



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

Registered Office  
C89-90, Lal Kothi Scheme, Janpath  
Jaipur (Rajasthan)India  
Ph.:+91-1410-2743734. 2743934  
Fax: +91-141-2743735  
**CIN No.: U14109RJ1949SGC000505**  
**PAN No : AAACR7857H**  
**GSTIN No. 08AAACR7857 H120**

Corporate Office  
4, Meera Marg,  
Udaipur – 313 001  
Ph.:+91-294-2428768,2428763-67  
Fax:+91-294-24287,2428739  
e-mail naveengupta.rsmml@rajasthan.gov.in  
website: [www.rsmm.com](http://www.rsmm.com)

## TENDER DOCUMENT

TO

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**e- TENDERS ARE INVITED FOR SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 100 MT CAPACITY , 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT KASANAU MATASUKH LIGNITE MINES, NAGOUR AND IT'S AMC FOR FIVE YEARS.**

s.n.	Description	Date	Time
1	Publishing Date	11.05.2018	6.00 p.m.
2	Document Download/Sale Start Date	11.05.2018	6.30 p.m.
3	Document Download /Sale End Date	05.06.2018	6.00 p.m.
4	Bid Submission Start Date	16.05.2018	10.00 a.m.
5	Bid Submission Closing Date	05.06.2018	6.00 p.m.
6	Techno-Commercial Bid Opening Date	06.06.2018	3.30 p.m.
7	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	05.06.2018	Upto 6.00 p.m.
9	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
10	Websites for downloading tender documents/ corrigendum etc.	<a href="http://www.rsmm.com">www.rsmm.com</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>	
11	Website for submission of tender/bid (only online)	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
12	Tender Document Fees	Rs. 1180/- (Inclusive of GST-18%) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
13	RISL Processing Fees	Rs. 500/- in favour of "MD RISL" payable at Jaipur	
14	Bid Security	Rs. 60,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	



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### **NOTICE INVITING e-TENDER**

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

Description	Qty.
<b>SUPPLY, INSTALLATION, COMMISSIONING &amp; TESTING OF 100 MT CAPACITY , 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT KASANAU MATASUKH LIGNITE MINES, NAGAU AND IT'S AMC FOR FIVE YEARS.</b>	One No.

For more details, visit us on web site [www.rsmm.com](http://www.rsmm.com), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or contact Sr. Manager (MM) at the above address.

(B.S. Gupta)  
Gr. Gen. Manager (MM)

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018 FOR SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 100 MT CAPACITY , 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT KASANAU MATASUKH LIGNITE MINES, NAGAU AND IT'S AMC FOR FIVE YEARS.**

General	Instruction for preparation & submission of tender and General Conditions of E-Tender
Annexure- I	General profile of tenderer
Annexure- II	Undertaking towards acceptance of all terms & conditions of tender
Annexure- III	Undertaking towards non suspension/non banning and GST
Annexure- IV	Registration details as per Micro, Small & Medium Enterprises Development Act,2006.
Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Check-list to technical specification and scope of work
Annexure- VI-a	Drawing of civil work
Annexure- VI-b	Drawing of Software providers
Annexure-VII	Declaration by tenderer
Annexure- VIII	Details of Past Experience
Annexure- IX	Format of giving Price of Load cell in PDF sheet
Annexure- X	B.G. Format
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.

**SECTION -I**

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

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- ii) No physical/offline Tender/bid shall be accepted.
- iii) **Bid Security and Tender Document Fee** shall be in the form of Demand Draft / Bankers Cheque drawn in favour of **“Rajasthan State Mines & Minerals Limited” payable at Udaipur** and shall be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time as above.

- iv) **Processing Fee** shall be in the form of Demand Draft / Banker Cheque drawn in favour of “ **MD RISL” payable at Jaipur** and shall also be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :  
24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593.  
Email-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 AM to 6.00 PM on all working days. email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in),. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.
- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno-commercial and financial bid, however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption/technical snag in website and No extension in deposition of Tender/bid shall be allowed.
- xv) Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**

- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed :
- i)** Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
  - ii)** Annexure-B- Declaration by the Bidder regarding Qualifications.
  - iii)** Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
  - iv)** Annexure-D- Additional Conditions of Contract.

