



# **RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

SBU & PC - Limestone,

8, West Patel Nagar, Circuit House Road, Dist. Jodhpur (Rajasthan)

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Website: [www.rsmm.com](http://www.rsmm.com), e-mail: [skmeena.rsmdl@rajasthan.gov.in](mailto:skmeena.rsmdl@rajasthan.gov.in)

Tender Description	<b>FOR SUPPLY, INSTALLATION &amp; COMMISSIONING OF AIR CONDITIONING SYSTEM AT OUR SBU-PC (LS), JODHPUR</b>
Tender No. & Date	<b>RSMM/SBU-PC(LS)/GGM-LS/Cont.-09/2018-19 Dated 23.01.2019</b>
Type of Tender	<b>Two Bid System</b>
Place of Sale	<b>C.A.O., RSMML, Jodhpur</b>
Submission of Tender Document	<b>C.A.O., RSMML, Jodhpur</b>
Date of Sale of Tender Document	<b>23.01.2019 to 06.02.2019 up to 1:00 PM</b>
Last Date of Receipt of Tenders	<b>Up to 3:00 PM on 06.02.2019</b>
Due Date of Opening	<b>3:30 PM on 06.02.2019</b>
Place of Opening	<b>Office of GGM (LS), Jodhpur</b>
Cost of Non-Transferable Tender Documents	<b>Rs. 590/- (Inclusive GST)</b>

# RAJASTHAN STATE MINES AND MINERALS LIMITED

(A Government of Rajasthan Enterprise)  
SBU & PC-Limestone, Jodhpur

**NIT NO. RSMM/SBU-PC-LS/GGM (LS)/Cont- 09/2018-19, DATED 23.01.2019**

## NOTICE INVITING TENDER

Sealed tenders (in two parts) are invited only from reputed & established manufacturers or their authorized dealers/distributors for supply of following item at the office SBU&PC-Limestone, Jodhpur:-

S. No.	Description	Qty	EMD by DD	Cost of Tender Document
i	For Supply, Installation & Commissioning Of Air Conditioning System At Our Office of SBU-PC (Limestone), Jodhpur. Makes-As per Grp-1 of latest electrical BSR of PWD of GOR i.e. Daikin/O-General/Mitsubishi/Hitachi.	04 No. of 2.0 Tons and 02 No. of 1.5 Tons	Rs. 10,000	Rs.590/- DD in favour of RSMMML payable at Jodhpur
ii	<b>AMC Work</b> Annual maintenance Charges for 4 (Four) years after completion of warranty period of one year of complete system which includes all the items & works supplied/undertaken as per tender	01		
Period & Place of Sale of documents: From CAO, Jodhpur office or download from our website		From Dt 23.01.2019 to 06.02.2019 up to 1.00 pm, In case down loaded from website, tender fee to be deposited with the offer		
Last Date & Time of Submission of offer		Dt 06.02.2019 up to 3:00 pm, at Jodhpur office		
Opening of Techno-Commercial Offer (Part -I)		Dt.06.02.2019 at 3:30 pm, at Jodhpur office.		

For more details, visit us on website [www.rsmm.com](http://www.rsmm.com) / <http://sppp.rajasthan.gov.in> or contact Dy. Manager (P&A)/Dy. Manager (Mech.-MM) at the above address

Head (LS)

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

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SBU & PC-Limestone, Jodhpur

**RSMM TENDER DOCUMENTS CONSIST OF FOLLOWING:**

- Section-I : Instructions for preparation & submission of tender
- Section-II : Special conditions of Tender
- Annexure-I : Detail technical specifications
- Annexure-II : General Profile of the Tenderer
- Annexure-III : Registration details under Micro, Small & Medium Enterprises Development Act, 2006
- Annexure-IV : Exceptions & Deviation
- Annexure-V : Details of past Experience
- Annexure-VI : Drawings of Laboratory (Basement)
- Annexure-VII : Tentative measurement of proposed Area of Air Conditioning
- Annexure-VIII : Check list to tender terms
- Annexure-IX: Confirmation for Remittance of all payments through RTGS
- Annexure-X: Declaration that no condition is mentioned in price bid
- Annexure-XI: Undertaking that tenderer has not been debarred/ suspended by RSMML in past.
- Annexure-XII : Deceleration by Tenderer
- Annexure-XIII: Details of offered Commercial terms & conditions
- Annexure-XIV: Compliance with the code of Integrity and No conflict of Interest
- Annexure-XV: Declaration by the bidder regarding qualifications.
- Annexure-XVI: Grievance Redressal during Procurement Process
- Annexure-XVII : Additional Conditions of Contract
- Annexure-XVIII : Rate Schedule (Price Bid)

## **SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER**

1. One copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and should be furnished along-with part -1 of tender.
2. 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:
  - a. Sealed Envelope No. 1:- This envelop should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML or the copy of cash receipt (incase the tender document has been purchased from the office of CAO,Jodhpur and DD/PO towards requisite BID SECURITY as per provisions mentioned in the tender document. This sealed envelope should be subscribed Tender Document Fee & Bid Security of Tender No (as mentioned above).
  - b. Sealed Envelope No. 2 : This envelop should contain Part –I: Techno-Commercial BID along-with all supporting documents (except the tender document fee, BID SECURITY & Price Bid) as asked in the tender document. This sealed envelope should be Super scribed Part – I of tender No (as mentioned above).
  - c. Sealed Envelope 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 Tender No. (as mentioned above). No condition should be stipulated in this part, if mentioned any by tenderer, shall be ignored.
  - d. Sealed Envelope 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 Tender No (as mentioned above) and the details of above mentioned three envelops.
3. In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following Annexure are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these Annexure along-with Part–I of offer: -  
Annexure-XIV: Compliance with the Code of Integrity and No Conflict of Interest.  
Annexure-XV: Declaration by the Bidder regarding Qualifications.  
Annexure-XVI: Grievance Redressal during Procurement Process and Form No.1.  
Annexure-XVII: Additional Conditions of Contract.
4. The tenderer/bidder would give a declaration that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive
5. **SALE OF TENDER:** The tender document (non-transferable) can be obtained from the office of C.A.O., RSMML, Jodhpur on payment of applicable non-refundable tender fee of by Cash/Demand Draft/Pay-Order in favor of RSMML payable at Jodhpur. Alternately interested tenderer(s) may directly download the tender document from website [www.rsmm.com](http://www.rsmm.com)/[www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and furnish their

