



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Strategic Business Unit & Profit Center-LIMESTONE

8, West Patel Nagar, Circuit House Road, Jodhpur – 342 011

Phone : 0291 2511031 / 2516199 Fax : 0291 2511029

E-mail: rsmmjodhpur@rsmm.com; peen_10@yahoo.co.in

NIT No: - RSMM/SBU-PC-LS/GGM-LS/Cont-02/2019-20 DATED: 23.05.19

NOTICE INVITING TENDER

Sealed tenders (in two parts) are invited from manufacturer/authorized dealers/established suppliers for supply of Automatic Microprocessor base digital Bomb Calorimeter with software and auto gas filling device for our Laboratory at Jodhpur.

Description	Earnest Money Deposit (In Rs.)	Cost of Tender document (In Rs.)
Automatic Microprocessor base digital Bomb Calorimeter with software and auto gas filling device for our Laboratory at Jodhpur.	8,000/- DD in favour of RSMML payable at Jodhpur.	590/- Cash or DD in favour of RSMML payable at Jodhpur.
Period & Place of sale of tender documents: Head & Incharge, RSMML, Jodhpur office or download from website www.rsmm.com ; http://sppp.rajasthan.gov.in	From 23.05.2019 to 12.06.2019 up to 1.00 P. M.	
Last Date & Time of Submission of offer	Dt. 12.06.2019 up to 3:00 pm, at Jodhpur office	
Opening of Price Bid Offer	Dt.13.06.2019 at 3:30 pm, at Jodhpur office.	

The tenderer /bidder who has earlier been Suspended or banned by the company shall not eligible to participate in this tender during the currency of suspension /ban period. Other detailed terms and conditions are elaborated in the tender document for which please visit us to our web site www.rsmm.com or <http://sppp.rajasthan.gov.in> or contact Sr. Manager (LAB) at above address. Keep visiting above website till last date for update information, if any.

Group General Manager (LS)



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TENDER SCHEDULE FOR THE SUPPLY OF MICROPROCESSOR BASED DIGITAL BOMB CALORIMETER WITH SOFTWARE	
NIT NO.	RSMML/SBU-PC-LS/GGM-LS/Cont-02/2019-20 DTD 23.05.2019
Type of Tender	Open tender
Place of Sale	Office of Head & Incharge, RSMML, Jodhpur
Date of Sale of Tender Documents	From 23.05.2019 to 12.06.2019 up to 1.00 P. M.
Last Date of Receipt of Tender	Dt. 12.06.2019 up to 3:00 pm, at Jodhpur office
Due Date of Opening-	Dt.13.06.2019 at 3:30 pm, at Jodhpur office.
Place of Opening	Office of GGM (Limestone)), RSMML, Jodhpur
Cost of Non Transferable Tender Document	Rs. 590/- (Inclusive GST)

Lowest Bids are invited from manufacturer/authorized dealers/established suppliers for **MICROPROCESSOR BASED DIGITAL BOMB CALORIMETER WITH SOFTWARE, TO OUR JODHPUR Laboratory** in two parts as under:-

- Sealed Envelope Part –I should contain Techno- Commercial Offer along with technical leaflet, brochure, if any etc. and EMD of Rs. 8,000/- in form of bank DD drawn in favor of RSMML payable at Jodhpur. Offers without EMD will not be considered.
- Sealed Envelope Part-II should contain Price Bid (No condition other than Basic Price, taxes, if any to be mentioned in the Price Bid)
- Both of the above sealed envelopes should be closed in sufficiently large envelop super scribing with above tender reference nos. due date & time of opening should be addressed to Sr. Manager (LAb) on the above address. The quotation should reach this office on or before the due date and time. The quotations shall be opened on above mentioned due date and time in the presence of the Tenderer or their authorized representative, who may choose to be present.
- The tenderer/bidder that have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period.

S. No.	Item	Details of Item	Description/Specification of Item required		Quantity in UNIT
			Specification		
1	MICROPROCESSOR BASED DIGITAL BOMB CALORIMETER WITH SOFTWARE	<ul style="list-style-type: none">• Microprocessor base digital Temperature /firing unit.• Complete set of Bomb Calorimeter parts.• Window base software• Necessary spare parts Kit;• Pantium IV (Lenova/HP) PC and Laser black Printer	Temperature Resolution	(±) 0.001°C	1 (One)
			Memory Storage	100 Data	
			Feeding of Calorific value of ignition wire & cotton thread	Auto	
			Firing in the Bomb	Auto	
			Detection of maximum rise of temp.	Auto	
			Calculation of	Auto	

		(Optional) • Auto gas Filling Device with Spares.	water equivalent/ calorific value	
			Duty Cycle	3 experiment in 1 hr.
			Delivery of results data in report form.	Auto
			Oxygen Filling	Auto
			Soft Touch Key Pad	
			Water Jacket	Filled With highly Insulated Material

Conditions of Offer:

- 1 Offer should be as per 'Instructions' mentioned overleaf.
- 2 Offer should be valid for a period of 4 months from the date of tender opening.
- 3 The bidder shall provide warranty of one year for above said bomb calorimeter, during warranty period any defect should be rectified by bidder without any additional cost.

