



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
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website: www.rsmm.com

TENDER DOCUMENT

TO

e_TENDER NO. RSMM_CO_MM_NIT_20_2021-22 Dated 08.10.2021

e- TENDERS ARE INVITED FROM MANUFACTURE OR THEIR AUTHORIZED DEALER/ DISTRIBUTORS /PARTNERS/AGENTS ETC. FOR DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 30 MTRS & 20 MTRS. HEIGHT. HIGH MAST LIGHTING TOWERS AT OUR JHAMARKOTRA MINES.

s.n.	Description	Date	Time
1	Bid Submission Start Date	20.10.2021	10.00 a.m.
2	Bid Submission Closing Date	27.10.2021	6.00 p.m.
3	Techno-Commercial Bid Opening Date	28.10.2021	3.00 p.m.
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security Declaration	28.10.2021	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. 1000/- in favor of "MD RISL" payable at Jaipur	
11	Bid Security Declaration	Rs. 75000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur as per Bid Security declaration on non judicial stamp paper of Rs. 50/-	



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NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from manufacture or their authorized dealer/ distributors /partners/agents etc.for following WORK-

Description	Qty.
FOR DESIGN, MANUFACTURING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 30 MTRS & 20 MTRS. HEIGHT. HIGH MAST LIGHTING TOWERS AT OUR JHAMARKOTRA MINES.	Total 10 Nos.

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.

Gen. Manager (MM)

e_TENDER NO. RSMM_CO_MM_NIT_20_2021-22

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-a, b	Check-list to technical specification and scope of work and other related details
Annexure-VII	Declaration by tenderer
Annexure- VIII	Details of Past Experience
Annexure- IX	Format of Bid security declaration
Annexure- X	Format of Performance security declaration
Annexure- XI	Format of 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 RTGS/Demand Draft / Bankers Cheque/ Bank Pay Order **in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GM(MM),4-Meera Marg, Udaipur upto schedule date and time, as above.
- iv) The **Bid Security** shall be in the form of **Bid Security declaration** as per provisions mentioned in the tender document (as per format Annexure-IX on Non-judicial stamp paper of Rs. 50/-) **in favour of “Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GM(MM),4-Meera Marg, Udaipur upto schedule date and time, as above.
- v) The **Processing Fee** shall be in the form of RTGS/Demand Draft / Bankers Cheque/ Bank Pay Order drawn in favour of **“ MD RISL” payable at Jaipur** and shall also be submitted to the office of the GM(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 not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C for any technical related queries are:
24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. e-mail-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 a.m. to 6.00 p.m. on all working days. email: eproc@rajasthan.gov.in.. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees & Processing Fees & for Bid Security declaration (as

per Annexure-IX) should be submitted offline (manually /post/courier) to the office of GM(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) Tender Document Fee & processing fees can 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:

- (i) 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**
- (ii) Original Bid Security Declaration to be sent to our office of GM(MM),RSMML, 4-Meera Marg, Udaipur (Raj.)**
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption / technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise RSMML extends the dates.
- xv) 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.
- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part – I of offer.
- 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
- xvi) **Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the “covers” as below/prescribed in the document in PDF/jpg format.**

COVER-A

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders /RTGS details towards Tender document Fees, Processing fees and Bid Security declaration as per Annexure-IX.
- ii) Authorisation in favour of a person signing tender document.
- iii) General profile of tenderer as per annexure-I, Undertaking towards acceptance of all terms & conditions of tender as per annexure-II and Undertaking towards non suspension/ non banning / GST as per annexure-III.

- iv) Registration details as per MSMED Act, 2006 as per annexure-IV.
- v) Details of taxes & duties offered in price bid as per annexure-V.
- vi)** Details of the offices from where after sales services will be provided by the manufacturer at site. In case the tenderer proposes to develop any additional sales service center at Udaipur those also be detailed.

COVER-B

- i) Check-list to technical specifications of offered High Mast Lighting Towers & other details as per annexure-VI, a, b.
- ii) Declaration as per annexure-VII. In case of participation by authorised/accredited dealer on behalf of their manufacturer, the dealer has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.
- iii) Details as per annexure-VIII alongwith copies of PO / performance certificate for executing similar types of work in past.
- iv) Detailed specifications and illustrated catalogue and specific technical information, if any.
- v) Copy of the NABL certificate of OEM of LED have its own in house NABL lab setup for all testing facilities for LED fixtures.
- vi) List of standard tools & accessories to be supplied on free of cost basis.
- vii) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure- D and Duly Filled, Sealed and Signed Annexure-B.
- viii)** 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 Declaration offline to the office of GM(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 GM(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) **In lieu of Bid Security of Rs. 75000/-, a bid security declaration will be furnished by the bidder (as per attached Annexure-IX on non-judicial stamp paper of Rs. 50/-) in favour of RSMML.** Offers not accompanied with the requisite Bid Security declaration will not be considered.
- b) Tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 1000/- towards processing fees by RTGS/Demand Draft/Bankers Cheque/ Bank Pay Orders only to the office of GM(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 **GM(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. **Original Bid Security Declaration to be sent to our MM Cell Corporate Office of the company.**

