



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office

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Jaipur (Rajasthan)India

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CIN No.: U14109RJ1949SGC000505

Corporate Office

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Udaipur – 313 001

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PAN No : AAACR7857H

GSTIN No. 08AAACR7857 H1Z0

PURCHASE ENQUIRY

PE NO: RSMM/CO/MM/PE – 03/2019-20

Dated: 26.07.2019

M/s

Dear Sirs,

Sealed Tenders in two parts i.e. Part – I Techno Commercial Bid and Part – II Price Bid are invited in separate sealed envelopes for Supply of Canon Toner Cartridges 925 for Canon Image Class 3010 MFP Printers at our Corporate Office, Udaipur & at our SBU-PC(RP), Jhamarkotra on terms and Conditions annexed herewith.

The envelope containing the offer should be marked PE No. RSMM/CO/ MM/ PE-03/19-20 dated 26.07.2019 and addressed to GGM (MM), Rajasthan State Mines & Minerals Ltd. 4 Meera Marg, Udaipur –313 001 and should reach him on or before 05.08.2019 **upto 6.00 p.m.** The tender will be opened on 06.08.2019 at 3.30 p.m. in the presence of the tenderers who may like to be present. Telegraph, e-mail and fax offers shall not be accepted.

Tender must be accompanied with Bid Security of **Rs.1980/- (Rupees One Thousand & Nine Hundred & Eighty only)** in the form of DD/PO/BC/ BG in favour of Rajasthan State Mines & Minerals Limited, payable at Udaipur. Tender without Bid Security may be treated as invalid. The Company reserves the right to reject any or all tender(s) without assigning any reason, whatsoever.

For RAJASTHAN STATE MINES & MINEALS LIMITED,

(B.S. Gupta)
GGM (MM)

The tender document consists of following:

| | |
|---------------|---|
| Section-I | General Instruction for preparation & submission of tender. |
| Annexure- I | General profile of tenderer. |
| Annexure- II | Undertaking towards non suspension/non- banning/ No condition mentioned in Price Bid/ GST |
| Annexure- III | Undertaking towards acceptance of specifications, all terms & conditions of tender & no condition is mentioned in Price bid |
| Annexure- IV | Details of taxes & duties offered in Price bid |
| Annexure- V | Check list to technical specifications. |
| Annexure-VI | Price bid |
| Annexure-VII | B.G. Format 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. |

SEC-I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER AND GENERAL TERMS & CONDITIONS:

1.0 Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super scribed tender no. as mentioned above.

- i) **Sealed Envelop No. 1:-** This envelop should contain DD/PO/BC/BG towards requisite Bid Security as per provisions mentioned in the tender document. The envelop should be super scribed Bid Security towards tender No. (as mentioned above).
- ii) **Sealed Envelop No. 2 :** This envelop should contain Part –I: Techno-Commercial BID alongwith all supporting documents (except the Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part –I of PE No (as mentioned above).

The tenderer / bidder should give a declaration with Part – 1 of the offer that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be treated as non responsive.

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID) : This envelop should

contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of PE No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.

- iv) **Sealed Envelop No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on PE No (as mentioned above) and the details of above mentioned three envelops.

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

2.0 DELIVERY OF TENDER:

The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the last date of submission / opening of tender happen to be a holiday, then tenders shall be submitted/ opened on the next day upto/ at prescribed time.

Late Tender: The tender received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.

RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

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

- 2.2** Tenders other than on the prescribed lines, form and pattern described herein are liable to be ignored as it could make comparison erroneous.

- 2.3** Printed conditions on the back of letters originating from Tenderer will be ignored.

- 3.0 EXCEPTION & DEVIATION:** Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in **Annexure - III** and furnished alongwith part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" are liable to be ignored.

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

4.0 TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART – I (TECHNO COMMERCIAL OFFER):

- i) Demand Draft of Bid Security in the manner specified in tender as per clause no. .0 (Section-I)
- ii) Duly filled, sealed & signed annexure I to V & Annexure A to D with part-I of the tender & annexure VI (Price Bid) in separate envelope.
- (vi) Any other relevant document, in support of terms & conditions of tender.

