



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT FOR

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML

Tender No. RSMM/PHOS/LAB/AAS/2025-26/62

Dated: 23-05-2025

Issued by

Senior Manager (Laboratory)

SBU & PC-Rock Phosphate, Jhamarkotra Mines

**Cost of Non Transferable Tender : Rs 590/-
Document (Including GST)**

Date of downloading of Tender : From 23 -05-2025 to 18-06-2025 up to 1.00 pm

**Place of Submission of Tender Document : Office of Manager (F&A), Marketing,
Corporate Office, 4 Meera Marg, Udaipur**

Last Date of Submission of Tender : 18-06-2025 up to 3.00 pm

**Place of Opening of Tender : Office of Manager (F&A), Marketing, Corporate
Office, 4 Meera Marg, Udaipur**

Date of Opening of Tender : 18-06-2025 at 3.30 pm

Registered Office:
C-89 Jan path Lal Kothi Scheme,
Jaipur -302 015
Phone:0141-2743734
Fax : 0141-2743735

Corporate Office:
4, Meera Marg,
Udaipur - 313 001
Phone : 0294-2428763-67,
Fax :0294- 2428770, 2428739

SBU & PC - Rock Phosphate,
Jhamarkotra Rock Phosphate
Mines, Post: Jhamarkotra -
313015, UDAIPUR
Phone: 0294-2342441-45
FAX: 0294-2342444

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC - Rock Phosphate, Jhamarkotra Mines

Email:- dineshsingh.rsmml@rajasthan.gov.in, Mob: 7073471755/ 9414155125

Ref. no :- RSMML/PHOS/LAB/AAS/2025-26/62

Dated: 23-05-2025

DETAILED NOTICE INVITING TENDER

Lowest quotations in Sealed tenders are invited for the following work for a period of two years from experienced agencies / service providers dealing in Atomic Absorption Spectrophotometer (AAS):-

Brief Description	Contract Period	Bid security / EMD (in Rs.)
Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML	02 years	Rs. 6800/-
Cost of tender document is Rs. 590/- inclusive of GST, payable by D.D. in favour of "RSMML Ltd, Udaipur"		
Period of downloading of tender documents	From <u>23-05-2024</u> to <u>18-06-2025</u> up to 3:00 pm.	
Last Date & Time of Submission of offer	Dated <u>18-06-2025</u> up to 3.00 pm	
Date of opening of Tender	Dated <u>18-06-2025</u> at 3.30 pm at C. O. Udaipur	

INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

- Tender should be submitted before due date & time at the office of Senior Manager (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001
- PRE-QUALIFICATION OF TENDERER:
 - The tenderer should have minimum annual turnover of Rs. 1.7 Lacs in last three financial years i.e. 2022-23, 2023-24 & 2024-25. Support documents shall be submitted.
 - Intending tenderer / bidder must have at least 3 years experience in similar work of AMC for Thermo fisher make AAS. Support documents in bidder's name shall be enclosed.
 - Bidder should not have been blacklisted in any Government organisation. An undertaking in this regard must be submitted. Submit Undertaking at Annexure-I on Non Judicial stamp paper
- Tenderers are required to submit their tenders in three separate sealed envelopes:
 - Envelope-1 "**Techno Commercial Bid**" which shall contain following:-
 - Requisite BID SECURITY and Tender document fee as per provisions mentioned in the tender document
 - Sealed & signed copy of tender document as a token of acceptance of its terms and conditions
 - Documents as desired in PQC, Copy of the PAN card & GST registration Certificate
 - Undertaking as per Annexure-I on Non Judicial stamp paper
 - Filled Form "A", Form "B", Form "C" & Undertaking at Annexure-I on Non Judicial stamp paper
 - In accordance to recent RTPP Rules, 2013, following annexure have been attached:- Annexure III, Annexure IV, Annexure V & Form No. 1
 - Envelope-2 "**Price Bid**" which contains price proforma as per Annexure -II
 - Envelope-3 containing **Envelope-1** and **Envelope-2**. Envelope-3 shall be sealed and superscripted in bold letters with the **Tender No., Name of the tenderer, Due Date and "Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML"**
- Offer should be valid for a period of 6 months from the date of tender opening.