offer along with requisite tender document fee in a sealed envelope as prescribed at clause no. 2(a) of Section-I.

**6. SUBMISSION & OPENING OF TENDER:**

- a. The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer.
- b. Tender should be submitted before due date & time at the office of C.A.O., RSMML, Jodhpur.
- c. Place of opening of Tender: Part (I) of the tender would be opened on the due date & time at the Office of GGM (LS), SBU&PC-Limestone, Jodhpur and Part (II) i.e. price bids of the qualified bidders would be opened later which would be informed to qualified bidders separately.
- d. 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.

**7. 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 date of submission/opening of tender happens to be a holiday, than tenders shall be submitted/opened on the next full working day up to/at prescribed time.

- a. Delayed Tender: Tenders received after specified time & date of submission but before specified time & date of opening of part-I the tender will be treated as delayed tender.
- b. Late Tender: The tenders received after specified due date & time of opening of tender will be treated as late tender and will not be considered at all.
- c. RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

**8.** Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail /telegram will not be considered at all.

**9.** Tenders other than the prescribed form and pattern described herein are liable to be ignored as it makes comparison difficult. Fax/E-mail offers will not be considered.

**10.** Printed conditions on the back of letters originating from Tenderer will be ignored. If the tenderer desires to apply any condition to the tender the must be clearly brought out in the body of a covering letter accompanying the tender

**11. EXCEPTIONS & 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. In case it is absolutely unavoidable to deviate from tender conditions & if a 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-IV and should be furnished along with the offer, without making any corrections on the body of the tender document at their risk. In the absence of same, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

- a. Tenderer should mention the deviations, if any, at their own risk of

rejection of their offer.

b. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

**12.** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer. Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored.

**13. TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH TENDER:**

- i. One complete set of tender document, as duly filled and sealed & signed on each page by the tenderer as token of acceptance of scope of work, terms & conditions of tender.
- ii. Demand Draft of Earnest Money Deposit in the manner specified in tender as per clause no. 17.0 (Section-I)
- iii. Details in respect of satisfactorily supplying of similar nature of Stores in Preceding two years. Please enclose copies of Purchase Orders & performance certificate or any other authentic supporting documents, if any, as per format of Annexure-V
- iv. In case of authorized dealers, furnish valid Authorization/Accreditation certificate from the manufacturer for participating in the tender.
- v. PAN no. issued by the Income Tax Department.
- vi. The point wise detailed technical specification of the offered product as per annexure-I.
- vii. Duly filled Annexure I to XVIII along with the tender documents.
- viii. Any other relevant document, in support of eligibility criteria/ terms & conditions of tender.
- ix. Details commercial terms and conditions.

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

**14.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.

**15.SCHEDULE OF RATES:** Rate should be quoted in the Schedule of Rates/Price Bid as per Annexure - XVIII (appended hereto). The rate quoted should be both in figures and words. In case of any discrepancy between the figures and written words the lower of the two shall be taken as quoted rate. No conditions should be mentioned in the Price Bid Offer, in case, if any will be ignored.

**16.AUTHORITY TO SIGN TENDER:** The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer. The authorization letter should be enclosed.

**17.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.

**18.ACCEPTANCE OF OFFER:** RSMML reserves the right to reject any or all the

tenders received or accept a tender either for the total Scope of Work or part thereof or to divide the scope of work in more than one tenderers without assigning any reasons thereof and not to accept the lowest tender without assigning reason for not accepting the lowest tender and no claim shall be entertained in this respect.

**19.VALIDITY:** The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days from the date of opening of tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/ modification the earnest money deposited by the Tenderer, as per clause No. 17.0 hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time. In case, tenderer, after issuance of communication of acceptance of offer 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. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of EMD.

**20. BID Security / EARNEST MONEY DEPOSIT (EMD)**

- a. The tenderer shall deposit (interest free) a sum of Rs 10,000/- (Rupees Ten Thousand Only) as Earnest Money Deposit along with the tender by Demand Draft/PO. It should be in favour of RSMML payable at Jodhpur. Offers not accompanied with the requisite Earnest Money Deposit will not be considered. EMD in any manner other than DD/PO will not be accepted.
- b. The tenderer is to furnish the EMD as per clause 17.1. While opening of the tender, it shall be first ensured that EMD is furnished and in case the same is found as per tender requirement, then only the offer will be opened. The offer of the tenderer(s) who has not furnished EMD of requisite amount and in prescribed manner will not be considered.
- c. The EMD shall be forfeited in case of:
  - i. If tenderer unsolicited revises and/or modifies and/or withdraw and / or amend 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 the 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.
- d. The EMD furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. EMD of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- e. The earnest money 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.
- f. In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.
- g. EMD will be taken @ 25% of the total value of EMD of tender in case of

participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product.