5.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) Successful bidder(s) is to furnish Security Deposit cum Performance Guarantee (Performance Security) as below-
- ii) The rate of security deposit (performance security) as per the prevailing terms and condition of the Company is @ 10% of total 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 31.12.2021. 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. 31.12.2021), 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.

- iii) 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. Security deposit should be valid for a period of 6 months in excess of warranty period + work completion period.
- iv) 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.
- v) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactory performance or non fulfillment of any of the conditions of the tender/ contract.
- vi) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- vii) 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.
- viii) 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.
- ix) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.
- x) S.D. should be send to the office of **GM(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 have to give 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 WORK & SPECIFICATIONS:

The Specifications and scope of work for Design, Manufacturing, Supply, Installation, Testing & Commissioning of high mast lighting towers are mentioned as Annexure- VI-a,b, Tenderer is requested to give point wise confirmation/details of same therein.

Quantities are as under:

- i) Design, Manufacturing, Supply, Installation, Testing & Commissioning of 30 Mtr. high mast lighting towers with 12 nos. of 500W LED Fittings as per annexure-VI,a : **06Nos.**
- ii) Design, Manufacturing, Supply, Installation, Testing & Commissioning of 20 Mtr. high mast lighting towers with 10 nos. of 350W LED Fittings as per annexure-VI,b : **04Nos.**

Note: Tenderer's are advised to visit respective site to witness exact location of installation of Towers and to understand the scope of work, Site conditions, facilities available etc. No claim on this account will be entertained by the company at any point of time.
Jhamarkotra mines is situated about 25 Kms from Udaipur.

In case any tenderer is submitting their tender without visiting the site to witness the location of installation of Towers, understand the scope of work, Site conditions, facilities available

etc. for installation of towers, it will be on sole responsibility of tenderer. No claim in this regard will be entertained by the company at any point of time.

8.0 EVALUATION OF TENDER:

The Techno-commercial suitability of the offers will be ascertained on the basis of documents submitted alongwith Part –I of the offer in line with terms & conditions of tender and/or the information gathered by the RSMML about the tenderer. The price offer of only techno-commercially qualified Tenderer(s) will be opened on a later date online through e-procurement portal. The decision of the Company shall be final and binding in this regard.

9.0 CONSIGNEE:

The Group General Manager, SBU&PC(RP)
or his authorized officer.
PO. Jhamar Kotra Mines-,Udaipur (Raj)

10.0 RSMML's RIGHT:

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

- i)** to reject any or all the tenders received.
- ii)** to accept or not to accept the offer of lowest tenderer.
- iii)** to accept/reject any tender on technical grounds based on RSMML requirement.
- iv)** to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- v)** to increase/decrease the quantities as per work requirement.
- vi)** to split the quantities of towers between/among more than one tenderer.
- vii)** to award the contract to more than one tenderer.

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.

11.0 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.

- iv)** Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- v)** In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier is liable to pay all such dues to the company, failing which RSMML is free to deduct /recover/ retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- vi)** The bidder shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- vii)** In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us.'

12.0 PRICE VARIATION:

- a) The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of increase & decrease of taxes & duties by the Government will be considered on production of documentary proof.
- b) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

13.0 GUARANTEE/ WARANTEE:

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

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

The tenderer shall guarantee/warranty for the satisfactory performance of the complete work as per annexure-VI, a & VI,b for a period of 12 months from the date of successful commissioning / handing over the towers to RSMML. However, LED lights will carry warrantee of 2 years from the date of successful commissioning / handing over the towers to RSMML.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the tenderer at site free of cost within 30 days of

settlement of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers does not arise and all services under warranty clause shall be responsibility of the ultimate tenderer of the composite equipment. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the tenderer and the cost for such collection will have to be borne by the tenderer.

14.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:

- a) The item wise lowest tenderer shall be determined on the basis of total landed price of Supply, Installation, Testing & Commissioning of High Mast Lighting Tower **at our Jhamarkotra Mines** which includes basic price, all taxes & duties, transportation, insurance & any other charges etc. upto destination **(EXCEPT GST)**.
 - i) Online comparative chart may not necessarily be generated and if generated, it may not be treated as final because of method of determination of lowest tenderer as detailed above.
- ii) **NEGOTIATIONS:-**
- i) Negotiations may be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
 - ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
 - iii) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
 - iv) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.
 - v) In case RSMML decides for parallel orders, then the negotiations will be held with L2 & other tenderers to match /rationalize the L1 price in order of their ranking.

