

(A Government of Rajasthan Enterprise)

Purchase Department, Phosphate Division, SBU & PC Rock Phosphate,

Jhamarkotra Mines, P.O.: Jhamarkotra, Via. & Dist. Udaipur (Rajasthan)

Website: www.rsmm.com email: luckybhargava.rsmml@rajasthan.gov.in Mobile: 7073471731

TENDER DOCUMENT

TO

e_TENDER NO. 13/23-24 dated 11/10/2023

e- TENDERS ARE INVITED FOR DESIGN, MANUFACTURE, SUPPLY, STAMPING ERECTION, COMMISSIONING, **TESTING** & 100 CAPACITY, 18X3 **PLATFORM** SIZE **PITLESS** FULLY **ELECTRONIC** WEIGHBRIDGE AT JHAMARKOTRA MINES, UDAIPUR AND IT'S AMC FOR TWO YEARS.

s.n.	Description	Date	Time		
1	Bid Submission Start Date	11/10/2023	10.00 a.m.		
2	Bid Submission Closing Date	30/10/2023	6.00 p.m.		
3	Techno-Commercial Bid Opening Date	01/11/2023	3.00 p.m.		
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	30/10/2023	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			
8	Tender Document Fees	Rs. 1180/- (Inclusive of GST-18%) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur			
9	RISL Processing Fees	Rs. 1000/- in favour of "MD RISL" payable at Jaipur			
10	Bid Security	Rs. 40,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur			

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NOTICE INVITING e-TENDER

e- Tenders in Two parts (Techno Commercial Part & Price Part) are invited from manufacturer/their authorized dealers for following-

Description	Qty.
e- TENDERS ARE INVITED FOR DESIGN, MANUFACTURE, SUPPLY, ERECTION, COMMISSIONING, TESTING & STAMPING OF 100 MT CAPACITY, 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC WEIGHBRIDGE AT JHAMARKOTRA MINES, UDAIPUR AND IT'S AMC FOR TWO YEARS.	One No.

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

(Lucky Bharava) Dy. General Manager (MM)

e- TENDERS ARE INVITED FOR DESIGN, MANUFACTURE, SUPPLY, ERECTION, COMMISSIONING, TESTING & STAMPING OF 100 MT CAPACITY, 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC WEIGHBRIDGE AT JHAMARKOTRA MINES, UDAIPUR AND IT'S AMC FOR TWO YEARS.

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, c & d	Check-list to technical specification and scope of work and other related details/drawings				
Annexure-VII	Declaration by tenderer				
Annexure- VIII	Details of Past Experience				
Annexure- IX	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 -I

1.0 Instructions for preparation & submission of e-Tender and Conditions of e-Tender:

- a. Tender shall be submitted online only through e-procurement portal of GoR i.e. www.eproc.rajasthan.gov.in. No physical/offline Tender/bid shall be accepted.
- b. The **Tender document fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order / RTGS/NEFT drawn **in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur** and shall be submitted to the office of the DGM (F&A), Marketing Department, CO, 4-Meera Marg, Udaipur up-to schedule date and time, as above.
- c. The **Bid Security** shall be in the form of Demand Draft / Bankers Cheque/Bank Pay Order RTGS/NEFT drawn in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur and shall be submitted to the office of the DGM (F&A), Marketing Department, CO, Udaipur, 4-Meera Marg, Udaipur upto schedule date and time, as above.
- d. The Processing Fee shall be in the form of Demand Draft / Banker Cheque RTGS/NEFT drawn in favour of "MD RISL" payable at Jaipur and shall also be submitted to the office of the DGM (F&A), Marketing Department, CO, 4-Meera Marg, Udaipur upto schedule date and time, as above
- e. Conditional tenders and casual letters sent by the bidders will not be accepted.
- f. Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- g. The Tender Document is not transferable.
- h. Bidders who wish to participate in this tender will have to be registered on http://eproc.rajasthan.gov.in. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- i. Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are: 24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. Email-support-e proc@nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: eproc@rajasthan.gov.in., Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- j. 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.
- k. Bidder shall submit their offer on-line in electronic formats both for technocommercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of DGM (F&A), Marketing Department, CO, Udaipur before scheduled date & time as mentioned in tender document.

- Scanned copies of DDs/ BCs / RTGS/ NEFT should also be uploaded along with the online Bid.
- 1. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- m. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- n. 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.
- o. Bidders shall have to furnish the legible/readable bid documents in the "covers" as prescribed in the document in PDF/jpg format. All the documents should be sealed & signed by the tenderer.
- p. 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.
- q. In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed:
 - i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - **iii)** Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract.