- h. Except above, no EMD exemption will be given to any party on any grounds and their offer will liable for rejection.

**21. RSMML RIGHTS:** The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding.

- a) Not to accept any offer or reject any or all the offers.
- b) To cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- c) To increase/decrease the quantity at any time during the contract.
- d) To divide the quantity in more than one tenderer.
- e) To place or not to place trial order.
- f) To reject the offer, if it is established that the tenderer has submitted any wrong & misleading information / forged document along with offer or thereafter.
- g) If the Stores of make other than the specified make, found Techno-commercially acceptable, a trial order may be placed by RSMML at its sole discretion to begin with.

**22. Exemption for Taxes & Duties:** Incase tenderer is exempted from any taxes & duties levied by State/Central Govt., then, the tenderer is requested to stipulate the same on his letter head along with the offer & also furnish the relevant supporting documents.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

Group General Manager (LS)

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.

Date:

Signature of the Tenderer with official stamps



## **Section II: SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SPECIFICATIONS:** Detailed technical specifications of NIT No. **RSMM/SBU-PC(LS)/GGM-LS/Cont.09/2018-19 Dated 23.01.2019** “SUPPLY, INSTALLATION & COMMISSIONING OF AIR CONDITIONING SYSTEM AT OUR OFFICE OF SBU-PC (LS), JODHPUR” are as per Annexure-I.

1. **QUANTITY:** As per Annexure-I. However, RSMML reserves the right to increase/decrease the quantity mentioned thereon.
2. **SCOPE OF WORK, SPECIFICATIONS & QUANTITY:**

The work of supply, installation & commissioning of air conditioning system complete with Indoor Units (IDU), Out Door Units (ODU), stand, concealed copper refrigerant piping with insulation suitable for 230V+10% of 50Hz, 1phase AC supply capable of performing cooling, dehumidification, air circulation of different capacity ACs with Rotary Compressor etc. at SBU-PC (LS) office building on comprehensive and turn-key basis comprises following-

- i) Supply, installation & commissioning of Air Conditioners (AC) machines using Split ACs as per the requirement of work. Tenderer will supply & install suitable capacity stabilizers along with Rate Schedule (Price Bid) AC machine wherever required.
- ii) Makes of ACs should be as per Grp-1 of latest electrical BSR of PWD of GOR i.e. Daikin/ O- General/ Mitsubishi / Hitachi. Split ACs should be of 5 star rating only. In that 4 No. of AC's are of 2.0 Ton capacity and 2 No. is of 1.5 Ton capacity.
- iii) Tenderer is to access the requirement of machines and other infrastructure/hardware etc required for installation of AC system looking to the area to be covered under AC system.
- iv) Air Conditioning system are required to be installed at following areas of office building-

### **Working Area-**

- a. Complete Personnel & Administrative Cell, Contract Cell and Survey Cell on First Floor.
- b. Complete Marketing and F&A department on First Floor.
- c. Complete Finance department at Ground Floor
- d. At Laboratory office room at Basement.

Layout drawing of ground floor & first floor are annexed at annexure-VI and the areas where Air Conditioning is required have been marked. Working area marked with green colour. However, tenderers are requested to visit the site before submitting the offer to ascertain the actual site conditions and to access the work requirement of air conditioning system to be executed. Tentative measurement of proposed Area of Air Conditioning is provided at annexure-VII. Tenderer may assess the actual area at their own.

- v) Piping, civil works including painting or any other work will be in the scope of tenderer during supply, installation & commissioning of AC system.
- vi) There should be individual/ separate point for on/off point for each machine so that each AC machine can be used as per requirement.
- vii) Tenderer will be responsible for electrical cabling work of each machine including cabling from machine to existing RSMML electric panels with required MCBs. RSMML will only provide the electric points at panel as per power requirement expressed by tenderer. Cables & other electrical items required for execution of work. MCBs, switches etc should be of the makes as per Grp-1 & above of latest electrical BSR of PWD GOR. The interconnected cables between IDU & ODU should

be of copper conductor only. All Cables will be laid & dressed properly as per prudent utility practices.

- viii) Drainage pipes of ACs should be left at the ground floor of building.
- ix) All other related works will also be in the scope of tenderer whichever is required for complete execution of supply, installation & commissioning of the system.
- x) ISEER/EER, 5-star rating of machines should be as per guidelines of Bureau of Energy Efficiency, wherever applicable and certificate of BEE in this regard will be provided for the models of machines to be offered in proposed AC system.
- xi) Tenderer will also offer the comprehensive AMC charges including supply & fitting of all types spares including electric parts, components, cables, gas filling etc on per year basis for next four years after completion of warranty period of one year.
- xii) Tenderer should furnish technical details of each type of AC machines & stabilizers as per annexure-VI.

### **3. PRE-QUALIFICATION CRITERIA:**

The tenderer should have experience of execution of similar type of work of supply & installation of Air Conditioning system at any Industrial/Commercial places valuing each of Rs. 2.50 lacs at least at two places in last three financial years. Tenderer should enclose copies of Purchase Orders, Performance Certificates etc. in support of same.

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

### **4. CONSIGNEE:**

**Head & In charge,  
or his authorized officer.  
RSMML Ltd, SBU-PC (LS), Jodhpur**

### **5. RSMML's RIGHT:**

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

- a) to reject any or all the tenders received.
- b) to accept a tender either for the total requirement or part thereof or to split the work in more than one tenderer & not to accept the lowest tenderer.
- c) to accept/reject any tender on technical grounds based on RSMML requirement.
- d) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- e) to increase/decrease the quantity of hardware's as per work requirement.