15.0 WORK COMPLETION PERIOD:

The tenderer is to offer the minimum possible work completion period for Design, Supply, Installation, Testing & Commissioning of High Mast Lighting Tower at our Jhamar Kotra Mines considering total scope of work as per tender. The work completion period will be counted from the date of handing over clear site by the consignee to the tenderer.

16.0 INSPECTION & TEST:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
- ii) The inspection may be conducted at the premises of the tenderer. However, the final inspection shall be carried out at consignee's end after receipt of the material at site which will be final and binding to both parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- 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) RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the shipment of the goods.
- v) The inspection/test reports shall in no way release the tenderer from any warranty or other obligations under this contract.

17.0 TERMS OF PAYMENT & PAYING AUTHORITY:

- i) 100% payment within 30 days from the date of completion of complete work as per tender at site.
- ii) The bill in triplicate alongwith the supporting documents duly verified by the consignee will be submitted to The Office of GM (MM), CO, 4 – Meera Marg, Udaipur for payment purpose. The payment disbursing authority is-
The Financial Advisor,
Rajasthan State Mines & Minerals Ltd.
4, Meera Marg, Udaipur-313001
- iii) Payment will be made through NEFT/RTGS.
- iv) Payment will be made after deducting statutory taxes wherever applicable.

18.0 SPARE PARTS AND SERVICING FACILITIES:

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

19.0 COMPENSATION FOR DELAYED WORK COMPLETION:

In the event of the tenderer fails complete the work as per scope of work of tender within the scheduled work completion period or the stores are rejected, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of work for each week or part thereof for which completion has been delayed, subject to a maximum of 5% of the total value of work,

- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be
- OR**
- c) to cancel the contract.

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

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 ASSIGNMENT:

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

23.0 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.

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

1. Bureau of Indian Standard's Standard Codes and specifications wherever applicable. (ISI)
2. Indian Electricity Rule 1956, wherever applicable.
3. British Standard Specification, relevant Code and British Electrical Standard Association.
4. American Society of Mechanical Engineer's Power Test Codes.
5. American Society of Materials Testing Codes.
6. American Standards Association/ USA Standards Institute and Edison Electric Institute
7. Standard of Hydraulic Institute, USA
8. Heat Exchanger manufacturer's Association, Standards, USA
9. Bleeder Heater Manufacturer's Association, Standards, USA.
10. Appropriate national Standard Specification of the country of manufacture on approval by the purchaser.
11. Indian Boiler Regulation Act.
12. Indian Electricity Act. 1910.

25.0 PATENTS :

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

26.0 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.

27.0 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.

28.0 JURISDICTION:

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

GM (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_20_2021-22
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: b) Name c) Branch No. d) Address	
11	Bank Account No.	
12	Type of A/c : Saving / Current/CC/ any other	
13	IFSC code	
14	WORK COMPLETION PERIOD FOR COMPLETE SCOPE FO WORK FROM THE DATE OF ISSUE OF PURCHASE ORDER/HANDING OVER OF SITE.	

Date & Place:

Signature of tenderer with official stamp

e_TENDER NO. RSMM_CO_MM_NIT_20_2021-22

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer_____

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

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

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

Company may accept or 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_20_2021-22

DECLARATION/ UNDERTAKINGS

Name of the Tenderer: _____

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

Signature of Tenderer with official stamp

Place:

Date:

e_TENDER NO. RSMM_CO_MM_NIT_20_2021-22

**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_20_2021-22

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_20_2021-22

Check list to Technical specifications of Design, Manufacturing, Supply, Installation, Testing & Commissioning of 30 Mtr. high mast lighting towers with 12 nos. of 500W LED Fittings-m 6 nos. at our Jhamar Kotra Mines.

Mention Offered make & Model of Tower:

Mention Offered make & Model of LED:

Quantity- 6 Nos.