COVER-A

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders RTGS/NEFT towards Tender document Fees, Bid Security and processing fees.
- 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 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 / bidder 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, civil work etc. of offered weighbridge & other details as per annexure-VI, a, b, c & d.
- ii) Declaration as per annexure-VII. In case of participation by authorized/accredited dealer on behalf of their manufacturer, the dealer has to furnish authorization/accreditation certificate of the manufacturer in his favor to participate against this tender on their behalf.
- iii) Declaration/Documents as per along with copies of PO/Performance

- certificate for supply of 100 MT capacity weighbridge or higher capacity annexure-as per pre-qualification criteria of tender clause no. 9.0.
- iv) Detailed specifications and illustrated catalogue and specific technical information about the offered equipment along with general arrangement drawing, plan of foundation, other required drawings etc.
- v) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.
- vi) Form A and B.

COVER-C

Price Bid in xls format.

2.0 SUBMISSION & OPENING OF TENDERS:

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

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees offline to the office of DGM (F&A), Marketing Department, CO, Udaipur 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/ Processing Fees to the office of DGM (F&A), Marketing Department, CO, Udaipur 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) The tenderer shall deposit (interest free) a sum of **Rs. 40,000/- (Rupees Forty Thousand only)** as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders / RTGS/NEFT payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 1000/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders RTGS/NEFT only to the office of DGM (F&A), Marketing Department, CO, Udaipur within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque will not be accepted.

Demand Draft / Bankers Cheque/ Bank Pay Orders RTGS/NEFT for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of DGM (F&A), Marketing Department, CO, Udaipur) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders / RTGS / NEFT details should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

c) The Bid Security shall be forfeited in case of :

- i. If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
- ii. If it is established that tenderer has submitted any wrong information/forged document along with the tender or thereafter.
- iii. If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.]
- iv. If the tenderer does not submit the security deposit cum performance guarantee.
- v. If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender &/or validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security against this tender, however, the bid security

originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.

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

Our Bank Details are as under:

IDBI Bank,

Account No.:050102000002202

IFSC Code: IBKL0000050

Saheli Marg, Udaipur (Raj.) India

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

5.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) Successful bidder(s) is to furnish Security Deposit cum Performance Guarantee (Performance Security) as belowThe rate of security deposit (performance security) as per the prevailing terms and condition of the Company is 10 % of the total value of the order (For Supply, Installation, Commissioning of weighbridge) and equal to 5 % of the total value of AMC of 2 years (For annual maintenance contract of weighbridge).
- ii) 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 their branch at Udaipur, within 21 days from the date of award of PO, on the stamp paper of appropriate value.
- iii) The security deposit for Supply, Installation and Commissioning of weighbridge should be valid for a period of 6 months in excess of warranty period + work completion period. SD for annual maintenance contract of weighbridge (AMC) should be valid for a period of 6 months in excess of AMC period of 2 years + one year 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.
- S.D. should be send to the office of DGM (MM), Jhamarkotra, Udaipur for Supply, Installation & Commissioning of weighbridge & for annual maintenance contract of weighbridge.

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 along with supporting documents
 - 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.

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 & QUANTITY:

i) Specifications and scope of work for design, manufacture, supply, erection, commissioning, testing & stamping of 100 MT capacity, 18x3 platform size pitless fully electronic weighbridge at Jhamarkotra mines, Udaipur and its AMC for two years. The technical details of the weighbridge are mentioned as Annexure- A

Note: Tenderers are advised to visit the site to witness and check the exact location of installation of Weigh Bridge, soil conditions, facilities available etc. The site is about 30 kms from Udaipur city. No claim on this account will be entertained by the company at any point of time.

- ii) The weighbridge should be capable of continuous operation for protracted periods on a system of three shifts of 8 hrs duration each- per day round the year.
- iii) Training to company personnel has to be provided free of cost.
- iv) After completion of guarantee/warrantee period of one year as per clause no. 15.0, the weighbridge will be under AMC. However, RSMML, at its sole discretion may continue or discontinue the AMC.
- v) Contractor will responsible for stamping of weighbridge during AMC.

8.0 INSTALLATION, COMMISSIONING OF WEIGHBRIDGE AND DISMANTLING, SHIFTING, PIT FILLING ETC OF THE EXISTING WEIGHBRIDGE:

The tenderer will be responsible for Installation, Commissioning of Weighbridge and Dismantling, Shifting, Pit Filling etc of Existing Weighbridge as per Annexure-A.