The decision of the Company in above regards shall be final and binding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

### **6. RATES:**

- i)** The price should be quoted offline in Indian Currency strictly in Price Bid (Annexure-XVIII) Cover – C on f.o.r. destination basis.
- ii)** Tenderer (s) are requested to offer prices strictly in the Rate Schedule of tender. They should submit the form along with tender document.

- iii)** Prices in Rate Schedule are to be quoted as per below-
- a. **Row no. 1**-Total charges for supply of air conditioning system for complete solution including AC machines copper piping/ electrical cabling, stands and any other material (for total quantities) required for execution of contract as per scope of work of tender except items at points no. b to g mentioned below.
  - b. **Row no. 2**-Total charges for supply of suitable stabilizers (for total quantities) required for air conditioning system as per terms & conditions of tender for complete solution.
  - c. **Row no. 3**-Lump sum charges for Installation, Commissioning, for complete system as per the scope of work of tender. GST (IGST/CGST/SGST) is to be quoted as per the proportion mentioned in annexure-V.
  - d. **Row no. 4**-Annual maintenance Charges for 4 year after completion of warranty period of one year of complete system which includes all the items & works supplied/undertaken as per tender. GST (IGST/CGST/SGST) is to be quoted as per the proportion mentioned in annexure-V. Net total in Rate Schedule for AMC charges is discounted @ 10% (ten percent) per annum for calculation of outgo on NPV basis.
- iv)** The quoted price shall be on F.O.R. destination basis inclusive of basic price, Taxes, Duties, Levies, Packing, Forwarding, Transportation, Insurance, any other Delivery Charges etc. up to destination. The quoted price will remain firm and fixed till complete execution of the contract.
- v)** In case the tenderer is availing any exemption/ concession on GST (IGST/CGST/SGST) etc. the details of the same should be clearly provided along with the part- I of the tender as per annexure - XIII. The supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

## **7. PRICE VARIATION:**

- i)** The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of withdrawal/imposition/changes in structure of Taxes & Duties by the Government which are within the work completion period/AMC period & directly reflected on invoice will be considered on production of documentary proof provided that such variation/changes take place within the scheduled delivery period/contract period.
- ii)** Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.
- iii)** Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the supplier. The supplier will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.
- iv)** In case of reversal of Input Tax Credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, supplier is liable to pay all such dues to the company, failing which RSMML is free to deduct /recover/ retain such amount from the bills of supplier or any other amount due to him/ or from Security Deposit, as the case may be.

- v) The bidder 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."
- vi) 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."

**8. NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:**

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

**9. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- i) Towards the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML two separate Security Deposit cum Performance Guarantee i.e. (i) equal to 10% of total value for supply, installation & commissioning of AC system (item no. 1 to 3 of Rate Schedule (Price Bid) and (ii) 10% of total contract value of Annual Maintenance Contract of 4 years (item no. 4 to 7 of Rate Schedule (Price Bid) on actual basis i.e. without NPV), by way of Demand Draft/ pay order or in the form of Bank Guarantee in the prescribed Performa from any Public Sector/ICICI/HDFC/AXIS Bank(except SBI) having its branch at Jodhpur within 15 days from the date of issue of LOA/PO. The Bank Guarantee for supply, installation & commissioning of AC system should be valid for a period of 18 months plus developing period. BG for AMC should be valid for a period of five years, with a grace period of 6 months & can be further extended, if required.
- 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-satisfactory 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, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.

- 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) Bank Guarantee/S.D. should be sent to the office of Head & In Charge, SBU-PC (LS), Jodhpur

**10. WARANTEE:**

The tenderer shall warrant that the stores supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.

The AC system will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.

**The supplier shall warranty for the satisfactory performance of the AC system in all respect as per scope of work for a period of 12 months from the date of successful commissioning of AC system. Warranty for compressors should be of minimum 5 years.**

In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be replaced / repaired by the supplier at site free of cost within 7 days of intimation of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

**11.DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:**

- a) For evaluation purpose, the lowest tenderer shall be determined on the basis of total landed cost of offered system inclusive of total cost offered by tenderer for supply, installation & commissioning of complete AC system including AMC charges for 4 years on NPV basis ( i.e. supply cost of AC machines, stabilizers, installation & commissioning charges of AC system, AMC charges as detailed in Rate Schedule (Price Bid)) giving effect of direct/ indirect tax/ duties/ levies imposed by Govt. of Rajasthan/ Central Govt. on tendered work. Company will take procurement decision based on total financial outgo basis considering the effect of AMC charges also. The cash outflow for AMC charges will be discounted @ 10% (ten percent) per annum to arrive at the cost of procurement and maintenance package in totality.

**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.

## **12. WORK COMPLETION PERIOD:**

The supply, installation & commissioning work of AC system is required at our SBU-PC (LS) building at 8, West Patel Nagar, Circuit House Road, Jodhpur (Raj.) on f.o.r. destination basis. The Tenderer should state the earliest possible work completion period for supply, installation & commissioning of complete set-up as per scope of work at site which should not be more than 30 days.

Tenderer can execute the work after office hours and on holidays. In case of execution of work during office working hours, the working should not disturb the normal office working.

Tenderer will furnish weekly schedule/ scheme of their working plan of proposed solution.

## **13. INSPECTION:**

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the specification/data of each item at the Consignee's end.
- ii) Final inspection shall be carried out at consignee's end after receipt of the material at site, which will be binding on both the parties.
- iii) In case of rejection of any supply, the same should be replaced by the tenderer at their cost, immediately within 7 days of intimation for rejection or within the specified delivery period. Tenderer will take rejected material back at their own risk, cost & transportation.