Group General Manager (Limestone)

1. This is an enquiry and must not be treated as an order.
2. Quotations are called in accordance with the descriptions & specification & the quotation so submitted shall be deemed to be an acknowledgement by the seller that he fully understands the details thereof.
3. No quotation will be considered which is received after the due date & time of opening of the quotations. In exceptional case a delayed quotation may be considered at the discretion of the buyer.
4. All entries in the quotations should either be typed or written legibly in ink without any ambiguity and should be free from corrections, overwriting and erasing.
5. The purchasing of above items shall be based on quality parameters.
6. The date of delivery prescribed shall be deemed to be the essence of the contract.
7. The prices quoted by the seller shall in no case exceed the controlled price permissible under law, if any fixed by the Government nor the prices charged for the stores supplied under the offer by seller shall exceed the lowest price at which the seller to other person during the period of contract.
8. The buyer does not bind himself to accept the lowest quotations and reserves the right to accept a quotation in part or in full. Further, the buyer has the right to reject in part or full any or all quotations without assigning any reason.
9. The rates quoted should be on DESTINATION BASIS AT **OUR JODHPUR Laboratory, Jodhpur.** INCLUSIVE OF HANDLING, PACKING, FORWARDING, FREIGHT AND INSURANCE. In case of "ex-godown" or "F.O.R. Station of Dispatch" price and the above charges apart from the cost of materials should be shown separately.
10. The buyer's usual terms of payment are 100% payment within 30 days by RTGS to the bank details provided by Supplier after receipt of goods in satisfactory condition at site and its successful Installation with demonstration by the company's service engineer. Consideration of your quotation will, thereof depend on the terms of payment stipulated by you. If you do not agree with our terms of payment you may indicate your mode of payment.
11. The order placed as a result of the quotations shall be subject to the buyer's standard conditions of the contract. The main points are stipulated below:
 - a) The buyer shall mean Rajasthan State Mines & Minerals Limited; the seller shall mean the person with whom the buyer has placed the contract. The goods or stores or the material shall mean the subject matter of the contract.

- b) The tender should be accompanied with earnest money as stated in the front page of the enquiry or as may be specified separately by the buyer in the form of demand draft in favor of RSMM Ltd. payable of Jodhpur. In absence of earnest money the offer shall be rejected.
- c) The seller shall be required to furnish Security Deposit cum performance guarantee equal of 5% of the value of the contract in the form of BG within 21 days from the date of the contract, towards the proper fulfillment of the contract. The Security Deposit will be returned to the seller without interest on presentation of an absolute no demand certificate from the buyer on the satisfactory performance of the contract and completion of the contract in all respects. The said SD is valid for a period of one year from the date of successfully installation and testing of said Bomb Calorimeter.
- d) The prices quoted by the seller will remain firm during the validity of the offer and no increase whatsoever will be considered.
- e) Any goods shipped are found short or damage shall be replaced by the seller and the cost of such replacement including cost of delivery shall be borne by the seller.
- f) COMPENSATION FOR DELAYED DELIVERY: In case the seller fail to deliver the stores as per agreed specification in full/part within the delivery date the Company shall be entitled at its option either:
 - i. to recover from the contractor as agreed compensation @ $\frac{1}{2}$ % of the value of the undelivered stores, for each week or part thereof subject to a maximum of 5% of value of undelivered store.
 - OR
 - ii. to purchase from elsewhere, without notice to supplier at his risk and cost of full undelivered part, as the case may be.
 - OR
 - iii. to cancel the contract in full or for the undelivered portion and to purchase or authorize purchase at the risk and cost of the supplier.

In case of (ii & iii) above the company will be empowered to purchase stores which are readily available with alternative source to meet the requirements, irrespective of the fact whether these are similar or not.

- 12. Any course of action arising out of this contract will be subject to Jodhpur court's jurisdiction only.
- 13. Please specify make, brand and origin of quoted item clearly. "Genuine" is vague term.
- 14. The bidder should submit duly signed and sealed copy of above said NIT as the acceptance of all terms and condition of the NIT, along with techno commercial part.
- 15. The lowest bidder will be decided on the basis of minimum total landed cost for said Bomb Calorimeter offered by bidder in price bid Performa

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 behavior 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 contractor 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/contractor for the contract.

ANNEXURE-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted For procurement in response to Notice Inviting Bids 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;

Date

Place

Signature of bidder

Name:

Designation:

Address:

Annexure-C

The designation and address of the First Appellate Authority is –

**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 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 procumbent;
- (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 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.

Form No.1
(See rule 83)

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

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 subtotals, 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 prices 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 specified 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.

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, the 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.

PART-II (PRICE BID) for NIT No RSMM/SBU-PC-LS/GGM(LS)/Cont-02/2019-20 Dated 23.05.2019

SUB: FOR SUPPLY OF **MICROPROCESSOR BASED DIGITAL BOMB CALORIMETER WITH SOFTWARE**

Name of the bidder:

S. No	Particulars	Brand Name	Unit	Unit Rate (Rs.)	% GST	Freight & other Charges up to Jodhpur Office	Octoroi & Insurance	Any other charges, if any (pl specify)	Total Landed Cost at Jodhpur Office
1.	MICROPROCESSOR BASED DIGITAL BOMB CALORIMETER WITH SOFTWARE	<ul style="list-style-type: none"> • Microprocessor base digital Temperature /firing unit. • Complete set of Bomb Calorimeter parts. • Window base software • Necessary spare parts Kit; • Auto gas Filling Device with Spares. 	1						
		Pantium IV (Leno va/HP) PC and Laser black Printer (Optional)	1						

Note:

1. Please quote the duties and taxes as per applicable rate (on the date of opening of the Limited Tender).
2. Price shall remain firm and fixed during the period of contract.
3. 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.
4. If any particular item is not applicable, please write "Not applicable".
5. Please enclosed separate sheet in given format, if required.

Date & Place:

Signature of Tenderer with official stamps