Sl. No.	Description	Agreed/Deviation, if any. Please tick against each column towards acceptance.
A	Mast Specification:-	
1	Design, Manufacturing, supply, transportation, installation, testing & commissioning of 30 meter high mast lighting towers complete in all respects along with all associated parts i.e. foundation bolts, feeder pillar, winch, motor, raising & lowering type lantern carriage, 12 nos. of LED light fittings of 500 watt each etc. including the civil foundation works, earthing & lightening protection system and aviation obstruction lights.	
2	Particular care shall be exercised in all aspects of design, manufacturing, testing and installation arrangement of the system to ensure optimum safety under all operating condition.	
3	The high mast shall be designed as per the latest edition of the following standards: (a) Technical report number 7 of ILE UK (b) IS: 875 PART 1 (c) BS-EN10025/IS2062 (d) Other Indian standards as applicable for various parts/items	

4	<p>The mast is to be manufactured from high tensile steel plates conforming to BS-EN10025/ IS2062 grade E350 or equivalent having minimum yield strength of 355N/sqmm, cut and folded to form a polygonal section, telescopic jointed and welding as per BS 5135. Each mast section shall have only one longitudinal weld. The high mast lighting system consisting of totally hot dip galvanized by single dipped, internally & externally, having uniform thickness for all sections.</p>	
5	<p>Lantern carriage- Hot dipped galvanized Lantern carriage with welded arms shall be provided for fixing & holding 12 nos. luminaries. The inner lining of the carriage shall be provided with protective PVC arrangement so that no damaged is caused to the surface of the mast during the raising/lowering operations. The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and nyloc type stainless steel nuts to enable easy installation or removal from the erected mast. Weather proof junction box, made of Cast Aluminum shall be provided on the Carriage Assembly as required, from which the inter-connections to the LED lights fixed on the carriage shall be made. The lantern carriage shall be so designed and fabricated to hold Light fittings on Single side (180 degree) front mounting type and also have perfect self balance.</p>	
6	<p>The mast structure shall be suitable for wind loading as per IS 875 part-3 (Minimum wind speed 180Km per hour with 3 sec gust). The high mast shall be designed suitably taking into account the wind pressure applicable for various zones as per relevant applicable IS code.</p>	
7	<p>The head frame is to be designed as a capping unit of the mast shall be of welded steel construction, galvanized both internally & externally. The top pulley of appropriate diameter to accommodate stainless steel wire rope & multi core electric cable shall be provided. The pulley & the pulley block shall be made of non</p>	

	<p>corrosive material such as die-cast aluminium alloy or equivalent. Synthetic materials such as plastic or PVC is not acceptable. Self lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The head frame shall have docking arms so that luminaries carriage remains docked firmly in tension, motion of the carriage and vibration are eliminated as also the damage due to the effect of eccentric loads.</p>	
8	<p><u>Aviation light-</u> IP65 protected double dome LED aviation light luminaries comprising of die cast aluminium alloy housing with polycarbonate enclosure having more than 200nos low power LEDs having power consumption of about 15W, complete in all respect.</p>	
9	<p><u>Power tool-</u> A suitable high powered electrically driven Integral power tool accessible from door shall be provided for raising & lowering of the lantern carriage. The speed of the power tool shall suit the supplied system. The power tool shall be supplied with suitable motor, control panel/switch so that operation of the mast can be done at a safe distance. Operation with manual handle, independent of power tool shall also be provided.</p> <p>A mechanical torque limiting device to protect the wire ropes from over stretching shall also be provided. The torque limiter shall trip the load when it exceeds the adjusted limits. There shall be suitable provision for indication to the operator once the load is tripped off. The torque limiter is a requirement as per the relevant standards in view of the overall safety of the system. Each mast shall have its own power tool motor.</p>	

10	<p>Door- An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch. Door reinforced with welded steel sections, dust proof, vermin proof, vandal resistance and with Heavy duty double internal locking arrangement shall also be provided. Each lock should have three nos of keys.</p>	
11	<p>Lightning finial- Heavy duty hot dipped galvanized lightning finial shall be provided with each mast. The lightning finial shall be minimum 1.2M in length and shall be provided at the centre of head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through mast. The lightning finial shall not be provided on the lantern carriage under any circumstances in view of safety of the system.</p>	
12	<p>Winch- The motorized double drum type self sustaining winch shall be provided for raising & lowering of lantern carriage without the need for brake shoe, spring or clutches. Each driving spindle of the winch shall be positively locked when not in use by gravity activated PAWLS. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be clearly marked on each winch. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads.</p>	
13	<p>Suitable earth terminal using 12 mm diameter stainless steel bolts shall be provided at a convenient location on the base of the Mast, for lightning and electrical earthing of the mast.</p>	