Note: Each & every page of tender document, Annexure & documents furnished along with part I & Part II should be sealed & signed by the authorized person of the tenderer.

5.0 BEFORE SUBMITTING TENDER:

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

6.0 AUTHORITY TO SIGN TENDER:

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

7.0 OPENING OF TENDERS:

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

8.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **two months** from the date of opening of tender within which period the tenderer shall have no right to withdraw amend, cancel or modify his offer. The validity period may be extended further if required by mutual consent from time to time.

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

9.0 BID SECURITY :

- a) The tenderer shall deposit (interest free) a sum of **Rs. 1980/- (One Thousand Nine Hundred & Eighty only)** as Bid Security alongwith the tender by Demand Draft/PO/BG. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/BG will not be accepted.
- b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then

only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.

c) **The BID SECURITY shall be forfeited in case of:**

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

10.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (Except State Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/PO. The Bank Guarantee should be valid for a period of 9 months.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un- satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are granted by RSMML.

- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.
- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.
- viii) S.D. should be send to the office of GGM (MM), CO.

11.0 COMPENSATION FOR DELAYED DELIVERY:

In the event the supplier fails to deliver the stores within the delivery date as given in the LOA/PO or the store are rejected, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of undelivered store,
 - b) either to purchase from elsewhere, without notice to the supplier at his risk and cost
- OR
- c) to cancel the contract.

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

12.0 TERMINATION :

1. 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 supplier, 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 supplier of the liabilities accruing till the date of such termination.
2. The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
3. 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 supplier at their last notified address. In such an event the supplier 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.

13.0 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.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B. S. Gupta)
GGM (MM)

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

Signature with Office Seal of the tenderer.

Place & date:

SECTION –II : SPECIAL CONCIDITIONS OF CONTRACT:

2.1 SPECIFICATION & SCOPE OF WORK:

Supply of Canon Toner Cartridges 925 for Canon Image Class 3010 MFP Printers at our Corporate Office, Udaipur & at our SBU-PC(RP), Jhamarkotra ' The tenderer is requested to confirm/give the technical specification of item in annexure-VI.

| S.N. | Description | Qty. for SBU-PC(RP), JKT | Qty. for CO. |
|------|---|--------------------------|--------------|
| 1. | Canon Toner Cartridges 925 Black for Canon Image Class 3010 Printer | 25 Nos. | 05 Nos. |

2.2 DELIVERY PERIOD & DELIVERY BASIS:

The tenderer should offer the earliest possible delivery period for supply of stores at the Consignee's end. Terms of delivery shall be on the f.o.r. destination basis.

2.3 GUARANTEE/WARRANTY:

Tenderer will supply only genuine Canon make Cartridges.Toner cartridge shall be guaranteed against all manufacturing defects and defective cartridge shall be replaced free of cost by tenderer at his cost and risk as per the policy of Canon OEM.

2.4 RATES:

- i. The tenderer is to offer rates as per Annexure- VI annexed hereto for "Price Bid". The same is to be given in a separate envelope.
- ii. The quoted price will be firm & fixed till complete execution of the contract. The price must be net and must include transportation, insurance & any other delivery charges. Price should be on f.o.r. destination basis at our CO. Udaipur & SBU-PC(RP), Jhamarkotra Mines, Udaipur.
- iii. Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
- iv. The charges towards duties, taxes, levies or any other charges as applicable for the supply of Cartridge must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.
- v. The prices quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.
- vi. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The

contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.

- vii. In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier is liable to pay all such dues to the company, failing which RSMML is free to deduct /recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security Deposit, as the case may be.
- viii. The contractor shall submit an undertaking with bills bearing GSTIN and HSN/SAC Code that " total GST has been deposited and returns have been filed for relevant tax period."
- ix) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

2.5 PRICE VARIATION:

- i) The price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are directly reflected on tenderers invoice as offered by the tenderer in their price bid will be considered on production of documentary proof provided that the variation take place within the scheduled delivery period.
- ii) Save and except as aforesaid, the supplier 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.

2.6 TAXES, DUTIES & LEVIES :

The rate of GST (CGST/SGST/IGST) as applicable should be specified by the tenderer. Wherever concessions, if any, are available they should also be indicated;

Any other statutory duty, levy, taxes, if applicable should be indicated. In case the tenderer is availing any incentive should mention in the tender.