The tenderer shall depute qualified and competent technical personnel & other staff to supervise, installs, commission and test the equipment free of cost for the required period and for test day running, as well as for training company staff in operation and maintenance of the equipment at site.

- i. Complete dismantling and shifting of existing weighbridge and all allied components to Central Store Jhamarkotra Mines or any designated place will be in the scope of supplier.
- ii. Filling of exiting weighbridge pit up-to road level and covering it with C.C. flooring so as to avoid unwanted accumulation of water shall also be in scope of work.
- iii. The weighbridge shall be pit less type above ground, with R.C.C. ramp of at least M30 grade concrete having suitable slope on either side to facilitate vehicle approach on the weighbridge so as to avoid any unwanted impact or stresses for efficient functioning of weighbridge.
- iv. Complete erection, testing & commissioning of new pit-less weighbridge in replacement of existing weighbridge no. #4.

- v. Any other civil work including but not limited to construction/ repair of pit at the place of weighbridge, if required, will be in the scope of supplier.
- vi. All civil work should be executed as per governing technical specifications or Indian Standard Codes.

9.0 PRE-QUALIFICATION CRETERIA:

- a. The tenderer should have minimum turnover of Rs. 10,00,000/- {Ten Lakh only] in any one of the immediately preceding three financial years i.e. 2020- 21, 2021- 22 and 2022-23 in tenderers name. Tenders should enclose the supporting documents along with their tender.
- b. The tenderer should have latest valid license to manufacture, repair or sale of weights and measures as per section 23 of Legal Metrology Act 2009 (amended up to date). The tenderer should possess model approval certificate issued by the Director of Metrology, Government of India. New Delhi. Copy of such license and model approval o1 100 MT capacity ELWB should be furnished with the tender.
- c. Tenderer should have supplied & commissioned at least five electronic weighbridges of 100MT capacity or of higher capacity in last three financial years and they should be in successful operation. Purchases orders & completion/performance certificates shall be submitted along with the tender.

The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualification criteria, documents submitted along with Part –I of the offers and/or the information gathered by the RSMML about the tenderer. The price offer of only techno-commercially qualified Tenderer(s) will be opened on a later date, which will be informed to qualified Tenderer(s) only. The decision of the Company shall be final and binding in this regard.

10.0 CONSIGNEE:

The Head & Incharge, SBU-PC (RP) or his authorized officer. RSMM Ltd., Jhamarkotra Udaipur

11.0 RSMML's RIGHTS:

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

- a) to reject any or all the tenders received.
- b) to accept a tender either for the total scope of work or part thereof & not to accept the lowest tenderer.
- c) to purchase the weighbridges with or without AMC.
- d) to accept/reject any tender on technical grounds based on RSMML requirement.
- e) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- f) to increase/decrease the quantity as per work requirement.
- g) to procure or not to procure the additional one no. load cell.

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.

12.0 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) Tenderer is also requested to quote the AMC charges (including all repair & supply of all types of spares & components related to the weighbridge) for a period of 2 years after completion of warranty period of one year as per clause no. 15.0.
- iv) Tenderer will be responsible for stamping of weighbridges during AMC.
- v) Prices in BOQ are to be quoted as per below
 - **a. Row no. 1** Charges for Supply of one no. Pitless type Fully Electronic Weighbridge as per scope of work all other allied works and terms & conditions mentioned in tender (except civil work component and Installation, Commissioning and Testing charges).
 - **b. Row no. 2** Charges for Installation, Commissioning and Testing of one no. Pitless Fully Electronic Weighbridge as per terms & conditions mentioned in tender.
 - **c. Row no. 3** Total charges for Civil work as per scope of work and terms & conditions mentioned in tender.
 - d. Row no. 4- Annual maintenance Charges for 1st year after completion of warranty period of one year. AMC charges will be discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
 - **e. Row no. 5-** Annual maintenance Charges for 2nd year. AMC charges will be discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
- **vi)** The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, and any other Delivery Charges etc up to destination. The quoted price will remain firm and fixed till complete execution of the contract.
- vii) 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.

- viii) 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.
- ix) The bidder shall submit an undertaking with monthly bills bearing GSTIN and
- **x)** HSN/SAC Code that "total GST has been deposited and returns have been filed for relevant tax period."
- xi) 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."

13.0 PRICE VARIATION:

- i) The agreed prices shall remain firm and fixed till the complete execution of the contract. Only variation on account of withdrawal/imposition/changes in structure of Taxes & Duties by the Government which are within the work completion period/AMC period & directly reflected on invoice will be considered on production of documentary proof.
- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

14.0 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.