14	Tenderer shall also supply items i.e. manual handle for power tool, resting arms for holding lantern carriage in lowered test position, testing cord with plug & socket for repair/testing in lowered test position and any other item required for subsequent safe and efficient operation and maintenance of high mast.	
(B)	Electrical system:-	
1	The tower shall have incoming suitable size aluminum armoured cables from feeder pillar to high mast, EPR insulated PCP sheathed trailing cable, outdoor type control panel/ feeder pillar (dust & vermin proof) comprise of incoming ELCB(Earth Leakage Circuit Breaker) of suitable current rating, separate MCB for each phase and motor, voltmeter, copper wiring, incoming/outgoing terminals and control system for the power motor etc., Photo switch with heavy duty contactors etc. for auto on/off, reverse/forward motor operation & CC foundation.	
2	The electrical connections from the bottom to the top shall be made by special trailing cable. At the top, there shall be whether proof junction box to terminate the trailing cable. The trailing cables of the lantern carriage ring shall be terminated by means of metal clad, multi pin plug and socket provided in the base compartment to enable easy disconnection when required.	
3	The system shall have in-built facilities for testing the Luminaries while in lowered position.	
(C)	Light fittings:-	
1	12 Nos of LED flood lights system 500W each with pressure die cast aluminium housing, Rated voltage & frequency- 240V, 50Hz, power factor>0.95, system lumen efficacy shall be equal to or greater than 120 Lumen/ watt, Protection IP66 suitable for mine area/pit lighting to be installed on	

	<p>High mast lighting tower, Impact resistance- IK08, average rated life span of 50000 hrs, operating temp -5 degree C to 50 degree C, CRI greater than 70, LED driver input voltage AC 120-270VAC with high voltage cut off and auto resetting, Colour: Cool white, free replacement warrantee of 2 years for technical defects, with universal electronic driver with capacity to withstand surges. The luminaries housing shall be equipped with distortion free, clear heat resistance, toughened glass diffuser with suitable lenses on LED to achieve various beam angles.</p>	
2	<p><u>Makes of LED light fitting: -</u></p> <p>OEM Must have its own in house NABL lab setup for all testing facilities for LED fixtures. Copy of the NABL certificate to be attached with the tender document.</p>	
(D)	<p>Civil foundation:-</p> <p>All HMLT's are to be installed at various locations in mines, where surface is hard & rocky. High mast foundation should be designed and made suitably after checking of site soil condition and capable of withstanding the vibrations developed due to blasting. All the foundation bolts manufactured from special steel along with nuts, washers, anchor plate and template as required shall be in Tenderer's scope. Required excavation work for the foundation purpose and for earth pits shall also be carried out by tenderer. Any data required for foundation construction i.e. soil bearing capacity or else as required shall be measured by the tenderer.</p> <p>For foundation work, if any blasting is required the same shall be carried out by RSMML on chargeable basis after receipt of written request from the tenderer. Any drilling work required, shall be done by the tenderer.</p>	

(E)	<p>Earth pits:- The two separate maintenance free earth pits for each tower, earth strips & suitable quantity of earthing compound etc items shall be provided by tenderer. The earthing system of high mast shall be designed properly based on the soil of the area and constructed as per relevant applicable IS code. The lightning arrestor and electrical panel etc. shall be earthed by separate suitable size earth strips. Each mast should be earthed at least at 2 points using minimum (25X6) mm GI strip by maintenance free earthing electrodes of minimum 02 meter length.</p>	
(F)	<p>Erection: - Erection of high mast & it's all associated items with the help of suitable equipments, installation & wiring of luminaries with all wiring material and labour. Any tool tackles, hydra/crane required for erection shall be in the scope of tenderer.</p>	
(G)	<p>Other details:-</p>	
1	<p>Transportation, security & safety of all the above materials will be done by the Tenderer till commissioning. The Tenderer is fully responsible for the Equipment / Material until the same is handed over to RSMML in an operating condition after commissioning.</p>	
2	<p>Three sets of all the as built drawings, O&M manual and bill of materials to be supplied along with high mast.</p>	
3	<p>Also, the tenderer shall be responsible for the execution of total work as per applicable standards, Indian Electricity Act and rules, regulations framed there under with latest amendments, Directorate of Mines Safety requirements and other statutory authority requirements etc. if any.</p>	

4	Tenderer shall take suitable insurance policy/Workmen compensation policy for his workmen/employees and submit the same before commencing the work. The tenderer shall follow safe method of working so that no damage/loss is caused to material and injury to any of his workers. RSMML shall not be responsible in any way for the injury caused to tenderer's labour while working.	
5	The working hours at site will be 8.00 AM to 4.30 PM and may have to come out during blasting hours. The tenderer may visit the site and ascertain the site condition for proper execution of the work.	
6	Tenderer shall comply with all precautionary measures and follow Covid 19 protocols and guidelines as issued by Govt. authorities time to time and no any extra payment shall be made on this account.	
7	<p><u>Test certificate-</u></p> <p>(a) Type test certificate for wind tunnel test shall be provided by OEM.</p> <p>(b) OEM routine test certificates for luminaries, winch, wire rope, aviation lights and control panel.</p> <p>(c) Galvanization certificate</p> <p>(d) Winch test certificate for safe working load.</p>	
8	The complete work shall be supervised and certified by the Mast manufacturer for satisfactory supply, erection, testing & commissioning of High mast lighting tower.	