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML

5. RTPP Act, 2012 and RTPP Rules, 2013 shall be applicable along with its Amendments/Clarifications issued by GoR from time to time
6. **EARNEST MONEY DEPOSIT/BID SECURITY (EMD):** An earnest money deposit of Rs. 6800/- (Rupees Six Thousand Eight Hundred only) in the form of demand draft drawn in favour of RSMML, Udaipur / Jhamarkotra, shall be submitted along with the bid, failing which the bid shall not be considered valid. EMD of successful bidder will either be adjusted against SD or refunded after submission of SD. EMD of unsuccessful bidders will be refunded on award and acceptance of the contract by the successful bidder.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

Senior Manager (Laboratory)

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

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

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML

SECTION – I

DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 **“Contractor”** shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 **“Statutory obligations(s)”** would include the entire obligations which are to be complied with as per the provisions of various existing legislation's applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 **“Contract Rate” or “Schedule Rate” or “Tendered Rates” or “Rate of remuneration”** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 **“Engineer-in-Charge”** shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.10 **“Group General Manager or GGM”** shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.11 **“Agent”** shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.12 **“Mines Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.13 **“Letter of acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.14 **“Notice in writing or written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.15 **“Site”** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.16 **“Tender”** shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

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SECTION - II

Instructions to Tenderer & Terms and Conditions of the Contract

1. RSMML reserves the right to accept or reject any or all quotations without assigning any reasons.
2. The rates quoted by the tenderer shall remain "FIRM" during the validity of the offer and no change whatsoever will be considered. No tenderer shall be allowed to revise its original price.
3. The tender/offers shall not include any conditions whatsoever. In case, any conditions are included in the quotation the same may not be taken into consideration. Offer in such cases is liable to be rejected. Incomplete and unsigned quotations are liable to be rejected.
4. **INSURANCE:** Before commencement of the work the contractor shall ensure that service engineers attending the work at Jhamarkotra Mines, RSMML are covered by suitable insurance against any injury during execution of the contract. It is expressly understood that the risk, cost and consequences of the failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his/their account. RSMML will not have any responsibility or liability thereof.
5. **SITE VISIT**
 - a. Tenderer at his own responsibility, cost and risk, is encouraged to visit and examine the condition of existing AAS, site of work and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work. Cost of visiting the site shall be at Tenderer's own expense.
 - b. It shall be deemed that the Tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto, whether he actually visits the site or not before submitting the bid.
6. **PERIOD OF CONTRACT:** The contract period is 24 (Twenty-Four) months from the date of issue of Work Order. **However it may be extended on same rates, terms & conditions on mutual consent for one more year.**
7. **SECURITY DEPOSIT:**
 - a. The successful bidder / tenderer shall furnish **Security Deposit** equal to 10% of the accepted total Contract value through account payee Demand Draft in favour of RSMM Ltd. payable at Udaipur/Jhamarkotra within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract.
 - b. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
 - c. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
 - d. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

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- e. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient, the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered from the security deposit.
 - f. No interest is payable on Security Deposit Amount
8. **ADDITIONAL PERFORMANCE SECURITY.-**
- (1) In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
 - Explanation: For the purpose of this rule-
 - (i) Unbalanced Bid means any bid below more than fifteen percent to Estimated Bid value.
 - (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
 - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
 - (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.
- The Company may recover the same by way of additional deductions from the payment due to the contractor. No interest is payable on S.D. amount. RSMML reserves the rights to accept or reject any or all LE offers as a whole / or in part, without assigning any reason.**
9. **EVALUATION OF TECHNO-COMMERCIAL BID** The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- i. If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
 - ii. The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
 - iii. Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.
10. **DETERMINATION OF LOWEST BIDDER:**
- a. The price bids of the techno-commercially acceptable tenderers will be evaluated. The bidder with the lowest offered total amount (excluding GST) in price bid for the tendered work shall be considered as L-1 bidder.

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

11. **NEGOTIATIONS**

- a. Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- b. 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.
- c. 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.
- d. 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

12. **PAYMENT TERMS AND CONDITIONS:**

The contractor shall raise bills on Quarterly basis in triplicate to the Engineer In charge. Payment shall be released within 30 days of receipt of bills duly verified by Engineer In charge. The rates as accepted by the Company shall only be considered for billing purpose. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time. **Taxes and duties will be charged on actual basis.**

- a. No payment in advance shall be considered.
- b. Payment will be made on Quarterly basis after satisfactory services certified by Engineer-in-charge. No extra charges will be paid for attending the complaint.
- c. The repair of equipment should be done as per schedule, failing which RSMML reserves the right to get any other authorized party to service the machine and the cost if any in such cases will be recovered from the payable amount or from the EMD/ Security deposit of the bidder.
- d. The rate shall remain firm during the contract period and no escalation is payable on any account. No extra/separate payment or charges shall be paid on account of any reason.
- e. Amount payable/ recoverable for any subsequent change in the duties, taxes, and other levies payable by the contractor under the contract will be made to/from the contractor after departmental verification of such changes of tax law issued by statutory authority. **Taxes and duties will be charged on actual basis.**