15.0 GUARANTEE/ WARANTEE:

The tenderer shall warrant that the equipment supplied under the contract/order is 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 equipment for a period of 12 months from the date of successful commissioning and final handing over of Weigh Bridge to RSMML. Defect liability period for civil work will be 12 months.

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 3 working days for settlement of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/composite warranty shall be submitted along with the bill. 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 successful 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.

During the guarantee period, development of interface (API) for integration with WMS/DOS etc. software and necessary calibration in included for the contract period.

Contractor shall maintain the weighbridge free of cost for one year from the date of commissioning as a standing guarantee term. The technician/service engineer of the contractor should visit on quarterly basis to undertake service of ELWB's even if no complaint reported from the RSMML authorities. In token of having visited and undertaken the servicing, the service personnel/technician shall prepare and furnish the service report duly signed by W/B executive also.

16.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:

- a) The lowest tenderer shall be determined on the basis of total landed price of weighbridge offered in BOQ for supply, installation, testing & commissioning of weighbridges along with civil work, AMC charges, which includes basic price, all taxes & duties, transportation, insurance & any other delivery charges etc. up to destination (EXCEPT GST).
- b) The year wise net present value (NPV) of Annual Maintenance Charges for two years would be worked out by discounting @ 12% (twelve percent) per annum to arrive at the total cost of AMC.
- c) 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.

d) **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.

17.0 WORK COMPLETION PERIOD:

The total time stipulated for the completion of all the works will be 3 months which will reckoned from the 10th day of issue of award letter/purchase order for the work.

18.0 TRAINING:

The tenderer will depute experienced personnel to conduct training of Company's operators, technical and supervisory personnel while handing over the equipment to RSMML. Training should be conducted free of cost & at site. The training shall cover the following:

- i) The equipment system & safety
- ii) Equipment operation & maintenance
- iii) Trouble shooting, localization of faults and their remedies covering:
 - a) Electrical & electronics,
 - b) Mechanical

Comprehensive training manuals with clear illustration shall be provided to each participant. Training course shall be conducted in both English & Hindi languages as required.

19.0 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.

20.0 INSPECTION & TEST:

- i) The tenderer will furnish the test certificate along with the supplies of equipment.
- ii) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
- 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.
- iv) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- **v)** 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.
- **vi)** The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

21.0 TERMS OF PAYMENT & PAYING AUTHORITY:

a) For supply, installation & successful commissioning of weighbridges-

90% payment within 30 days from the date of completion of work, that is, supply, installation & successful commissioning of weighbridges at site, completion of related civil work, stamping & commissioning report, verification of the weighbridge by Dept. of metrology as per scope of work/order, and final handing over of weighbridge to RSMML.

Balance 10% payment will be paid within 30 days thereafter.

For Annual Maintenance Contract of weighbridges-

100% payment of yearly AMC charges after expiry of each year of AMC.

ii) Billing & Paying Authority:

For supply, installation & successful commissioning of weighbridges— The bill in triplicate along with the supporting documents duly verified by the consignee will be submitted to The Office of DGM (MM), RSMML, Jhamarkotra, Udaipur for payment purpose. The payment disbursing authority isThe Sr. Manager (F&A), Rajasthan State Mines & Minerals Ltd. 4, Meera Marg, Udaipur-313001

For Annual Maintenance Contract of weighbridges-

The bill in triplicate along with the supporting documents duly verified by the consignee will be submitted to Head of SBU for payment purpose. The payment disbursing authority will be Head of Finance of SBU.

- iii) Payment will be made through NEFT/RTGS.
- iv) Payment will be made after deducting statuary taxes wherever applicable.

22.0 ANNUAL MAINTENANCE CONTRACT (AMC) OF WEIGHBRIDGE ONLY:

Tenderer is requested to quote the rates for AMC for a period of 2 years after completion of warranty period of one year as per clause no. 15.0 of tender. The tenderer will carry out four (4) quarterly preventive maintenance visits and will attend breakdown calls through the trained staff on as & when required basis during AMC period.

Tenderer will be responsible for stamping of weighbridges during AMC. The arrangement of standard weight for the same will be the responsibility of tenderer. Calibrations of weighbridges have to be shown to the company/any authorized agency whenever required.

The tenderer shall carry out calibration/certification from Dept. of Legal Metrology (Weight & Measurement Dept.) annually. After every repair/reverification by the authorities, the tenderer shall arrange for proper sealing of instruments and keep record accordingly. Such records shall be countersigned by company's official.