At a glance, the specifications of high mast are mentioned in below table:-

Descriptions	Unit	Specifications
Height of Mast	Meter	30 meters
Material Construction	Grade/BS	S 355 grade as per BS-EN-10 025
No. of Longitude Welds	No.	Single
Cross section of Mast polygon (No. of sides)	Nos.	20 Sides
Nos. of section of mast	Nos.	Three
Other mast dimensions shall be designed by the tenderer conforming to applicable Indian standards and considering installation of masts in mining area.		
Thickness of Galvanizations (Min.)	Micron	As per BS EN ISO 1461
Size of Base Plate (Min.)	MM	730
Thickness of Base Plate (Min.)	MM	30
Nos. of Foundation bolts	No.	12
Lantern Carriage (No. of half)	Nos.	Two
Nos. LED light fitting (500 watt)	Nos.	12
Nos. of Drum	Drum/Winch	Two
Winch Capacity (Min.)	Kg	SWL 750
Wire Rope (Nos/Thickness)	Nos. (mm)	3/6 mm, AISI316
Power tool(Motor- Reversible)	Nos.	i) 3-phase, 220 volt- 04 nos. (1nos for each tower) ii) 3-phase 415 volt- 02 nos. (1nos for each tower)

Signature of tenderer with official stamp

Date:

Place:

e_TENDER NO. RSMM_CO_MM_NIT_20_2021-22

Check list to Technical specifications of Design, Manufacturing, Supply, Installation, Testing & Commissioning of 20 Mtr. high mast lighting towers with 10 nos. of 350W LED Fittings 04Nos. at our Jhamar Kotra Mines.

Mention Offered make & Model of Tower:

Mention Offered make & Model of LED:

Quantity- 4 Nos.

Sl. No.	Description	Agreed/Deviation, if any. Please tick against each column towards acceptance.
(A)	Mast Specification:-	
1	Design, Manufacturing, supply, transportation, installation, testing & commissioning of 20 meter high mast lighting towers complete in all respects along with all associated parts i.e. foundation bolts, feeder pillar, winch, motor, raising & lowering type lantern carriage, 10 nos. of LED light fittings of 350 watt each etc. including the civil foundation works, earthing & lightning protection system and aviation obstruction lights.	
2	Particular care shall be exercised in all aspects of design, manufacturing, testing and installation arrangement of the system to ensure optimum safety under all operating condition.	
3	The high mast shall be designed as per the latest edition of the following standards: (e) Technical report number 7 of ILE UK (f) IS: 875 PART 1 (g) BS-EN10025/IS2062 (h) Other Indian standards as applicable for various parts/items	

4	<p>The mast is to be manufactured from high tensile steel plates conforming to BS-EN10025/ IS2062 grade E350 or equivalent having minimum yield strength of 355N/sqmm, cut and folded to form a polygonal section, telescopic jointed and welding as per BS 5135. Each mast section shall have only one longitudinal weld. The high mast lighting system consisting of totally hot dip galvanized by single dipped, internally & externally, having uniform thickness for all sections.</p>	
5	<p>Lantern carriage- Hot dipped galvanized Lantern carriage with welded arms shall be provided for fixing & holding 10 nos. luminaries. The inner lining of the carriage shall be provided with protective PVC arrangement so that no damaged is caused to the surface of the mast during the raising/lowering operations. The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and nyloc type stainless steel nuts to enable easy installation or removal from the erected mast. Weather proof junction box, made of Cast Aluminum shall be provided on the Carriage Assembly as required, from which the inter-connections to the LED lights fixed on the carriage, shall be made. The lantern carriage shall be so designed and fabricated to hold Light fittings on Single side (180 degree) front mounting type and also have perfect self balance.</p>	
6	<p>The mast structure shall be suitable for wind loading as per IS 875 part-3 (Minimum wind speed 180Km per hour with 3 sec gust). The high mast shall be designed suitably taking into account the wind pressure applicable for various zones as per relevant applicable IS code.</p>	
7	<p>The head frame is to be designed as a capping unit of the mast shall be of welded steel construction, galvanized both internally & externally. The top pulley of appropriate diameter to accommodate stainless steel wire rope & multi core electric cable shall be provided. The pulley & the pulley block shall be made of non corrosive material such as die-cast aluminium alloy or equivalent.</p>	