In the absence of clear stipulations as stated above, it will be understood that except the quoted price all levies/duties are to the account of tenderer.

2.7 INSPECTION : at the Consignee's end and the Consignee's is:

For SBU -PC(RP), Jhamarkotra

Head & In-charge, SBU-PC (RP)
Or his authorised representative
RSMM Ltd., Jhamarkotra Mines,
Via & distt. Udaipur.

For Corporate Office, Udaipur

Sr. Manager(Administration)
Or his authorised representative
RSMM Ltd. 4, Meera Marg,
Udaipur -313001.

2.8 DETERMINATION OF LOWEST BIDDER:

- a. The lowest tenderer shall be determined on the basis of lowest total landed cost offered inclusive of all taxes, duties, transportation, insurance, installation/commissioning charges and any other delivery charges upto destination except GST. The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered store will be given while calculating the landed cost.
- b. **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.
- c. 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.

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

If at any time before the commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the contractor and the contractor shall not be entitled to 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.

2.10 TERMS OF PAYMENT & PAYING AUTHORITY :

- (i) **100%** payment within **30 days** of Supply of stores at site.
- (ii) **Billing and Paying Authority :** The bill (in triplicate) alongwith the

supporting documents duly verified by the consignee as to Delivery & Installation will be submitted to the Office of GGM(MM) for payment purpose. The payment disbursing authority is: The Financial Advisor, Rajasthan State Mines & Minerals Ltd., 4, Meera Marg, Udaipur-313001.

(iii) Payments will be made through RTGS.

2.11 RSMML RIGHTS: The Company reserves the right:

- i) to reject any or all the tenders received.
- ii) not to accept the tender based on technical scrutiny.
- iii) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- iv) to increase/decrease the quantity.

The decision of the Company any of above regard shall be final and binding on the tenderer and no claim shall be entertained in any respects.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
GGM (MM)

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

Signature with Office Seal of the tenderer.

Place :

Date:

ANNEXURE -"I"**PE.NO: RSMM/CO/MM/PE-03/2019-20 Dtd 26.07.2019 FOR SUPPLY OF
CANON TONER CARTRIDGES 925 BLACK FOR CANON IMAGE CLASS PRINTER
3010****GENERAL PROFILE OF TENDERER**

| | | | | |
|----|--|---------|---------|---------|
| 1 | Name & address of the tenderer Telephone No. Fax No. e-mail address etc. | | | |
| 2 | Date of establishment. | | | |
| 3 | Whether Proprietor/Partnership/ Company (Enclose copy of document) | | | |
| 4 | Name of owner/partners Directors with full address. | | | |
| 5 | Annual turnovers in rupees for last three years. | 2018-19 | 2017-18 | 2016-17 |
| 6 | PAN No. | | | |
| 7 | GSTIN No. | | | |
| 8 | HSN Code of Product | | | |
| 9 | Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium) | | | |
| 10 | Banker details: a) Name b) Branch No. c) Address | | | |
| 11 | Bank Account No. | | | |
| 12 | Type of A/c : Saving / Current/CC/ any other | | | |
| 13 | IFSC code | | | |
| 14 | Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, GST, if any | | | |
| 15 | Any other important information related to the tender requirement. | | | |
| 16 | Delivery period for supply of offered Canon Cartridge | | | |
| 17 | Any other details. | | | |

Signature of tenderer with official stamp

Date & Place:

**PE.NO: RSMM/CO/MM/PE-03/2019-20 Dtd 26.07.2019 FOR SUPPLY OF
CANON TONER CARTRIDGES 925 BLACK FOR CANON IMAGE CLASS PRINTER
3010**

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

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

Name of the Tenderer: _____

1. We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
2. We have not mentioned any condition in the Price bid.
3. 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 filed by us.'