AMC will include all repair & supply of all type of spares, components etc related to the weighbridge.

The supplier will have to respond to calls for attending breakdowns/defects as per conditions stipulated in Annexure-A of this tender document, failing which compensation shall be recovered from their payments as per provisions of clause 23

23. PENALTY PROVISIONS:

A. Compensation For Delayed Delivery: - Time is the essence of the contract. Contractor/ supplier shall complete the supply, installation and commissioning of weighbridge in 3 months which will be reckoned from the 10th day of issue of award letter/purchase order for the work. In the event of the tenderer fails to supply, Install & Commission the weighbridge along with related civil work & other works 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 day of the total value of work, subject to a maximum of 10% 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
- 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.

- **B.** Delay in rectifying breakdowns/defects during Warranty/ Guarantee Period- In case of break down or major defects, if the weighbridge is not attended to and rectified within a period of 3 (three) working days from the date of receipt of intimation by the firm, liquidated damages @ Rs. 1000/- per day for the number of days for which the weighbridge remains out of operation beyond the period of 3 working days will be levied on the firm. This will be subject to be a maximum of 10% of the value of the contract.
- C. Delay in rectifying breakdowns/defects during AMC Period- Any breakdown call shall be attended by the supplier within a period of three working days of reporting of problem otherwise compensation @1% (One percent) per day of AMC value, subject to a maximum of 50% of the AMC value, shall be recovered from the AMC payments.

The compensation will be made within 15 days by the contractor failing which this amount will be adjusted from the amount due/ security deposit under terms of payment.

24.0 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.

25.0 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 subcontractor, his agents and employees fully as if those are the Contractor 's own acts.

26.0 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.

27.0 INDIAN / INTERNATIONAL STANDARD:

The offered specifications by the tenderer should be based upon Indian standards or equivalent and where no Indian standards are available 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 specifications shall, unless otherwise specified be build to conform to the requirements of relevant standards issued by any of the following 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 Edition 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.
- **28.0 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.

29.0 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.

30.0 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.

31.0 JURISDICTION:

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(Lucky Bhargav) DGM (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:

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	Name of the Manufacturer of Offered weighbridge			
6	Annual turnovers in rupees for last three years.	2020-21	2021-22	2022-23
7	PAN No.			
8	GSTIN No.			

9	HSN Code of offered item	
10	Entrepreneurs Memorandum no. as per MSMED Act 2006	
	Nature of Activity (manufacturing/Service)	
	Category of Enterprise:	
	(Micro/ Small/ Medium)	
11	Banker details:	
	i) Name	
	ii) Branch No.	
	iii) Address	
12	Bank Account No.	
13	Type of A/c: Saving / Current/CC/ any other	
14	IFSC code	
15	Offered work completion Period for complete work as per scope of work and terms of tender	

Signature of tenderer with official stamp

$\frac{\textbf{UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS \& CONDITIONS OF}}{\textbf{TENDER}}$

We confirm that all the terms & conditions of tender are acceptable to

Name of Tenderer_____

us except the following.

	Tenderer may stipulate here exceptions and deviations to the tender co- considered unavoidable. In case the tenderer does not mention any i to the deviations in the below format & furnish it blank then it will be that the tenderer is not offering/ putting any deviations to the tender condition. Tenderer should mention the deviations, if any, at their of rejection of their offer.				
	Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation	
	_	•	pt or may not accept the iscretions. No claim on this		
othe	er docu epted. F	ment furnish	ed in support of tender not entertain any claim o	ed anywhere else (i.e. in any will not be considered & of the tenderer on offered	
Signature of tenderer with officia					
	Date:				
	Place:				

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING / GST/ LICENCES.

Name of the Tenderer:
We hereby declare that we have not been banned/suspended or de-listed by RSMML or any other procuring entity in past.
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."
We undertake that we are possessing valid licenses from W&M Department towards selling, repairing or servicing of weighbridges and also having registration/approvals of offered equipment.
Signature of Tenderer with official stamp

<u>Declaration for Registration under Micro, Small & Medium Enterprises</u> <u>Development Act, 2006.</u>

	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:		

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer	
------------------	--

	1	T		
	% Rate	% Rate considered	% Rate	% Rate
Particulars	considered in	in price bid for	considered in	considered in
	price bid for	Installation,	price bid for	price bid for
	supply of	commissioning &	Civil work in	AMC charges in
	equipment in row	Testing of	row no. 3 of	row no. 5 & 6 of
	no. 1 of BOQ	equipment in row	BOQ	BOQ
		no. 2 of BOQ		
0.000		0.00	0.4	0.00
CGST	<i>@</i> %	<i>@</i> %	@%	@%
CCCT	0/	O/	0/	0/
SGST	@%	@%	<i>@</i> %	<i>@</i> %
ICCT	(a) 0/	0/	0/	0/
IGST	@%	<i>@</i> %	<i>@</i> %	@%