	<p>Synthetic materials such as plastic or PVC is not acceptable. Self lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The head frame shall have docking arms so that luminaries carriage remains docked firmly in tension, motion of the carriage and vibration are eliminated as also the damage due to the effect of eccentric loads.</p>	
8	<p>Aviation light- IP65 protected double dome LED aviation light luminaries comprising of die cast alluminium alloy housing with polycarbonate enclosure having more than 200nos low power LEDs having power consumption of about 15W, complete in all respect.</p>	
9	<p>Power tool- A suitable high powered electrically driven Integral power tool accessible from door shall be provided for raising & lowering of the lantern carriage. The speed of the power tool shall suit the supplied system. The power tool shall be supplied with suitable motor, control panel/switch so that operation of the mast can be done at a safe distance. Operation with manual handle, independent of power tool shall also be provided.</p> <p>A mechanical torque limiting device to protect the wire ropes from over stretching shall also be provided. The torque limiter shall trip the load when it exceeds the adjusted limits. There shall be suitable provision for indication to the operator once the load is tripped off. The torque limiter is a requirement as per the relevant standards in view of the overall safety of the system. Each mast shall have its own power tool motor.</p>	
10	<p>Door- An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch. Door reinforced with welded steel sections, dust proof, vermin proof, vandal resistance and with Heavy duty double internal locking arrangement shall also be provided. Each lock should have three nos of keys.</p>	

11	<p>Lightning finial- Heavy duty hot dipped galvanized lightning finial shall be provided with each mast. The lightning finial shall be minimum 1.2M in length and shall be provided at the centre of head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through mast. The lightning finial shall not be provided on the lantern carriage under any circumstances in view of safety of the system.</p>	
12	<p>Winch- The motorized double drum type self sustaining winch shall be provided for raising & lowering of lantern carriage without the need for brake shoe, spring or clutches. Each driving spindle of the winch shall be positively locked when not in use by gravity activated PAWLS. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be clearly marked on each winch. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads.</p>	
13	<p>Suitable earth terminal using 12 mm diameter stainless steel bolts shall be provided at a convenient location on the base of the Mast, for lightning and electrical earthing of the mast.</p>	
14	<p>Tenderer shall also supply items i.e. manual handle for power tool, resting arms for holding lantern carriage in lowered test position, testing cord with plug & socket for repair/testing in lowered test position and any other item required for subsequent safe and efficient operation and maintenance of high mast.</p>	
(B)	<p>Electrical system:-</p>	
1	<p>The tower shall have incoming suitable size aluminum armoured cables from feeder pillar to high mast, EPR insulated PCP sheathed trailing cable, outdoor type control panel/ feeder pillar (dust & vermin proof) comprise of incoming ELCB(Earth Leakage Circuit Breaker) of suitable current rating, separate MCB for each phase and motor, voltmeter,</p>	

	copper wiring, incoming/outgoing terminals and control system for the power motor etc., Photo switch with heavy duty contactors etc. for auto on/off, reverse/forward motor operation & CC foundation.	
2	The electrical connections from the bottom to the top shall be made by special trailing cable. At the top, there shall be whether proof junction box to terminate the trailing cable. The trailing cables of the lantern carriage ring shall be terminated by means of metal clad, multi pin plug and socket provided in the base compartment to enable easy disconnection when required.	
3	The system shall have in-built facilities for testing the Luminaries while in lowered position.	
(C)	Light fittings:-	
1	10Nos of LED flood lights system 350W each with pressure die cast aluminium housing, Rated voltage & frequency- 240V, 50Hz, power factor>0.95, system lumen efficacy shall be equal to or greater than 120 Lumen/ watt, Protection IP66 suitable for mine area/pit lighting to be installed on High mast lighting tower, Impact resistance-IK08, average rated life span of 50000 hrs, operating temp -5 degree C to 50 degree C, CRI greater than 70, LED driver input voltage AC 120-270VAC with high voltage cut off and auto resetting, Colour: Cool white, free replacement warrantee of 2 years for technical defects, with universal electronic driver with capacity to withstand surges. The luminaries housing shall be equipped with distortion free, clear heat resistance, toughened glass diffuser with suitable lenses on LED to achieve various beam angles.	
2	<u>Makes of LED light fitting:-</u> OEM Must have its own in house NABL lab setup for all testing facilities for LED fixtures. Copy of the NABL certificate to be attached with the tender document.	