Signature of Tenderer with official stamp

Place:

Date:

ANNEXURE - "III"

**PE.NO: RSMM/CO/MM/PE-03/2019-20 Dtd 26.07.2019 FOR SUPPLY OF
CANON TONER CARTRIDGES 925 BLACK FOR CANON IMAGE CLASS PRINTER
3010**

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF
TENDER AND NO CONDITION MENTIONED IN PRICE BID**

Name of Tenderer_____

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

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

| SN | Tender Clause no. | Requirement as per tender clause | Offered condition/ Deviation |
|----|-------------------|----------------------------------|------------------------------|
| | | | |

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of tenderer with official stamp

Date:

Place:

ANNEXURE - "IV"

**PE.NO: RSMM/CO/MM/PE-03/2019-20 Dtd 26.07.2019 FOR SUPPLY OF
CANON TONER CARTRIDGES 925 BLACK FOR CANON IMAGE CLASS PRINTER
3010**

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

HSN Code of Product_____

| Particulars | % Rate considered in price bid |
|---|--------------------------------|
| CGST on offered product | @.....% |
| SGST on offered product | @.....% |
| IGST on offered product | @.....% |
| Details of Exemption on Duties & Taxes, if any. | |

Signature of tenderer with official stamp

Date:

Place:

ANNEXURE - "V"

**PE.NO: RSMM/CO/MM/PE-03/2019-20 Dtd 26.07.2019 FOR SUPPLY OF
CANON TONER CARTRIDGES 925 BLACK FOR CANON IMAGE CLASS PRINTER
3010**

CHECK LIST TO SPECIFICATIONS

| S.N. | Material Name | Qty. for JKT | Qty. for JKT CO. | Part No. of offered Cartridge | Whether toner cartridge is offered in single packing or duel packing(pack of two) | Agreed/ Deviation, if any. |
|------|---|--------------------|---------------------|-------------------------------------|--|----------------------------------|
| 1 | Canon Toner Cartridge 925 Black for Canon Image Class 3010 Printer | 25 Nos. | 05 Nos. | | | |

Signature of Tenderer with official stamps

Date & place

**PE.NO: RSMM/CO/MM/PE-03/2019-20 Dtd 26.07.2019 FOR SUPPLY OF CANON TONER CARTRIDGES 925 BLACK FOR
CANON IMAGE CLASS PRINTER 3010**

Price Part (Part-II)

(To be submitted in separate sealed envelope)

| Description | Unit | Basic price per unit (Rs) | Packing, forwarding, freight, Insurance & any other delivery charge up to destination per unit | IGST@..... Per unit | SGST @_____ per unit | CGST @.....per unit | Total f.o.r. destination price at CO, Udaipur/SBU(RP), Jhamarkotra (per unit) as per column b |
|---|--|---------------------------|--|---------------------|----------------------|---------------------|--|
| a | b | c | d | e | f | g | h |
| Supply of Canon Toner Cartridges 925 for Canon Image Class 3010 Printer | In Rs. per No. for single packing | | | | | | |
| | In Rs. per duel packing (pack of 2 nos.) | | | | | | |

Note:

- i) Please quote the duties and taxes as per applicable rate (on the date of opening of Part-I of the offer) & mention herein above.
- ii) Price will remain firm and fixed during the period of contract. Escalation/de-escalation will be provided/passed on to RSMML, as the case may be in respect of Statutory Duties and Taxes subject to production of documentary proof.
- iii) If any particular item is not applicable, please write "Not Applicable".

Signature of Tenderer with official stamps

Date & place

ANNEXURE- "VII"

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G. _____ Dated _____

Contact details of Banker:

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

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, 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 equivalent to _____% of Contract value of Rs. _____.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC holder to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the

Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

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

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

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in

any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee exclusive Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation)_____(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____2019.

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

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

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

Annexure B: Declaration by the Bidder regarding qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

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.

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

Appeal No..... of

Before the(First /Second Appellate
Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order
appealed against and name and
designation of the
officer/authority who passed the
order (enclose copy), or a
statement of a decision, action or
omission of the Procuring Entity in
contravention to the provisions of
the Act by which the appellant is
aggrieved:

4. If the Appellant proposes to be
represented by a representative,
the name and postal address of
the representative :

5. Number of affidavits and
documents enclosed with the
appeal :

6. Ground of appeal

.....

.....(Supported

by an affidavit)

7. Prayer:.....

.....

Place :

Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% 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.