## **14. TERMS OF PAYMENT & PAYING AUTHORITY:**

- i) 100% payment within 30 days of Supply, Installation & successful Commissioning of complete AC system as per scope of work at site.
- ii) Payment of Annual AMC charges will be made on half yearly basis after completion of each half.
- ii) Billing & Paying Authority: The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority – The Payment disbursing authority is **CAO, SBU-PC (LS), RSMML, Jodhpur.**
- iii) Payment will be made through NEFT/RTGS.
- iv) Payment will be made after deducting statutory taxes i.e. TDS/ WCT/GST etc wherever applicable.

## **15. ANNUAL MAINTENANCE CONTRACT:**

Tenderer will be responsible for the annual maintenance contract of the entire air Conditioning System which they will execute as per the scope of work including AC machines, pipes, stabilizers, cables etc. AMC will be on comprehensive basis including supply of all types of spare parts, electronic components, other components, all type of piping, cables, switch gears, Gas filling etc i.e. RSMML will not pay any amount extra on maintenance & repair of AC system except annual maintenance charges. Total 04 (Four) Years AMC will be started after completion of warrantee period of one year of AC system.

#### **16. COMPENSATION FOR DELAYED DELIVERY:**

##### **i) For supply, installation & commissioning of AC system-**

In the event the supplier fails to complete the work within the work completion period, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed pre-determined compensation @ 1/2% (Half percent) per day of the total value of work, subject to a maximum of 10% of the total value of work,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be

**OR**

- c) to cancel the contract.

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

##### **ii) For non - performance during AMC period.**

Incase tenderer does not attend the complaint lodged for service/ repair of any AC within 48 hours, a compensation @ Rs. 500/- per day per machine will be levied and will be deducted from their AMC payments/SD.

#### **17. EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:**

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Annexure- I. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- i)** Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- ii)** Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii)** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

#### **18. TERMINATION:**

- a) In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall

not absolve the tenderer of the liabilities accruing till the date of such termination.

- b) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business or making arrangement with their creditors.
- c) Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving Fifteen days' notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

**19. 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.

**20. JURISDICTION:**

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

**(D.D. Shripat)**  
**Head & In charge, SBU-PC (LS)**

I/We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Place & Date:



**Annexure – I**

ACCEPTANCE TO THE TECHNICAL SPECIFICATION FOR SUPPLY, INSTALLATION & COMMISSIONING OF AIR CONDITIONING SYSTEM AT OUR SBU-PC (LS), JODHPUR:

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

<b>S. No.</b>	<b>Description/ Specifications</b>	<b>UOM</b>	<b>Qty.</b>	<b>Deviations</b>	<b>if any</b>
Row No. 1	(a) Split AC of 2.0 Ton capacity, 5 Star Rating (Copper winding & piping)	No.	04		
	(b) Split AC of 1.5 Ton capacity, 5 Star Rating (Copper winding & piping)	No.	02		
Row No. 2	(a) Suitable stabilizer for 2.0 Ton Capacity Air Conditioner	No.	04		
	(b) Suitable stabilizer for 1.5 Ton Capacity Air Conditioner	No.	02		
Row No. 3	Copper Wiring and Installation including Switches, Power Points, painting and complete Accessories for all AC units	No.	As per above specification		
	<b>AMC Work</b>				
Row No. 4	Annual maintenance Charges for 4 (Four) years after completion of warranty period of one year of complete system which includes all the items & works supplied/undertaken as per tender	No.	1		

Note: Test Certificate/Manual to be provided at the time of supply.  
We hereby confirm and accept to supply as per above specifications.

Signature of Tenderer with official stamps

Date & Place:

**GENERAL PROFILE OF THE TENDERER**

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

Name & address of the office of the	
Tenderer with telephone No., FAX,	
E-mail nos. etc.	
Name & address of manufacturing	
Plant of the tenderer with telephone	
No., FAX, E-mail nos. etc	
Name & Mobile no. of the authorized contact person whether proprietor/partnership/ Company	
Name of Partners/Directors	
PAN No.	
GSTIN No.	
MSMED Registration No. & Date	
Turnover in Rupees (indicate the figures of last three years)	
Name & address of the banker	
If the tenderer is in any other business, please specify.	
Any other relevant information.	

Signature of Tenderer with official stamps

Date:

Place:

**Declaration for Registration under Micro, Small & Medium Enterprises  
Development Act, 2006**

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

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. \_\_\_\_\_ (YES/NO)
2. If yes, please furnish the declaration given below.

We (Name of Tenderer \_\_\_\_\_)  
, hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum No..... and under category of ..... (Manufacturer/Service Provider)

3. Enclose attested copy of registration certificate.

Signature of Tenderer with official stamps

Date & Place:

**EXCEPTIONS AND DEVIATIONS**

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

Name of Tenderer: \_\_\_\_\_

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

S.No.	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 stamps

Date:

Place:

**DETAILS OF PAST EXPERIENCE**

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

**SUPPLY, INSTALLATION & COMMISSIONING OF AIR CONDITIONING SYSTEM  
Details of past experience**

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

**List of order(s) executed towards supply, installation & commissioning of Air Conditioning System in Commercial/Industrial Places**