Signature of tenderer with official stamp

Date:			
Place:			

Annexure- VI

Check-list to technical specifications of weighbridge

S. No	Description	Unit	Qty	Deviation, if any
1	Design, Manufacture, Supply, Erection, Testing, Commissioning & Stamping of Pit less (with provision of Unmanned) Electronic Weighbridge having 100MT capacity with a readability pt 10 Kgs and having Platform of size 18 Meter X 3-meter (Including all mechanical, electrical & civil work) Detail scope of work & Specifications of material enclosed at Annexure-A	Nos.	01	

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

Signature of Tenderer with official stamps

Date & Place

Detailed Technical Specification of Pit less type Weighbridge {with Provision of Unmanned) its accessories

S. No. Description Remarks

1. Design, Manufacture. Supply, transportation, loading, unloading and Erection, Testing & Commissioning (Including complete mechanical, electrical & civil work along with ramp) & stamping of Pit less type Electronic weighbridge (with provision of Unmanned)

• Capacity: 100 MT

Readability: 10 Kilograms (or less)
Size of Platform: 18 metres x 3 metres
2 year AMC after one year guarantee period

2. Total Time Stipulated

The total time stipulated for the completion of all the works will be **3 months** which will reckoned from the 10th day of issue of award letter/ purchase order for the work.

3. Te	chnical Specification	
I	Type	Pit less
Ii	Maximum capacity of weigh bridge	100 Metric Ton
Iii	Accuracy	10 Kg (or Less)
Iv	Material of construction of platform	The structure and platform shall be of robust design, modular type and adequate strength to sustain the repetitive static and dynamic loads. The main beams cross beams and transverse beams are structural Steel as per IS: 800, 2062 as amended up-to date of make, of SAIL/Tata Steel/Jindal Steel/ Essar Steel.
V	Size of platform	18 Meter X 3 Meter with anti-skid surface
Vi	Deck Plate	Chequered / Anti- skid Mild Steel plate as per IS:2062 as amended up to date of make, of SAIL/ Tata Steel/Jindal Steel/ Esser Steel in convenient lengths of thickness not less than 12 mm for 100 MT.
Vii	Painting	Epoxy to meet IS 2074
Viii	Number of load cell	8 Nos. or more if required
Ix	Specification of Load cell	Indigenous, Hermetically sealed (IP 68 or above Protection class) stainless steel construction, maintenance and corner adjustment free, point contact, suitable to operate under (-) 5 degree

		centigrade to 60 degree centigrade temperature and up to 95% moisture/humidity; capable to sustain specified overload, destruction load and side thrusts without further adjustment. Safe overload 150% of rated capacity. Accuracy; OIML R-60 (minimum class C3)
X	Capacity of load cells	Not less than 30 MT
Xi	Protection	The weighbridge shall be provided with all the safety devices against overload, lightning/ surge and snould incorporate safety devices so as to ensure complete protection for weighbridge from all operational failures. Suitable interlocking arrangements against faulty sequence of operation, sudden power failure/fluctuation in supply voltage beyond permissible range and malfunctioning in system shall be provided.
Xii	Junction Box	Protection class: IP66 Surge protection: Surge arrestors to be provided Material of contraction: Cast Aluminum / Stainless steel Connection type: Terminals on PCB mounted inside junction box. Glands for entry: Double compression type.
Xiii	Interconnecting cable	The Load cells to be provided with shielded type cable to be laid in class "B" GI Pipe.
Xiv	Electronic Digital Indicator	 Digital Type, IP68 or above rated controller module, Wall & Table mounted both Enclosure: Dust Proof stainless steel body Display: 6 Digit seven segment 25mm bright LED Calibration: Internal/External Fully protected against ingression of dust and moisture which increases its life span High performance microprocessor-based Alpha Numeric Weighing system having high internal indications, auto to calibration facilities etc. Operating temperature to be 0 degree to 50 centigrade Response time < .05 seconds Electrical safety IEC-348.
Xv	Jumbo Display Unit	 An additional display unit at a suitable place outside the cabin of weighbridge for clear viewing of drivers in day light or in darkness of character size of 100mm, 6 digit bright, LED type to be provided.
Xvi	Voltage stabilizer	• 2 KVA rating servo transformer with input 140V-280V and output 220±5% of reputed and approved make to protect the equipment from voltage variation.
37	10	• EMI, RFI 8s ESD protection
Xvii	Unmanned System	Provision to upgrade into unmanned system