<p>(D)</p>	<p>Civil foundation:- All HMLT's are to be installed at various locations in mines, where surface is hard & rocky. High mast foundation should be designed and made suitably after checking of site soil condition and capable of withstanding the vibrations developed due to blasting. All the foundation bolts manufactured from special steel along with nuts, washers, anchor plate and template as required shall be in Tenderer's scope. Required excavation work for the foundation purpose and for earth pits shall also be carried out by tenderer. Any data required for foundation construction i.e. soil bearing capacity or else as required shall be measured by the tenderer. For foundation work, if any blasting is required the same shall be carried out by RSMML on chargeable basis after receipt of written request from the tenderer. Any drilling work required, shall be done by the tenderer.</p>	
<p>(E)</p>	<p>Earth pits:- The two separate maintenance free earth pits for each tower, earth strips & suitable quantity of earthing compound etc items shall be provided by tenderer. The earthing system of high mast shall be designed properly based on the soil of the area and constructed as per relevant applicable IS code. The lightening arrestor and electrical panel etc. shall be earthed by separate suitable size earth strips. Each mast should be earthed at least at 2 points using minimum (25X6) mm GI strip by maintenance free earthing electrodes of minimum 02 meter length.</p>	
<p>(F)</p>	<p>Erection:- Erection of high mast & it's all associated items with the help of suitable equipments, installation & wiring of luminaries with all wiring material and labour. Any tool tackles, hydra/crane required for erection shall be in the scope of tenderer.</p>	

(G)	Other details:-	
1	Transportation, security & safety of all the above materials will be done by the Tenderer till commissioning. The Tenderer is fully responsible for the Equipment / Material until the same is handed over to RSMML in an operating condition after commissioning.	
2	Three sets of all the as built drawings, O&M manual and bill of materials to be supplied along with high mast.	
3	Also, the tenderer shall be responsible for the execution of total work as per applicable standards, Indian Electricity Act and rules, regulations framed there under with latest amendments, Directorate of Mines Safety requirements and other statutory authority requirements etc. if any.	
4	Tenderer shall take suitable insurance policy/Workmen compensation policy for his workmen/employees and submit the same before commencing the work. The Tenderer shall follow safe method of working so that no damage/loss is caused to material and injury to any of his workers. RSMML shall not be responsible in any way for the injury caused to tenderer's labour while working.	
5	The working hours at site will be 8.00 AM to 4.30 PM and may have to come out during blasting hours. The tenderer may visit the site and ascertain the site condition for proper execution of the work.	
6	Tenderer shall comply with all precautionary measures and follow Covid 19 protocols and guidelines as issued by Govt. authorities time to time and no any extra payment shall be made on this account.	
7	<u>Test certificate-</u> A Type test certificate for wind tunnel test shall be provided by OEM. B OEM routine test certificates for luminaries, winch, wire rope, aviation lights and control panel. C Galvanization certificate D Winch test certificate for safe working load.	
8	The complete work shall be supervised and certified by the Mast manufacturer for satisfactory supply, erection, testing & commissioning of High mast lighting tower.	

At a glance, the specifications of high mast are mentioned in below table:-

Descriptions	Unit	Specifications
Height of Mast	Meter	20 meters
Material Construction	Grade/BS	S 355 grade as per BS-EN-10 025
No. of Longitude Welds	No.	Single
Cross section of Mast polygon (No. of sides)	Nos.	20 Sides
Nos. of section of mast	Nos.	Two
Other mast dimensions shall be designed by the tenderer conforming to prevailing Indian standards and considering installation of masts in mining area.		
Thickness of Galvanizations (Min.)	Micron	As per BS EN ISO 1461
Size of Base Plate (Min.)	MM	570
Thickness of Base Plate (Min.)	MM	30
Nos. of Foundation bolts	No.	8
Lantern Carriage (No. of half)	Nos.	Two
Nos. LED light fitting (350 watt)	Nos.	10
Nos. of Drum	Drum/Winch	Two
Winch Capacity (Min.)	Kg	SWL 750
Wire Rope (Nos/Thickness)	Nos. (mm)	3/6 mm, AISI316
Power tool(Motor- Reversible)	Nos.	i) 3-phase, 220 volt- 03 nos. (1nos for each tower) ii) 3-phase 415 volt- 01 nos. (1nos for each tower)

Signature of tenderer with official stamp

Date:

Place:

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DECLARATION BY TENDERER

I/We declare that I am/ We are /Manufacturer or their Authorised Distributor/ dealer / partner/ Agent 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-

- i) Tenderers are requested to tick their status i.e. Manufacturer or their Authorised Distributor/ dealer / partner/ Agent and attach supporting documents towards their status.
- ii) In case of participant of tenderer as Authorised Distributor/ dealer / partner/ Agent of OEM, please attach the authorization of OEM towards participation against this tender.

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Details of past experience

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

S. No .	Name & Address of the Purchaser	Order No. & Date	Brief Description of the High Mast Lighting Tower	Nos. of High Mast Lighting Tower supplied
01				
02				
03				
04				
05				
06				
07				

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

Signature with Office Seal.

Place:

Date:

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FORM OF BID-SECURING DECLARATION

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

Date:

Bid No.:

Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

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

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

We understand this bid securing declaration shall expire if:-

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

Signed.:-----

Name :-----

In the capacity of:-----

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

Dated on day of

Corporate seal-----

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

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**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

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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 _____ 2021.

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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.

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**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:

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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