13. **Time Schedule for work & Penalty:** The maintenance services shall be provided from 08:30 AM to 04:00 PM on working days i.e. (Tuesday to Sunday). In case of any breakdown complaints, the job is to be carried out within 5 (Five) working days from the date of intimation. Failing this may attract a penalty of Rs. 500/- per day subject to the maximum of 10% of the total contract value and may be deducted from

- AMC bill. Also, RSMML reserves the right to get the work done from other service agencies and recover the cost from your servicing charges.
14. **LEGAL & STATUTORY OBLIGATIONS:** The contractor shall perform the work in accordance with all applicable Acts, Mines Act/Rules, statutory rules and regulations now in force or enforced subsequently.
 15. **TERMINATION OF CONTRACT**
 - a. In case services are found to be unsatisfactory or in case of breach of contract the contract may be terminated after giving due notice. In such an event SD may be forfeited.
 - b. In case RSMML decides to terminate the contract, 10 days notice for the same will be given to the agency.
 - c. RSMML reserve right to terminate/ cancel the Notification of award/ Letter of Intent/ Work order at any time for any reason without any liability on RSMML
 16. **DISPUTES & JURISDICTIONS:**
 - a. The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Company shall be final and binding.
 - b. No courts other than the courts located at Udaipur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
 - c. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.
 17. **EXCEPTIONS & DEVIATIONS:** In case of any deviation of the above tender conditions, a separate deviation statement be prepared and enclosed with Technical Bid of the offer.
 18. **FORCE MAJEURE:** Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety , other Statutory Authority, Civil Commotion, Fire accidents, epidemics, war, acts of God or because of any law, order,
 19. **RISK AND COST** In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.
 20. **CONTRACT AGREEMENT:**

The contractor shall execute a contract agreement within a period of 15 days of issuance of work order on a Non-judicial Stamp Paper of appropriate value (to be borne by the contractor) towards this work and to safeguard RSMML property.

SECTION - III

SCOPE OF WORK

Scope of work includes "Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML".

SCOPE OF WORK / TERMS & CONDITIONS:-

1. Scope of work shall include replacement of spares parts, cost of service, cleaning & repair of the Complete AAS, Air Compressor & UPS.

Note: IT related accessories e.g. CPU, Monitor etc. are not covered under CAMC.

2. Servicing & Repair includes viz.
 - (A) Electrical and optical parts repair
 - (B) Cleaning of instruments and its various parts. Complete cleaning of the main parts of the instrument / equipment, including maintenance of ups, compressor, CPU, Monitor etc.
 - (C) Making all essential adjustments, inclusive of repairs and replacement of all parts of AAS and accessories / peripherals.
 - (D) Inspection, repair and servicing of the instruments as per manual.
 - (E) Cleaning and alignment of the optics., Cleaning, inspection, cleaning of burners, nebulizer and drain system., Cleaning, inspection and repair of compressor system.
 - (F) Inspection and repair of electrical parts, Inspection and repair of system, Inspection and repair of Software.
 - (G) Instrument sensitivity check, Calibration of various modules.
 - (H) Any other work required for proper functioning of AAS, Air Compressor and UPS.
3. The service provider firm should provide up gradation of software if required during AMC.
4. **Number of visits:** Total nos. of preventive maintenance visits will be 02 (Two) and all break down visits shall be covered under this contract.
5. Keeping record of Service Reports for servicing / repairing job done duly countersigned by RSMML official.
6. No additional price will be paid for replacement of faulty parts of AAS i.e. all the spare parts are included in CAMC. **e.g.** Gas Box, E-Box, deuterium lamp, SS Regulator, Grating, Photo Multiplier Tube (PMT), Double Beam optics, Self calibrating Ebert Monochromator, Atomizers of Flame, Nebulizer, All type of Burner, Spray Chamber, Lamp-Turret, Detector, Optical system (Monochromator etc.), Air compressor, software, All electronic modules / PCB's / Card, Fume exhaust system all tubing, its accessories etc.

NOTE: Hollow Cathode lamp & UPS Batteries are excluded and not covered under CAMC

7. During the continuance of AMC, if RSMML cancels the contract, then payment, will be made on pro-rata-basis for the works carried out.
8. Boarding, Lodging & Local Conveyance of contractor personnel during visit shall have to be arranged by the contractor at his own cost.