- in future i.e. ability to operate in both manned and unmanned scenario
- Truck can be loaded properly 1 through signaling light or hooter.
- All gadgets like RFID / UHK-RFID roader, automatic boom barrier, photo sensors, signal masts, camera installed near the weighbridge. All gadgets must be weather proof.
- Truck positioned through positing.
- Camera Vigilance.
- 4. **Software Configuration**: Should be able to retrieve weight from serial port interface in software application with provision to retrieve weight from network port if required. Bidder should ensure to provide weighment details to our existing desktop application for generation of e-Ravanna.

5. Civil Work:-

- i. Complete dismantling and shifting of existing weighbridge and all allied components to Central Store Jhamarkotra Mines or any designated place will be in the scope of supplier.
- ii. Filling of exiting weighbridge pit up-to road level and covering it with C.C. flooring so as to avoid unwanted accumulation of water shall also be in scope of work.
- iii. The weighbridge shall be pit less type above ground, with R.C.C. ramp of at least M30 grade concrete having suitable slope on either side to facilitate vehicle approach on the weighbridge so as to avoid any unwanted impact or stresses for efficient functioning of weighbridge.
- iv. Complete erection, testing & commissioning of new pit-fees weighbridge in replacement of existing weighbridge no. #4.
- v. Any other civil work including but not limited to construction/ repair of pit at the place of weighbridge, if required, in the scope of supplier.
- vi. All civil work should be executed as per governing technical specifications or
 - Indian Standard Code.
- **6. Calibration & Stamping**: The weighbridge is to be properly calibrated and stamped with the date/year of verification. After completion of installation & calibration of the above weighbridge, it is mandatory to provide the stamping Certificate issued by Weights & Measurement department in the name of RSMML, Jhamarkotra Mines, Udaipur.

7. Annual Maintenance Contract (AMC):

i. After completion of Guarantee period the AMC shall be of next two years. The charges of AMC shall be paid on annual basis. The annual charges should be inclusive of all the charges as no separate payment shall be made for visits spare parts and repairs. Payment will be made on

- production of invoice/bill.
- ii. The party shall quote separately for Annual maintenance contract as per price schedule.
- iii. The supplier shall maintain the weighbridge in good working condition & shall repair or replace the worn or defective parts/ equipments whenever required.
- iv. Rate should be inclusive of load cell, digitized, spares, consumable required and any kind of repair work/ material required for successful operation of WB.
- v. AMC is inclusive of development of interface (API) for integration with WMS /DOS etc. as required software and necessary calibration during the contract period.
- vi. Breakdown shall be intimated through e-mail or telephone. The date of such intimation shall be taken as date of breakdown. The Party shall be bound to repair the weighbridge within duration of three working days from the date intimation of breakdown, a penalty/ liquidated damages shall be charged for each day exceeding the stipulated period as mentioned in penalty provisions.
- vii. Service engineer should visit RSMML weighbridge on quarterly basis during the AMC period for preventive maintenance.
- viii. In case of any breakdown, supplier shall depute its service engineer as soon as & when informed by any suitable means like SMS / e-mail/Phone Call
- ix. The necessary stamping fee for stamping of weighbridge from the concerned authority for using weighbridge at RSMML premises during AMC period have to be borne by the contractor. No extra payment will be made.

8. General Terms & Conditions:-

- i. The weighbridge installed at our existing site Jhamarkotra mines 30 km from Udaipur city is to be replaced with new weighbridge (with provision of unmanned), therefore, the bidder may visit the site to understand the site conditions and existing installation before submitting their offer for the work to be completed in all respect.
- ii. All the items required for the installation and commissioning, training, testing and stamping of above weighbridge including crane tools & tackles etc will be in the scope of supplier.
- iii. All other miscellaneous work related to installation & commissioning of weighbridge will be in the scope of supplier.
- iv. The contractor shall supply two complete sets of all drawings relating to the equipment as well as their installation at his own cost (mechanical, electrical and civil drawings). The contractor shall keep one complete set of all drawings and specifications at site of work in good order.
- v. The supplier shall provide the training to the our staff at our site on free of cost by their trained engineer at least for two days covering all the technical and non technical details.
- vi. Any damage caused to the existing installation during the excavation or subsequently during the execution of total work shall be rectified / rejected failing which a recovery as evaluated by the RSMML would be made from the bill of the supplier.