S. No	Name & Address of the Purchaser	Order No. & Date	Brief Description	Value of Work
01				
02				
03				
04				

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

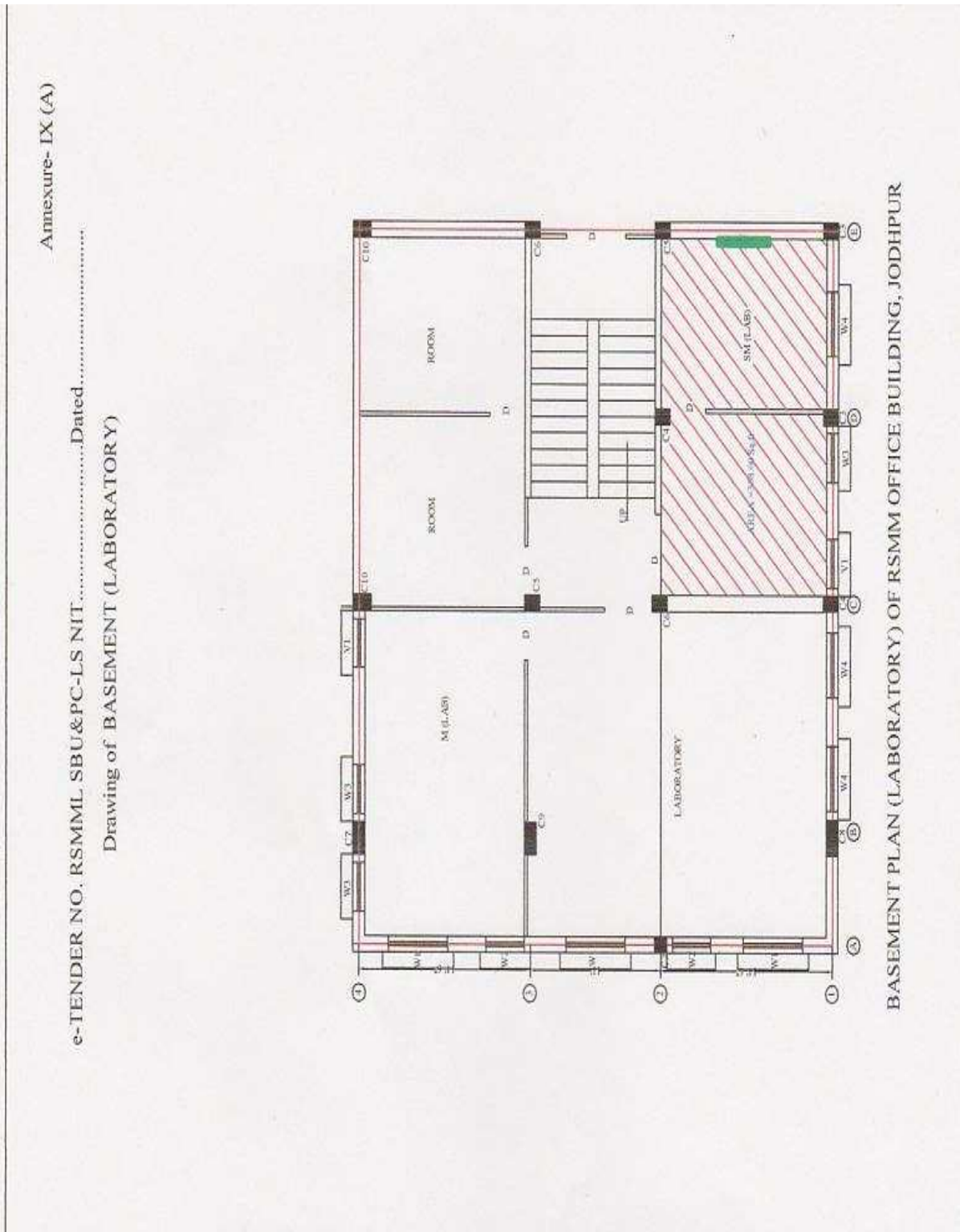
Signature with Office Seal.

Place:

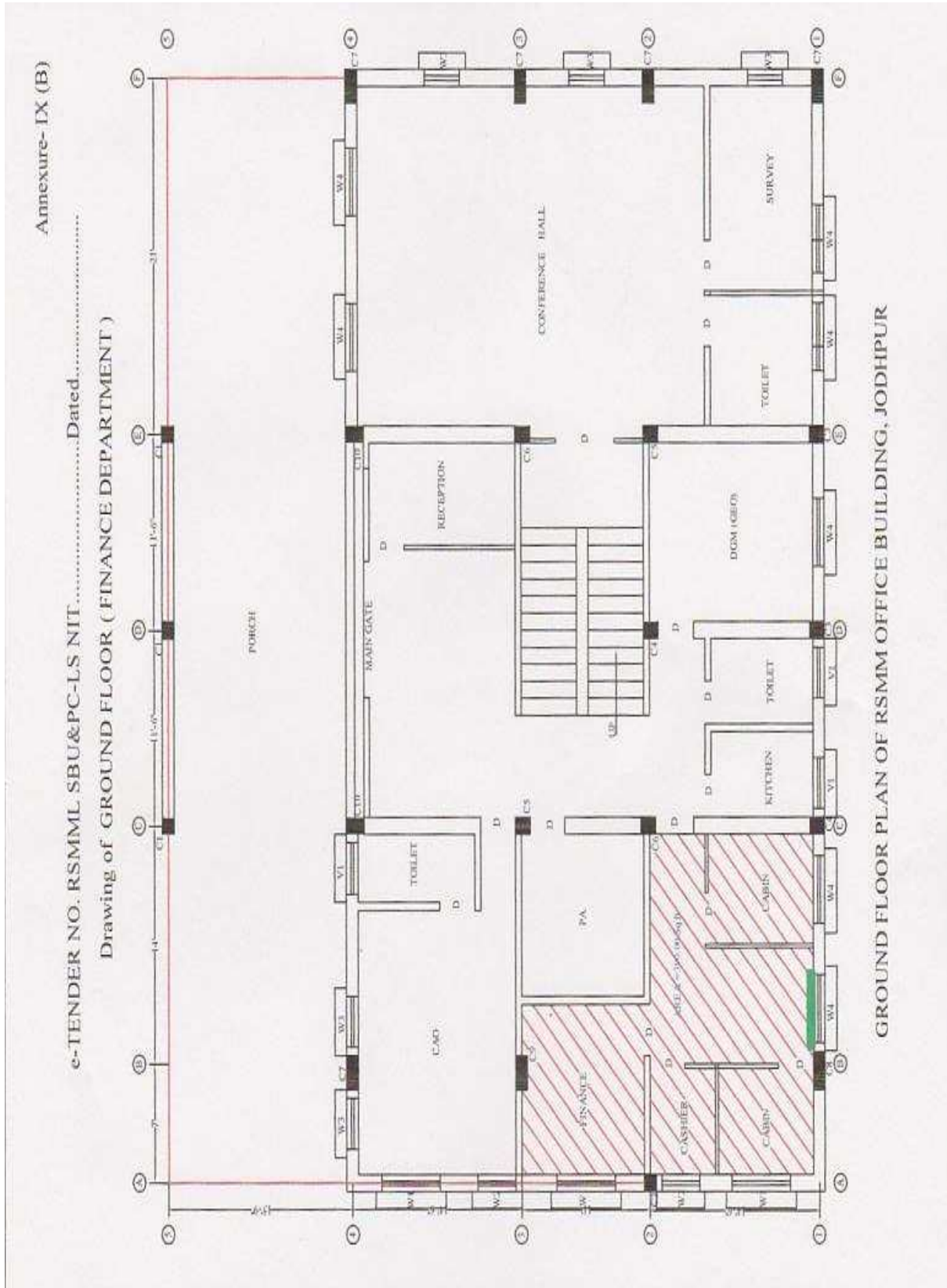
Date:

**TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont-09/2018-19 Dated 23.01.2019**

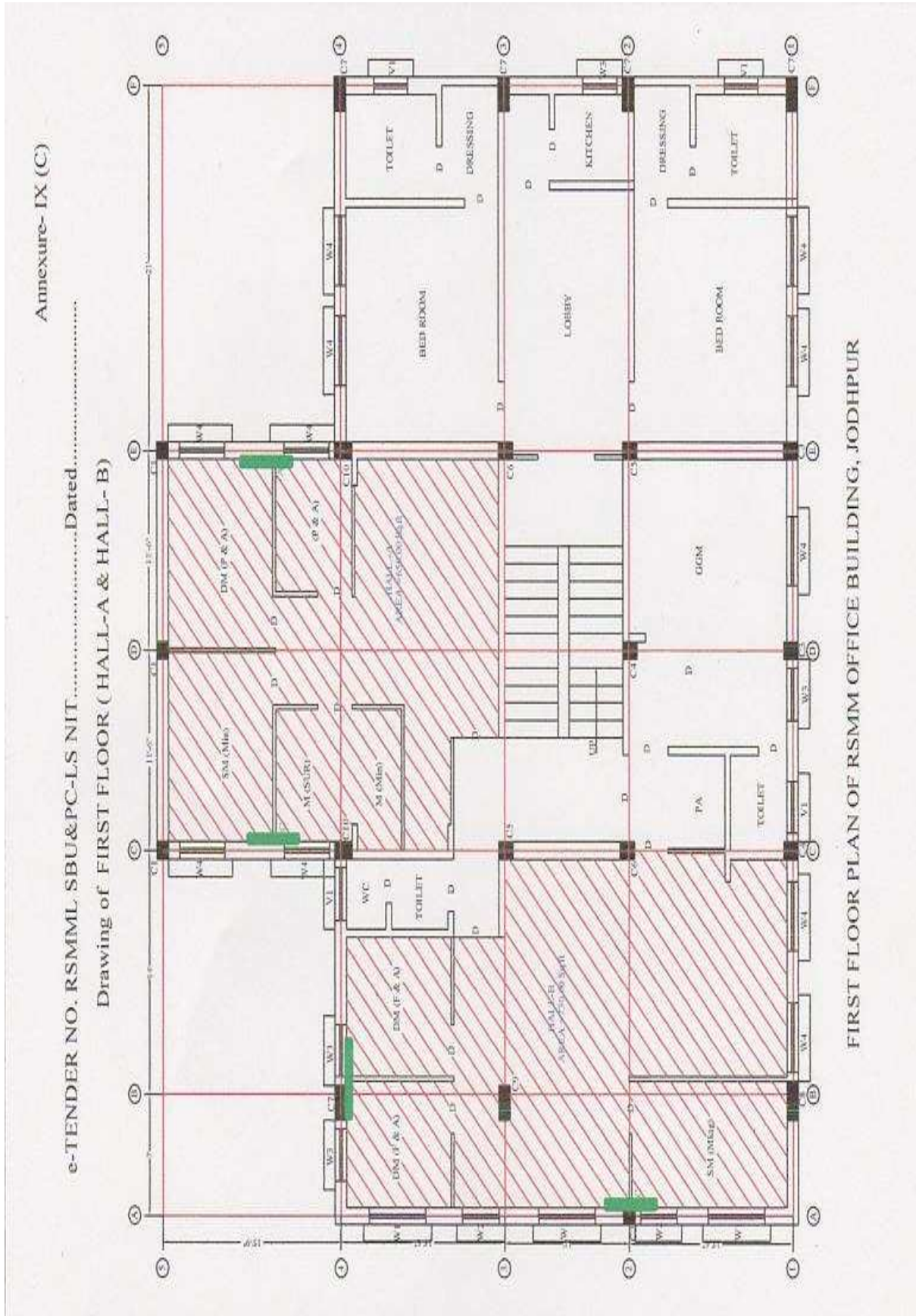
**Drawings of Laboratory (Basement)**



**Drawings of First Floor (Complete F&A)**



**Drawings of Second Floor (Hall A & B)**





**TENDER NO. RSMM/SBU-PC (LS)/GGM-LS/Cont-09/2018-19 Dated 23.01.2019**

**SUPPLY, INSTALLATION & COMMISSIONING OF AIR CONDITIONING SYSTEM**

Tentative measurement of proposed Area of Air Conditioning

Basement:-

1. At Laboratory Office Room 308 Sq ft

Ground Floor

2. Complete Finance and Accounts Department 390Sq ft

First Floor

3. Complete Personnel & Administration Department, Contract Department and Survey Department 650 Sq Ft
4. Complete Marketing and Finance & Accounts Department 730 Sq Ft

Signature with Office Seal.

Place:

Date:

**CHECK LIST**

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

(While submitting the tender, each column should be filled by the tenderer. In case, any column does not relevant it should be mentioned as ‘not applicable’.)

S.No.	Particulars	Agreed / Provided	Deviation in case of not agreed
1	Earnest Money Deposit		
2	One complete tender set duly signed & sealed as token of acceptance		
3	Validity 120 days		
4	Details of mfg., Capacity, testing facilities, quality control etc.		
5	Past experience details in Annexure-II along with supporting documents.		
6	GST No.		
7	IT PAN No.		
8	Undertaking that no condition is mentioned in the Price Bid		
9	Declaration that tenderer have not been banned/suspended.		
10	Acceptance of Determination of lowest bidder clause		
11	Authorization certificate in case of dealer		
12	Acceptance of RSMML Right		
13	Acceptance to specification & scope of works		
14	Acceptance of Inspection, Sampling, Testing, acceptance & rejection		
15	Acceptance to Security Deposit		
16	Acceptance to Payment Terms		
17	Compensation for delayed delivery		
18	No Compensation for alteration of delivery schedule		
19	Acceptance of Performance Guarantee/Warranty		
20	Acceptance to termination clause		
21	Acceptance to force majeure clause		
22	Acceptance to jurisdiction clause		
23	Acceptance to exception/deviation clause		
24	Acceptance to termination clause		
25	Confirmation to suitability and conformity		
26	Declaration regarding registration with MS&MED act, 2006		
27	Delivery period		
28	Acceptance to Indemnification clause		
29	Price: (No price indication should be here) a) FOR destination b) Firm& fix. c) Packing & forwarding d)Freight & Insurance e) Custom Duty & CESS on Duty f) GST g) Any other taxes & duties h)Attested copy of exemption in taxes & duties, if any,	@_____ @_____ @_____	
30	Duly filled up annexure, I to XVI		
31	Any Other Information ( Give Details)		

Date &amp; Place:

Signature of Tenderer with official stamps

**Confirmation for Remittance of all payments through RTGS**

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