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD. UDAIPUR
(A Government of Rajasthan Enterprise)

FORM "A"

Name of work: "Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML"

NIT No. : RSMM/PHOS/LAB/AAS/2025-26/62

Dated: 23-05-2025

GENERAL INFORMATION ABOUT THE TENDERER

1.	Name & full address of the tenderer	
2.	Name of the Authorized contact person	
3	Mobile Number	
4	Email id	
5	PAN No,	
6	GST Registration No.	
7	Bank details 1. Bank Name 2. Branch Number 3. Branch Address 4. Complete Bank Account No. 5. Type of A/c: Saving/Current/CC/any other 6. IFSC/NEFT Code of Branch	

Declaration: I/We hereby undertake that all terms and condition as mentioned in the tender document are acceptable to me/us and have been sealed and signed by me/us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Signature of tenderer with office seal
(Indicate capacity of the tenderer)

Place

Proprietor/Partner/Manager/Director

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PART – I (Technical Bid)**FORM “B”**

Name of work: “Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML”

NIT No. : RSM/PHOS/LAB/AAS/2025-26/62**Dated: 23-05-2025****1. Pre-qualifying criteria – (Turnover :)**

Year	Turnover
2022-23	
2023-24	
2024-25	

2. Pre-qualifying criteria – (Experience :)**DETAILS OF EXPERIENCE OF THE TENDERER**

Description of Similar works	Quantum of Work	Period of work	Gross Value (in Rupees)	Name of company worked with

3. Pre-qualifying criteria – Bidders should not have been black listed in any Government Organisation. An under taking in this regard must be submitted. (Attached Annexure III UNDERTAKING)

Name & Signature of Tenderer
with seal

(Signature of the Tenderer with Seal)

Note: Please attach documentary evidence in support of above details.

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EXCEPTIONS AND DEVIATION*(On the letter head of the tenderer firm)*

Name of work: "Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML"

NIT No. : RSMM/PHOS/LAB/AAS/2025-26/62**Dated: 23-05-2025**

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

I/We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid".

If any such additional condition and/ or deviation is found in the "Price Bid", then same may be ignored and treated as withdrawn from our side.

Signature with name & seal

Date

Place

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML

UNDERTAKING**(To be typed on Non Judicial stamp paper of appropriate value)**

Name of work: "Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML"

NIT No. : RSMML/PHOS/LAB/AAS/2025-26/62**Dated: 23-05-2025**

Name of Tenderer
 I.....S/o Shri.....aged..... Years, resident
 of.....on behalf of the tenderer i.e.
 M/s.....hereby undertake oath and state as
 under:-

1. I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
2. I/We have not been banned /suspended /black listed by RSMML or any government organisation/department.
3. I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
4. I/We declare that price bid is in prescribed Performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
5. That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
6. I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
7. I/We do hereby declare that I/we are not close relative of any employee of the company (close relative means Father, mother, Brother, sister, son, daughter and spouse) nor any such close relatives are associated with our firm as proprietor/partner/share holder/member/ directors.
8. I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
9. I/ we hereby declare 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 filled by us.

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML

FINANCIAL BID

Charges for **Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML** for period of two years.

S. No.	Description	Unit	Total Qty Installed	Total Price in Rupees for two years	
				In Figures	In words
1.	Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make (AAS) Atomic Absorption Spectrophotometer (Type - iCE3300 FL AA, Product No.: 942350033301, S. No.: AA01171209, HSN: 998719), installed at Central Laboratory, Jhamarkotra Mines, RSMML	Nos.	01		
2	GST				
TOTAL					

Signature of the tenderer with seal

Note:-

1. The rates shall be Inclusive of all the expenses, taxes, duties & levies except GST.
2. Taxes and duties will be charged on actual basis.
3. Payment will be made on Quarterly basis after satisfactory services certified by the Engineer In charge.
4. Rates must be entered in figures and words.
5. In case of difference between quoted rates in words and figures, the lower of the two shall be considered.
6. The agreed price shall firm / fixed and in force till the entire period of the contract.
7. No overwriting shall be entertained. In case of overwriting, it should be made legible and signed by the bidder.
8. Rates are for Scope of work mentioned at Section - III

Signature of the tenderer with seal

Onsite Comprehensive Annual Maintenance Contract for Thermo Fisher Scientific make Atomic Absorption Spectrophotometer installed at Central Laboratory, Jhamarkotra Mines, RSMML

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

- 1. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
- 2. have controlling partners/shareholders in common; or
- 3. receive or have received any direct or indirect subsidy from any of them; or
- 4. have the same legal representative for purposes of the Bid; or
- 5. 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
- 6. 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
- 7. 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
- 8. 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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Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to For procurement of
..... in response to their Notice Inviting Bids No.
..... Dated I/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 of 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;

Signature of bidder

Name:

Date

Place

Designation:

Address:

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The designation and address of the First Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
Jaipur

(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 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 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 second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from

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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:-

- i. determination of need of procumbent;
- ii. provisions limiting participation of Bidders in the bid process;
- iii. the decision of whether or not to enter into negotiations;
- iv. cancellation of a procurement process;
- v. 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 along with 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 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 banker's cheque of 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 document, 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. Particular 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 (enclosed 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

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