- All the locks/passwords of the display unit or any other equipment vii.
- shall be disclosed at the time of supply.

 The supplier should ensure the supply of spares/ parts after the Guarantee & AMC periods also. viii.

Signature of Tenderer with official stamps

Place & Date

DECLARATION BY TENDERER

I/We declare that I am/ We are /manufacturer/ Distributor/Authorised dealer 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- Tenderers are requested to tick their status i.e. Manufacturer/ Distributor/Authorised dealer and attach supporting documents towards their status.

Details of past experience

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

List of order(s) executed in last 3 preceding years as per pre-qualification criteria of tender

S.	Name & Address	Order No. &	Brief Description of the	Nos. of
No	of the Purchaser	Date	Weighbridge	Weighbridge
				supplied
01				
02				
03				
04				
04				
05				
06				
0.7				
07				
		<u> </u>		, 5.6

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

	Signature	with	Office	Seal.
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ы	ace	٠
1 1	acc	٠

Date:

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,
3.	We,

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

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

- 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

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 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.

Annexure B: Declaration by the Bidder regarding qualifications

Declaration	bv	the	Bidder
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In rela	tion to my/our Bid submitted tofor procurement
of	in response to their Notice Inviting Bids
No	dated
Rajast	han 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 processional 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:

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.

(See rule 83)

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

_	0f		econd Appellate Authority)	
1.	Particulars of appella (i) Name of the appell	nt:	ccond rippenate riumority)	
	(ii) Official address, i	f any:		
	(iii)Residential addres	38:		
2.	Name and address of (i) (ii) (iii)	the respondent(s) :		
3.	Number and date appealed against a designation of the owno passed the ocopy), or a stateme action or omission of Entity in contrav provisions of the Adappellant is aggrieved	nd name and officer/authority order (enclose ont of a decision, the Procuring cention to the oct by which the		
4.	If the Appellant prepresented by a representative :	proposes to be resentative, the		
5.	Number of affidavits and enclosed with the			
6.	Ground	of	appe	eal
:				
			(Suppo	rt
	an affidavit)		(11	
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.

Т.	Application by MSM	E for Purchase Preference in	Procurement of Goods			
To,	onoral Managan					
The General Manager DIC, District						
DIC, D	18tHCt					
1. Nan	ne of Applicant with P	ost:				
	nanent Address:					
	tact Details:					
	phone No.:					
	oile No.:					
c. Fax						
d. Ema	ail Address:					
4. Nan	ne of micro & small er	nterprise:				
	ce Address:	•				
6. Add	ress of Work Place:					
7. No.	& Date of Entreprene	urs Memorandum-II/Udyog A	Aadhaar Memorandum:			
	se photo copy):	, ,				
8. Proc	ducts which Entrepre	neurs Memorandum-II/Udyo	g Aadhaar Memorandum			
availed	1:	, ,				
9. Prod	lucts which are at pro	esent being produced by the ϵ	enterprise:			
10. Pro	oducts for which purc	hase preference has been app	olied for:			
11. Pro	oduction capacity as p	per Capacity Assessment Cert	ificate (enclose photocopy of			
	Capacity Assessment	Certificate):				
Serial Product Product Production Capacity						
No.		Quantity	Value			
1						
2						
3						
4						
12. Lis	t of Plant & Machiner	v installed:				
Serial	Name of Plant &	Quantity	Value			
No.	Machinery	Q 0.00.20.05	1 3236			
1						
2						
3						
4						
•						
13. Lis	t of Testing Equipme	nts installed:				
Serial	Name of Testing	Quantity	Value			
No.	Equipments					
1						
2 3						

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

a. Benefits depositing Bid Security and Performance Security:

a. Benefits depositing Bia Security and renormance Security.					
Last Financial Year			Current Financial Year		
Department	Bid Security	Performance Security	Bid Security	Performance Security	

b. Details of Supply orders received:

S. Bettans of Supply Gracis received.						
Last Financial Year			Current Financial Year			
Department	No. & Date of purchase order	Amount for which purchase order received	0	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	Ciana atauna
	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/sw	as inspected by
on dated and the fac	<u> </u>
enterprise are correct as per the record shown by the appeligible for Purchase Preference under this notification.	plicant. The enterprise is
The certificate is valid for one year from the date of its is	sue.
Office Seal Signature	
	(F11 N

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

Enclosure-

- (1) Application
- (2)
- (3)

Format of Affidavit

I
(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 (i) (ii) (iii) (iii) (iv) (v)
(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.
Place

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