We confirm our acceptance for remittance of all our due payments by RSMML i.e. payment against bills, refund of EMD, refund of SD, etc. through RTGS (Real time gross settlement system) directly to our bank account. Our RTGS details are as under:

S. No.	Description	Tenderer details
1	Name of Tenderer	
2	e-mail ID	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c :Saving / Current/CC/any other	
6	IFSC code	

Signature of Tenderer with official stamps

Date:

Place:

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

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

Name of Tenderer\_\_\_\_\_

- I) We confirm that all the terms & conditions of tender are accepted to us and we will supply the material as per technical specifications of tender.
- II) We hereby undertake that we have not mentioned any condition in the price bid.

Signature of tenderer with  
official stamp

Date:

Place:

**DECLARATION OF NON SUSPENSION/NON BANNING**

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

Name of the Tenderer: \_\_\_\_\_

We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.

Signature of Tenderer with  
official stamp

Date:

Place:

**DECLARATION BY TENDERER**

(To be submitted - part - I of the offer)

I/We declare that I am/we are manufacturer/authorised dealer/ Importers/ Bonafide dealers in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of tenderer with official stamp

Date:

Place:

**ANNEXURE-XIII**

**DETAILS OF OFFERED COMMERCIAL TERMS**

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

<b>Particulars</b>	<b>% Rate considered in price bid</b>
GST (IGST/CGST/SGST)	@.....%
Component of AMC charges out of total AMC charges in % on which GST (IGST/CGST/SGST) is applicable. Tenderers are requested to mention GST (IGST/CGST/SGST) on AMC charges in the respective column & row of GST (IGST/CGST/SGST) in Rate Schedule (Price Bid) accordingly.	In ..... %
Component of Lump sum charges for Installation, Commissioning, modification of existing ducts & false ceiling, painting etc for complete system out of total charges in % on which GST (IGST/CGST/SGST) is applicable. Tenderers are requested to mention GST (IGST/CGST/SGST) on said charges in the respective column & row of GST (IGST/CGST/SGST) in Rate Schedule (Price Bid) accordingly.	In ..... %
Details of Exemption on Duties & Taxes, if any.	.....

Note: In case the tenderer is availing any exemption/ concession on GST (IGST/CGST/SGST)etc. The details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

Signature of tenderer with official stamp

Date:

Place:

**Compliance with the Code of Integrity and No Conflict of Interest:**

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

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.

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



## **Annexure XV**

### **Declaration by the Bidder regarding qualifications Declaration by the Bidder:** (To be submitted - part – I of the offer)

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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of Bidder

Place :

Name:

Designation:

Address: