b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.
- c) **The BID SECURITY shall be forfeited in case of:**
 - i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
 - ii) If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.
 - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
 - iv) If the tenderer does not submit the security deposit cum performance guarantee.
 - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure -A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.

- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards Bid Security deposit against this tender, however, the Bid Security originally deposited may be taken into consideration in case tender is re-invited.

1.13 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 of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS (except State Bank of India) Bank having its Branch at Udaipur, within 21 days from the date of LOA/RC on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual 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 fulfillment 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) Bank Guarantee/S.D. should be send to the office of concerned GGM(MM), Udaipur.

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

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

- 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 @1% of the total value of order/contract.

(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 & SD, however, they will have to furnish declaration as per annexure-XI&XII.

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.

1.15 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.

1.16 COMPENSATION FOR DELAYED COMPLETION:

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

- a) to recover from the 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.
 - 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.

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

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

1.18 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 such default/breach within 10 days. Failure to rectify such default/ breach may result in termination of the Purchase Order 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 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) Not withstanding 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.

1.19 FORCE MAJEURE: If 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 (hereinafter referred to 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.

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

For Rajasthan State Mines & Minerals Limited

(B.S. Gupta)
GGM (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 in Toto.

Signature of Tenderer with official stamps

Place:

Date:

SECTION -II : SPECIAL CONDITIONS OF CONTRACT:

2.1 SCOPE OF SUPPLY, SPECIFICATIONS & QUANTITY:

The specifications of Supply of Gear Box Worm Reducer (Complete with Hold Back) Type:- U 1200HBC; Ratio:-25/1 L at our Jhamar Kotra Mines is given at annexure-VI. Tenderer is requested to give their confirmation/details of offered item same therein.

The tenderer are advised to visit site to inspect and satisfy himself about the job/supply requirement of tendered item, type of gear box worm reducer, installation /fitment before quoting against the tender.

Desired makes- Premium Transmission Ltd./ David Brown Greaves/ Radicon

Note: Gear box should be with exact replacement of existing gear box, having Sl. no. T-56976 Radicon make (Order no.140090) **OR** Sr. no. 2RF146032(2013-14) premium make.

Quantity- 1 (One) no.

2.2 SCOPE OF SUPPLY:

- A. The scope of supply shall be the delivery of stores by the tenderer in accordance with agreed Specifications, Terms and Conditions.
- B. 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.
- C. 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.

2.3 DELIVERY BASIS & DELIVERY PERIOD :

Terms of delivery shall be on f.o.r. Jhamarkotra Mines. Tenderer must specify the minimum period required for Supply of store from the date of placement of order.

2.4 RATES:

- 1.** The tenderer is to offer rates as per Annexure- VIII annexed hereto for "Price Bid". The same is to be given in a separate envelope.
- 2.** The quoted prices will be firm & fixed till complete execution of the contract. The price must be net and must include transportation, insurance & any other delivery charges. Price should be on f.o.r. destination basis at Jhamarkotra Mines.
- 3.** Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- 4.** The charges towards duties, taxes, levies or any other charges as applicable for the supply of spares must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.

5. The prices quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.
6. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor 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.
7. 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 contractor or any other amount due to him/ or from Security Deposit, as the case may be.
8. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
9. 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."

2.5 PRICE VARIATION:

The quoted price should remain firm and fixed till the complete execution of the contract. Only variation on account of changes in GST by the Government within the delivery period will be considered on production of documentary proof. No escalation/variation on any other grounds whatsoever shall be considered or be admissible.

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.

2.6 TAXES, DUTIES & LEVIES:

The rate of GST (CGST/SGST/IGST) as applicable should be specified by the tenderer. Any other statutory duty, levy, taxes, if applicable should be indicated. In case the tenderer is availing any incentive should mention in the tender. In the absence of clear stipulations as stated above, it will be understood that except the quoted price all levies/duties are to the account of tenderer.

2.7 CONSIGNEE : The consignees is :

Group General Manager, SBU-PC (RP)
or his authorized officer,
M/s Rajasthan State Mines & Minerals Limited,
Jhamarkotra Mines,
via & District: Udaipur. (Rajasthan).

2.8 INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to 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 parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- iii) In case of rejection of any item, 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 warranty or other obligations under this contract.

2.9 SUITABILITY & CONFORMITY OF ITEMS TO OUR EQUIPMENT:

Tenderer should confirm 100% suitability and fitment of offered gear box to the parent equipment, for which the item is required, without major fitment alteration and affecting the performance of the equipment.

2.10 SUPERSEDING PART NUMBERS OF SPARES:

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

2.11 QUALITY OF SPARES & STANDARD APPLICABLE WARRANTY:

- (i) The tenderer shall warrant that the spares supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- (ii) The spares 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 spares 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 part 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) 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.

2.12 DETERMINATION OF LOWEST BIDDER & NEGOTIATIONS: :

- a) Lowest tenderer shall be determined on the basis of total landed cost of conveyor belt at destination inclusive of all duties, taxes, transportation charges, Freight, Insurance, P & F, any other delivery charges up to destination excluding GST and giving effect of any other duties/taxes/levies /exemption/by the State / Central Govt. which are applicable directly / indirectly on the supply of store.

- 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.

NEGOTIATIONS:

- (i) Negotiations will 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, 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.

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

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

2.14 INDIAN / INTERNATIONAL STANDARD:

All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to International standards. All electric installations, equipment and switch gear shall have to conform to Indian Electricity Rules 1967 and as amended from time to time.

2.15 PATENTS:

Tenders shall warrant that all equipment and machinery or material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

2.16 TERMS OF PAYMENT & PAYING AUTHORITY:

- a) 100% payment within 30 days of satisfactory supply & acceptance of stores at Jhamarkotra Mines.
- b) Billing and Paying Authority: The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery of stores will be submitted to respective consignee. The payment disbursing authority is : FA, RSMML,CO., Udaipur.
- c) Payment will be made through RTGS.

2.17 RSMML RIGHTS:

The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding.

- (i) not to accept any offer or reject any or all the offers.
- (ii) to accept a tender either for the total Scope of Work or part thereof & not to accept the lowest tender without assigning any reason.
- (iii) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- (iv) to increase/ decrease the tendered quantity.
- (v) to reject the offer, if it is established that the tenderer has submitted any wrong & misleading information /forged document along with offer or thereafter.
- (vi) to accept/ reject offered spares on technical grounds as per requirement of RSMML.

Note : Each & every document furnished by the tenderer should be signed and sealed by the authorized person.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
GGM (MM)

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer

Place :

Annexure- I

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21

Dated 14.09.2020

GENERAL PROFILE OF TENDERER
(to be submitted with Part – I of the offer)

1.	Name & address of the tenderer: Telephone No.: Fax No.: e-mail: Mobile no. e-mail address etc.			
2	Status of Tenderer i.e. Manufacture/ Authorized Dealer/distributor			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years (in lacs)	2019-20	2018-19	2017-18
6	PAN No.			
7	GSTIN No.			
8	HSN Code of offered items			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			

10	Banker details: Name Branch No. Address	
11	Bank Account No.	
12	Type of A/c :Saving / Current/CC/ any other	
13	IFSC code	
14	Any other important information related to the tender requirement	
15	Offered Delivery Period for supply of material from the date of issue of order	

Signature of tenderer with official stamp

Date :

Place :

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

**UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING/GST/NO
CONDITION IS MENTIONED IN PRICE BID .**

(To be submitted along-with part – I of the offer)

Name of the Tenderer: _____

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

Signature of Tenderer with official stamp

Place:

Date:

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

Registration Details under 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.
4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:
Place:

Annexure – IV

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER
(To be submitted with PART – I Technical Bid)

Name of Tenderer _____

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

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

S.N	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.

Signature of tenderer with official stamp

Date & Place:

Annexure – V

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID
(To be submitted with PART – I Technical Bid)

Name of Tenderer_____

Particulars	% Rate considered in price bid
CGST @	@.....%
SGST @	@.....%
IGST @	@.....%
GST on Transportation, Insurance & any other delivery charges up to destination.	@.....%

Date & Place

Signature of tenderer with official stamp

Annexure-VI

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

CHECKLIST TO SPECIFICATIONS

(To be submitted with PART – I Technical Bid)

Offered make & model-

S. N.	General Purpose	Qty.	Offered Part No.	Agreed/Deviation, if any to specification
1	<p>Supply of Gear Box Worm Reducer (Complete with Hold Back) Type:- U 1200HBC; Ratio:-25/1 L at our Jhamar Kotra Mines.</p> <p>Desired makes- Premium Transmission Ltd./ David Brown Greaves/ Radicon</p> <p>Note: Gear box is required with exact replacement of existing gear box, having Sl. no. T-56976 Radicon make (Order no.140090) OR Sr. no. 2RF146032(2013-14) premium make.</p>	One No.		

Note- i. The tenderer are advised to visit site to inspect and satisfy himself about the job/supply requirement of tendered item, type of gear box worm reducer, installation / fitment before quoting against the tender.

ii. The offered gear box should be one to one exact replacement of the existing gear box.

Signature of Tenderer with official stamp

Place:

Date:

Annexure- VII

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

DECLARATION BY TENDERER

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

I/We declare that I am/ We are Manufacturer or Authorised dealer/distributor for 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:-Enclose supporting documents towards status of the tenderer.

Annexure – VIII

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

PRICE BID

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE)

S.N.	Description	Trade Name of offered Item	Basic price per no. (Rs)	Packing, forwarding, freight & any other delivery charge upto destination	Any other charges	IGST @	CGST @	SGST @	Total f.o.r. destination price
1	Supply of Gear Box Worm Reducer (Complete with Hold Back) Type:- U 1200HBC; Ratio:-25/1 L at our Jhamar Kotra Mines as per annexure-VI and terms & conditions of tender.								

Place & Date:

Signature of Tenderer with official stamp

Annexure-IX

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank 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 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 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 _____ 2020.

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

PROFORMA OF GUARANTEE BOND FOR BID SECURITY

(To be issued by any Public Sector (except SBI)/ICICI/Axis/HDFC Bank having its Branch at Udaipur on non-judicial stamp paper of appropriate value)
B.G. No. _____ Dated _____

This Deed of Guarantee made between _____ a Public Sector (except SBI) /ICICI/Axis/HDFC Bank, having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/ Bank) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to furnish BG for Bid Security from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020 (hereinafter called 'the said Tender) of Bid Security Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Tenderer to stand as surety for payment of Rs. lacs as Bid Security deposit to the company subject to the following conditions.

- (i) We, _____ (Bank) do hereby undertake to pay to the company an 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 Tenderer of any of the terms and /or conditions contained in the Agreement (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).
- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer 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 tenderer of any of the terms and condition contained in the said tender by reason of the said tenderer's failure to keep the said tender open. 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. ---

- (iii) We, _____ (bank) further agree that the guarantee here in above contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (should not be less than six months) the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GGM(MM.) shall be deemed to be sufficient demand under this guarantee.
- (iv) 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 Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship 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 Tenderer 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 Tenderer.
- (v) 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 tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer 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 of amount not exceeding Rs. ----- is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Bid Security Deposit /guarantee / promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (viii) 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.

- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along 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 being issued on non-
judicial stamp of Rs..... as per Stamp Act Prevailing in the state of Rajasthan,
executed on this date ____ of _____, 2020.

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

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:

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020

**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:

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.

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

**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:

TENDER NO. RSMM/CO/MM/ NIT- 14/20-21 Dated 14.09.2020
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 –
 - (vii) Hear all the parties to appeal present before him; and
 - (viii) 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 :

(iv) Name of the appellant :

(v) Official address, if any:

(vi) 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

(2)

(3)

Form B

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