#### **COVER-A**

- i) Scanned Copies of Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees, Bid Security and processing fees.
- ii) Scanned copy of sealed & signed tender document towards acceptance of terms and conditions.
- iii) Authorisation in favour of a person signing tender document.
- iv) General profile of tenderer as per annexure-I, Undertaking towards acceptance of all terms & conditions of tender as per annexure-II and Undertaking towards non suspension/ non banning as per annexure-III.
- v) Registration details as per MSMED Act, 2006 as per annexure-IV.
- vi) Details of taxes & duties offered in price bid as per annexure-V.

#### **COVER-B**

- i) Check-list to offered weighbridge & other details as per annexure-VI.
- ii) Detailed specifications and illustrated catalogue and specific technical information about the offered equipment alongwith general arrangement drawing, plan of foundation, other required drawings etc.
- iii) List of standard tools & accessories offered free of cost along with the equipment.
- iv) In case of participation by authorised/accredited dealer on behalf of their manufacturer, the dealer has to furnish authorisation/accreditation certificate of the manufacturer in his favour to participate against this tender on their behalf.
- v) Copies of PO and performance certificate for supply & installation of 100 MT capacity weigh bridge or higher capacity as per pre-qualification criteria of tender.
- vi) Details of the offices from where after sales services will be provided by the manufacturer at respective site. Incase the tenderer proposes to develop any additional sales service center at Nagaur, those also be detailed.
- vii) Copy of valid licenses from W&M Department towards selling, repairing or servicing of weighbridges and also of registration/approvals of offered equipment.
- viii) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure- D and Duly Filled, Sealed and Signed Annexure-B.

## **COVER-C**

- **Price Bid in xls format.**
- In PDF sheet to be enclosed with BOQ, Format given at annexure-IX (Not to be furnished in part-I of tender) - **Price of Load cell suitable for offered weighbridge valid for five years after expiry of warrantee period.**

### **2.0 SUBMISSION & OPENING OF TENDERS:**

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

Tenderers are requested to ensure submitting their tender online on e-procurement portal only and furnishing Demand Draft / Bankers Cheque/Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees offline to the office of GGM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/Bid Security/ Processing Fees to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

### **3.0 VALIDITY:**

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 months from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the Bid Security deposited by the tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer (LOA/PO) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

#### **4.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:**

- a) The tenderer shall deposit (interest free) a sum of Rs. 60,000/- (Rupees Sixty Thousand only) as Bid Security in the form of Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit (interest free) a sum Rs. 1,180/- (inclusive of GST) as tender document fees and Rs. 500/- as processing fees by PO/Demand Draft only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.
- c) Demand Draft / Bankers Cheque/ Bank Pay Orders for Tender Fees, Processing Fees and Bid Security should be submitted offline (personally/post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.
- c) **The Bid Security shall be forfeited in case of:**
  - i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
  - ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
  - iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
  - iv) If the tenderer does not submit the security deposit cum performance guarantee.
  - v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The bid security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards bid security deposit against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.
- (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 bid security.

- (g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI units of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of the offered product. In case any SSI firm of Rajasthan is offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- (h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

#### **5.0 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 equal to 10 % of the total value of the order (For Supply, Installation, Commissioning of weighbridge) and equal to 5 % of the total value of AMC of 5 years (For annual maintenance contract of weighbridge) by way of Demand Draft/ pay order or in the form of Bank Guarantee in RSMML Performa from any Public Sector/HDFC/ICICI/AXIS Bank (except SBI) having their branch at Udaipur/Nagaur, within 21 days from the date of award of PO.
- ii) The security deposit for Supply, Installation and Commissioning of weighbridge should be valid for a period of 6 months in excess of warranty period + work completion period. SD for annual maintenance contract of weighbridge (AMC) should be valid for a period of 6 months in excess of AMC period of 5 years.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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.



- vii) 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.
- viii) 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.
- ix) S.D. should be sent to the office of GGM(MM), CO for Supply, Installation & Commissioning of weighbridge and to GGM(Lig) for annual maintenance contract of weighbridge.

**6.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE TO MSME, GOR:**

Tenderers offering in capacity of micro, small and medium enterprises of the State of Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided-

- i) Tender document fees will be taken @ 50% of the prescribed total value of Tender document fees.
- ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.
- iii) Security Deposit will be taken @1% of the total value of order/contract.

Except above as mentioned in Clauses No. 4.0 to 6.0, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case ) and their offer will be liable for rejection.

Note- Tenderer has to make request for exemption separately for each item alongwith documentary proof without which no exemption will be given.

## **7.0 SCOPE OF WORK, SPECIFICATIONS & QUANTITY:**

- i) Specification and scope of work for Supply, installation & commissioning of one nos. pitless type fully electronic weighbridge at our Matasukh lignite mines, District: Nagaur (Raj.) of 100 MT capacity along with suitable transoms, w/b modules, load cells, digitizer, junction box, jumbo display, communication printed circuit board etc. of platform size 18x3 Mtr. The detailed technical details of the weighbridge are mentioned as Annexure- VI. Mine is situated about 40 kms from Nagaur City on Nagaur-Didwana Road.

**Note: Tenderer's are advised to visit site to witness exact location of installation of Weigh Bridge, soil conditions, facilities available etc. No claim on this account will be entertained by the company.**

- ii) The weighbridge should be capable of continuous operation for protracted periods on a system of three shifts each of 8 Hrs. duration per day round the year.
- iii) After completion of guarantee/warrantee period of one year, the weighbridge will be under AMC, however, RSMML, at its sole discretion may continue or discontinue the AMC. Contractor will responsible for stamping of weighbridge during AMC, however, the stamping fees deposit to Dept. of meteorology will be reimbursed by RSMML on actual basis.

## **8.0 INSTALLATION & COMMISSIONING OF WEIGHBRIDGE :**

The tenderer will be responsible for installation & commissioning work of the equipment at site. The tenderer shall depute qualified and competent technical & other staff to supervise, install and commission the equipment free of cost for suitable man days and for test day running as well as training in operation and maintenance of the equipment at site.

## **9.0 PRE-QUALIFICATION CRETERIA:**

The tenderer should have the experience for supply, installation & commissioning of 3 nos. of Electronic Weighbridge of 100 MT capacity or above in last three financial years i.e. 2015-16, 2016-17 & 2017-18.

The Techno-commercial suitability of the offers will be ascertained on the basis of pre-qualification criteria, documents submitted alongwith 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.

#### **10.0 CONSIGNEE:**

The Group General Manager, SBU-PC (Lig.)  
or his authorized officer.  
RSMML Ltd, Nagaur

#### **11.0 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 purchase the weighbridges with or without AMC.
- d) to accept/reject any tender on technical grounds based on RSMML requirement.
- e) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- f) to increase/decrease the quantity of hardwares 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.

#### **12.0 RATES :**

- i) The price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover – C on f.o.r. destination basis.
- ii) **Tenderer (s) are requested to offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal. Further, tenderers are advised to recheck the filled prices of each item to its correctness before uploading the BoQ on portal. RSMML will not entertain any claim after closing of due date.**
- iii) Tenderer is also requested to quote the AMC charges **(including all repair & spares of the weighbridge except load cells & Batteries)** for a period of 5 years after completion of warranty period of one year. Tenderer will be responsible for stamping of weighbridges during AMC. However, the stamping fees deposited to Dept. of Weigh & Measurement Department will be reimbursed by RSMML on actual basis.
- iv) Prices in BOQ are to be quoted as per below-
  - a. **Row no. 1-** Charges for Supply of one no. Pitless Fully Electronic Lorry Weighbridge as per terms & conditions mentioned in tender & items as detailed at point no. 13, s of annexure-VI, point no.2.

- b. **Row no. 2-** Charges for Installation, Commissioning and Testing of one no. Pitless Fully Electronic Lorry Weighbridge as per terms & conditions mentioned in tender.
  - c. **Row no. 3-** Total charges for Civil work as per scope of work and terms & conditions mentioned in tender.
  - d. **Row no. 4-** Annual maintenance Charges for 1st year after completion of warranty period of one year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
  - e. **Row no. 5-** Annual maintenance Charges for 2nd year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
  - f. **Row no. 6-** Annual maintenance Charges for 3<sup>rd</sup> year year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
  - g. **Row no. 7-** Annual maintenance Charges for 4<sup>th</sup> year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
  - h. **Row no. 8-** Annual maintenance Charges for 5th year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
- v) 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. upto destination. The quoted price will remain firm and fixed till complete execution of the contract.
  - vi) 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.
  - 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 supplier or any other amount due to him/ or from Security Deposit, as the case may be.
  - viii) The bidder shall submit an undertaking with monthly 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."

**13.0 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.

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

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

**15.0 GUARANTEE/ WARANTEE:**

The tenderer shall warrant that the equipment supplied under the contract/order is new, unused, of current design & not likely to be discontinued or become obsolete till the life of the offered equipment and shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade.

The equipment will be in consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples if any. This warranty shall survive inspection and acceptance of the goods.

The tenderer shall guarantee/warranty for the satisfactory performance of the complete equipment for a period of 12 months from the date of successful commissioning of weigh bridge/ final handing over of weigh bridge to RSMML.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the tenderer at site free of cost within 30 days of settlement of warranty claims. The tenderer will be required to stock

spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers does not arise and all services under warranty clause shall be responsibility of the ultimate tenderer of the composite equipment. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the tenderer and the cost for such collection will have to be borne by the tenderer.

#### **16.0 DETERMINATION OF LOWEST BIDDER FOR EVALUATION PURPOSE:**

- a) The lowest tenderer shall be determined on the basis of total landed price of weighbridge offered in BOQ for supply, installation, testing & commissioning of weighbridges alongwith civil work and AMC, which includes basic price, all taxes & duties, transportation, insurance & any other delivery charges etc. upto destination (EXCEPT GST).
- b) Prices of load cells sought in PDF sheet alongwith BOQ will not be a part of determination of lowest tenderer.
- c) The year wise net present value (NPV) of Annual Maintenance Charges for five years would be worked out by discounting @ 12% (twelve percent) per annum to arrive at the total cost of AMC.
- d) Online comparative chart may not necessarily be generated and if generated, it may not be treated as final because of method of determination of lowest tenderer as detailed above.

#### **e) 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.

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

#### **17.0 WORK COMPLETION PERIOD:**

The tenderer is to offer the minimum possible work completion period to supply, install, commission & testing of the offered weighbridge alongwith civil work on turn-key basis at site. The work completion period will be counted from the date of handing over clear site by the consignee to the tenderer.

#### **18.0 TRAINING:**

The tenderer will depute experienced personnel to conduct training of Company's operators, technical and supervisory personnel for a suitable period, as decided mutually, from the date of successful commissioning of the equipment. Training should be conducted free of cost & at site.

The training shall cover the following:

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

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

#### **19.0 SPARE PARTS AND SERVICING FACILITIES:**

The tenderers must clearly specify the spare parts that will be supplied alongwith the equipment free of cost. Acceptance of tender for supply of equipment on this invitation is subject to tenderer certifying that he has adequate servicing and spare parts facilities in India in respect of the equipment and machines tendered by him or that they shall arrange to provide such facilities simultaneously with the supply of equipment. The tenderer has deemed to have undertaken that supplies of necessary maintenance equipment and spare parts will be made available for the life of the machine. The tenderer shall also warrant that if he goes out of production of the equipment he shall ensure availability of spare parts to us and shall also make available blue print drawings of the spare parts and other specification of the material at no extra cost to us.

#### **20.0 INSPECTION & TEST:**

- i) The tenderer will furnish the test certificate alongwith the supplies of equipment.
- ii) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
- iii) The inspection may be conducted at the premises of the tenderer.

However, the final inspection shall be carried out at consignee's end after receipt of the material at site which will be final and binding to both parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.

- iv) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- v) RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the shipment of the goods.
- vi) The inspection/test reports shall in no way release the tenderer from any warranty or other obligations under this contract.

## **21.0 TERMS OF PAYMENT & PAYING AUTHORITY:**

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

90% payment within 30 days from supply, installation & successful commissioning of weighbridges at site, completion of related civil work and stamping & verification of the weighbridge by Dept. of meteorology. The fee deposited to the Dept. of meteorology towards stamping & verification of weighbridge will be reimbursed at actual on production of documentary proof. Balance 10% within 30 days thereafter.

### **For Annual Maintenance Contract of weighbridges-**

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

### **ii) Billing & Paying Authority:**

#### **For supply, installation & successful commissioning of weighbridges-**

The bill in triplicate alongwith the supporting documents duly verified by the consignee will be submitted to The Office of GGM (MM), CO, 4 – Meera Marg, Udaipur for payment purpose. The payment disbursing authority is-

The Financial Advisor,  
Rajasthan State Mines & Minerals Ltd.  
4, Meera Marg, Udaipur-313001

#### **For Annual Maintenance Contract of weighbridges-**

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

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



## **22.0 ANNUAL MAINTENANCE CONTRACT :**

Tenderer are requested to quote the rate AMC for a period of 5 years after completion of warranty period of one year. The tenderer will carry out four(4) quarterly preventive maintenance and will attend breakdown calls through the trained staff on as & when required basis during AMC.

Tenderer will be responsible for stamping of weighbridges during AMC, however, the stamping fees deposited to Dept. of Weight & Measurement will be reimbursed by RSMML on actual basis. The arrangement of standard weight for the same will be the responsibility of tenderer. Calibration of weighbridges have to be shown to the company/any authorized agency whenever required.

The tenderer shall carry out calibration/certification from weights & measurement dept. annually. After every repair/re-verification by the authorities, the tenderer shall arrange for proper sealing of instruments and keep record accordingly. Such records shall be countersigned by company's official.

AMC will include all repair & spares of the weighbridges **except load cells & Batteries.**

## **23.0 COMPENSATION FOR DELAYED DELIVERY:**

In the event of the tenderer fails to supply, Install & Commission the weighbridges alongwith related civil work within the scheduled period or the stores are rejected, the Company shall be entitled at its option either:

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

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

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

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

#### **25.0 ASSIGNMENT:**

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

#### **26.0 INDEMNIFICATION:**

Except where arising from the negligence of RSMML or RSMML's employees, the tenderer shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the tenderer or tenderers personnel or by claims made against RSMML by third parties in respect thereof.

#### **27.0 INDIAN / INTERNATIONAL STANDARD :**

The offered specification by the tenderer should be based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to International standards. All electric installations, equipment shall have to conform to Indian Electricity Rules 1967 and as amended from time to time. The equipment covered by specification shall, unless otherwise specified be build to conform to the requirements of relevant standards issued by any of the following and the tenderer should specifically mention in each case the applicability of the relevant latest standard.

1. Bureau of Indian Standard's Standard Codes and specifications wherever applicable. (ISI)
2. Indian Electricity Rule 1956, wherever applicable.
3. British Standard Specification, relevant Code and British Electrical Standard Association.
4. American Society of Mechanical Engineer's Power Test Codes.
5. American Society of Materials Testing Codes.

6. American Standards Association/ USA Standards Institute and Edison Electric Institute
7. Standard of Hydraulic Institute, USA
8. Heat Exchanger manufacturer's Association, Standards, USA
9. Bleeder Heater Manufacturer's Association, Standards, USA.
10. Appropriate national Standard Specification of the country of manufacture on approval by the purchaser.
11. Indian Boiler Regulation Act.
12. Indian Electricity Act. 1910.

#### **28.0 0 PATENTS :**

Tenders shall warrant that all equipment or material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

#### **29.0 TERMINATION:**

- a) In case of failure to perform the job as required under this contract or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify the default or breach within 10 days. Failure to rectify such default/ breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the tenderer of the liabilities accruing till the date of such termination.
- b) The contract may also be terminated in the event the tenderer is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- c) Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving Fifteen day's notice to the tenderer at their last notified address. In such an event the tenderer shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and / or losses or costs by reason of such earlier termination on any ground whatsoever.

#### **30.0 FORCE MAJEURE:**

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/ or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in

performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

**31.0 JURISDICTION:**

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)  
GR. GEN. MANAGER (MM)

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

Signature of Tenderer with official stamps

Place & Date:

**Annexure - I****e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**  
**GENERAL PROFILE OF TENDERER**

1	Name & address of the tenderer with  Telephone No.,  Mobile no.  Fax No.,  e-mail address etc.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of owner/partners Directors with full address.			
5	Name of the Manufacturer of Offered weighbridge			
6	Annual turnovers in rupees for last three years.	2016-17	2015-16	2014-15
7	PAN No.			
8	GSTIN No.			

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

Date & Place:

Signature of tenderer with official stamp

e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018

**UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER**

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.

Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

**Note: Deviation to the tender terms, if any, mentioned any where else (i.e. in any other document will not be considered & accepted. RSMML will not entertain any claim of the tenderer on offered deviations mentioned anywhere else.**

Signature of tenderer with official stamp

Date:

Place:

**Annexure- III**

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING & GST.**

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

- a) We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
  
- b) We undertake that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

Signature of Tenderer with official stamp

Place:

Date:



**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

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

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006.  
\_\_\_\_\_ (Yes/NO)
2. If yes, please furnish the declaration given below.
3. We (Name of Tenderer \_\_\_\_\_), hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as \_\_\_\_\_ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum no. .... and under category of .....(Manufacturer/Service).
4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:

Place:

**Annexure - V**

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**

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

Particulars	% Rate considered in price bid for supply of equipment	% Rate considered in price bid for Installation, commissioning & Testing of equipment	% Rate considered in price bid for Civil work	% Rate considered in price bid for AMC charges
CGST	@.....%	@.....%	@.....%	@.....%
SGST	@.....%	@.....%	@.....%	@.....%
IGST	@.....%	@.....%	@.....%	@.....%
GST on transportation	@.....%	@.....%	@.....%	@.....%

Signature of tenderer with official stamp

Date:

Place:

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018 Check-list to technical specifications of weighbridge**

**1.0 Detailed scope of work**

Description	Agreed/Deviation, if any.
1. Supply, installation & commissioning including civil construction work for weighbridge by the supplier on turn-key basis in accordance with agreed specification, terms & condition.	
2. Supplier will provide engineering drawings, data, maintenance & operational manuals etc.	
3. Supplier will undertake related civil work for installation & commissioning of weighbridge i.e. weighbridge foundation, weighbridge bottom work, channels & ramp for weighbridge etc , main weighbridge room along with a adjoining room etc.	
4. Supplier will supply & install two nos. computers of HP/Acer/Dell/Lenovo make having Intel Core-i-5 processor, 4GB Ram or higher, 500GB HDD, DVD R/w, 21" TFT Monitor, Window-7 or higher. (One for weighbridge & second for preparing for reports & stand by). Necessary network LAN/WiFi connectivity & equipments shall also be provided with computers.	
5. Suppliers will supply & install two nos. printers; one printer shall be dot matrix printer of 24 pin heavy duty with USB support of ESPON make suitable for printing at high speed weigh slip/reports & one Laser jet printer of CANON or HP make (heavy duty) with minimum print speed of 30 ppm.	
6. Suppliers will supply & install one nos. 2 KVA capacity online UPS alongwith battery having 08 Hrs. back-up of reputed make for computers and one inverter of 5 KVA alongwith batteries for 8 Hr backup for weighbridge room.	

<p>Battery should be fully maintenance free having warrantee period of 3 years. Supplier will provide warrantee card of batteries alongwith supplies.</p>	
<p>7. Supplier will supply &amp; install two nos. 02 ton capacity split Air Conditioners alongwith stabilizers of reputed make such as Voltas/ LLOYD/ Hitachi/ Diakin etc. The ACs should be of 5 star rating.</p>	
<p>8. Suppliers will be entirely responsible for the performance of the contract in all respects according to the intent meaning of the specification data.</p>	
<p>9. Supplier will deploy supervisor, skilled, semi-skilled &amp; un-skilled labour for the installation &amp; testing, commissioning of the weighbridge at site including execution of civil work.</p>	
<p>10. The weighbridge to be supplied by supplier should be verify &amp; stamping by the Weight &amp; measurement Department (Dept. Of meteorology) before dispatch from works as well as stamp by the weight &amp; measurement department (Dept. of Metrology) after commissioning of weighbridge at site.</p>	
<p>11. Supplier will ensure timely payment for the minimum wages to the labour as per statuary provisions and shall fully comply with the rules laid under payment wages act and enforced time to time.</p>	
<p>12. Supplier will be responsible for safety &amp; security of all men and Material deployed by supplier at site execution of work.</p>	
<p>13. Supplier will depute qualified and competent technical &amp; other staff to supervise, install and commissioning of the equipment free of cost for suitable man days &amp; for test day running as well as training in operation and maintenance of the equipment of site.</p>	

**2.0 Technical specification for supply, installation and commissioning of 01 Nos. pit less type fully, Electronics Weighbridge of 100MT capacity platform size 18x3 Mtr including civil construction work on turn-key basis at our Matasukh lignite mines, District : Nagaur (Raj.).**

SN	Particulars	Specification	Agreed/Deviation, if any.
<b>Please mention type of weighbridge structure offered-</b>			
1	Machine Type	Fully Electronic Weighbridge Pitless	
2	Capacity	100MT	
3	Accuracy (Least Count)	10Kg.	
4	Platform Size	18 X 3 Mtr.	
5	Details of platform plate	Minimum 12mm thick MS plate welded with anti skid trips make SAIL/TISCO	
6	Details of Joist	Make- SAIL/TISCO , Number and size of joist shall be matching to platform size of 18x3 and loading capacity of 100 MT.	
7	Details of Transom	Make- SAIL/TISCO , Number and size of transom shall be matching to platform size of 18x3 and loading capacity of 100 MT.	
8	Foundation plate and load cell top & bottom cover	Mild Steel	
9	Foundation Bolt & other Nut-Bolt	Mild Steel	
10	Total weight of weighbridge	Minimum 13.5 MT	

11	<b>Specification of the electronics system</b>		
a	Type of Display	Digital Weight indicator to be interfaced with P.C.	
b	Communication Port	RS 232 for computer interfacing	
c	Display Size	24 mm (Min.)	
d	Date & Time	Real time clock should be available	
e	Tare	100%	
f	Error Indication	Should be indicative on display itself	
g	Load Cell	08 Nos.	
h	Digitizer	Digital Type	
i	Jumbo display	RED L.E.D. Type	
j	Junction Box	All load cell should be routed through the junction box	
<b>12</b>	<b>Make and rating of batteries</b>	Suitable capacity battery of Exide or any other reputed make to fulfill requirement of back-up as per clause no. 7.0 (ii) of tender.	
<b>13</b>	<b>Details of Load cell</b>		
a	Make	<u>Desired makes-</u> Revere/Sensortronics/ TEDEA/AVERY/ M&M/ANYLOAD	<b>Mention make of offered load cell-</b> ..... .....

b	Total Nos.	08 Nos. of 40 MT or above capacity	
c	Capacity	Matching to platform size of 18x3 and loading capacity of 100 MT.	
d	Type	Compression type, Multi Column	
e	Excitation Voltage	matching to platform size of 18x3 and loading capacity of 100 MT.	
f	Over Load Capacity (Without affecting performance)		
g	Over Load Capacity (Ultimate)		
h	Temperature Range		
i	Zero Balance		
j	Insulation Resistance (Min.)		
k	Nominal Output		
l	Non Linearity		
m	Hysteresis		
n	Creep		
o	Repeatability		
p	Terminal Input Resistance		
q	Terminal Output Resistance		
r	Environmental protection class		
5	<b>Following spares are to be supplied along with weighbridge on f.o.c. basis-</b> a- Load cell - 01 No. b- Standard weight of 20 Kg. - 200 Nos. c- Digital weight indicator - 01 No.		

### **3.0 Weighbridge Foundations & Ramp with weighbridge:**

Sl. No.	Description	Agreed/ Deviation
1	Tenderer will undertake the civil work at site considering the location & soil bearing capacity & as per standard drawing & design of equipment.	
2	The tenderer shall arrange at its own cost all the building material, water, electricity as required for civil work, Transportation etc. of required items will be carried out by the tenderer at his cost.	
3	The tenderer shall execute the civil work in the most substantial and workman like manner. The workmanship as well as materials should be in strict accordance with the design & specification.	
4	If it is noticed that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description, the tenderer shall rectify the same at his risk & cost.	
5	The Company shall have right to close and audit and technical examination of the works at any time during the execution of work and thereafter.	

### **4.0 SCOPE OF CIVIL WORK FOR WEIGHBRIDGE ROOM ALONG WITH ADJOINING ROOM & UNDERGROUND WATERTANK :-**

Specification	Agreed/Deviation, if any.
1. Tenderer will construct weighbridge room as per drawing <b>Annexure-VI-a</b> . The inside size of weighbridge room should be 5Mx4M. The height of weighbridge room should minimum 3M.	
<b>2.</b> Tenderer will also construct two adjoining rooms of size 3Mx3Mx3M & 2Mx3Mx3M one toilet room as per drawing – <b>Annexure-VI-a</b>	



3. Tenderer will also provide all the required toilet sanitary ware including one washbasin, one urinal, one squatting pan-Indian and other accessories.	
4. The granite slab inside of all three rooms should be constructed as per <b>Annexure-VI-a</b>	
5. The Dimension of window & Doors etc. should be as per <b>Annexure-VI-a</b>	
6. Tenderer will also construct one underground water tank of size 1.5MX2.25MX2.5M as per drawing – <b>Annexure-VI-a</b>	
7. Tenderer will supply one overhead PVC water tank of capacity size 1000 liters of along with one minimum 1/2 HP water motor of reputed make to pump the water from underground tank to overhead tank.	
8. Tenderer will also construct one water tap platform with provision for 2 water taps as per drawing – <b>Annexure-VI-a</b>	
9. Tenderer will be responsible for making all the plumbing work as per drawing provided & all necessary plumbing work in toilet room. The connection of underground water tank to pump, pump to overhead water tank & further connection of overhead water tank to water taps has to be done with pipes and valves as per requirement. The supply of connecting pipes , valves and other accessories should be in scope of contractor.	
10. The wall should be Random Rubble Stone Masonry with cement mortar (1:6) ratio 1 cement x 6 sand of 30 cm. thicknesses and plastered with cement mortar of ratio 1:6.	
11. The roofs should be of R.C.C. slabs and floor should be cementing concrete as indicated in the drawing.	
12. All windows should be of Aluminum section with grill, glass & with stainless steel wire mesh. Gate doors should be of good quality wood.	
13. Room should be duly painted from inside & outside with acrylic emulsion and door and windows should be painted with super enamel synthetic paint of reputed make like Asian/Nerolac/Burger.	

14. The room should be complete in all respect including electrical fitting wiring /Cabling, including 6 Nos. (4+2) tube lights and 04 Nos. (2+1) 48” Fan of havells/Crompton/orient make with ICDP & MCB. Earthing pit as per standard speciation shall be constructed for the WB.	
15. Electrical points and provisions for installation of two numbers split AC should be provided in the room.	
16. There should be a minimum gap beyond windows and gates to the side walls & floors.	
17. Two Small sliding window should be provided for transaction purpose between the staff & truck drivers etc as per drawing.	
18. Ventilators with fixed glasses should be provided for dust proofing & providing light at the same time.	
19. Strong pelmets should be provided with all windows and gates for protection from sun-light etc.	
20. The contractor shall submit all drawings to RSMML for approval, prior to commencement of work.	
21. A concrete/ tiled pavement of 1.20 meter wide should be constructed all around the building.	
22. The internal flooring of building should be of Mosaic tiles. The toilets shall have ceramic tile flooring & wall tiles upto 1.80 m height.	
23. All civil works shall be executed as per standard PWD specifications and shall have a defect liability period of 12 months from the date of completion/handover.	
24. The software supplied with the WB should be compatible with DMG E-rawana system and should be approved by DMG. Prior approval of RSMML shall be required for software to be supplied. In case any modification is required in the software, the same shall be carried out by the supplier. The list of empanelled vendors is available on DMG Rajasthan web portal, details available is attached at annexure-VI-b. Tenderers are advised to confirm /check the latest details from the DMG portal.	

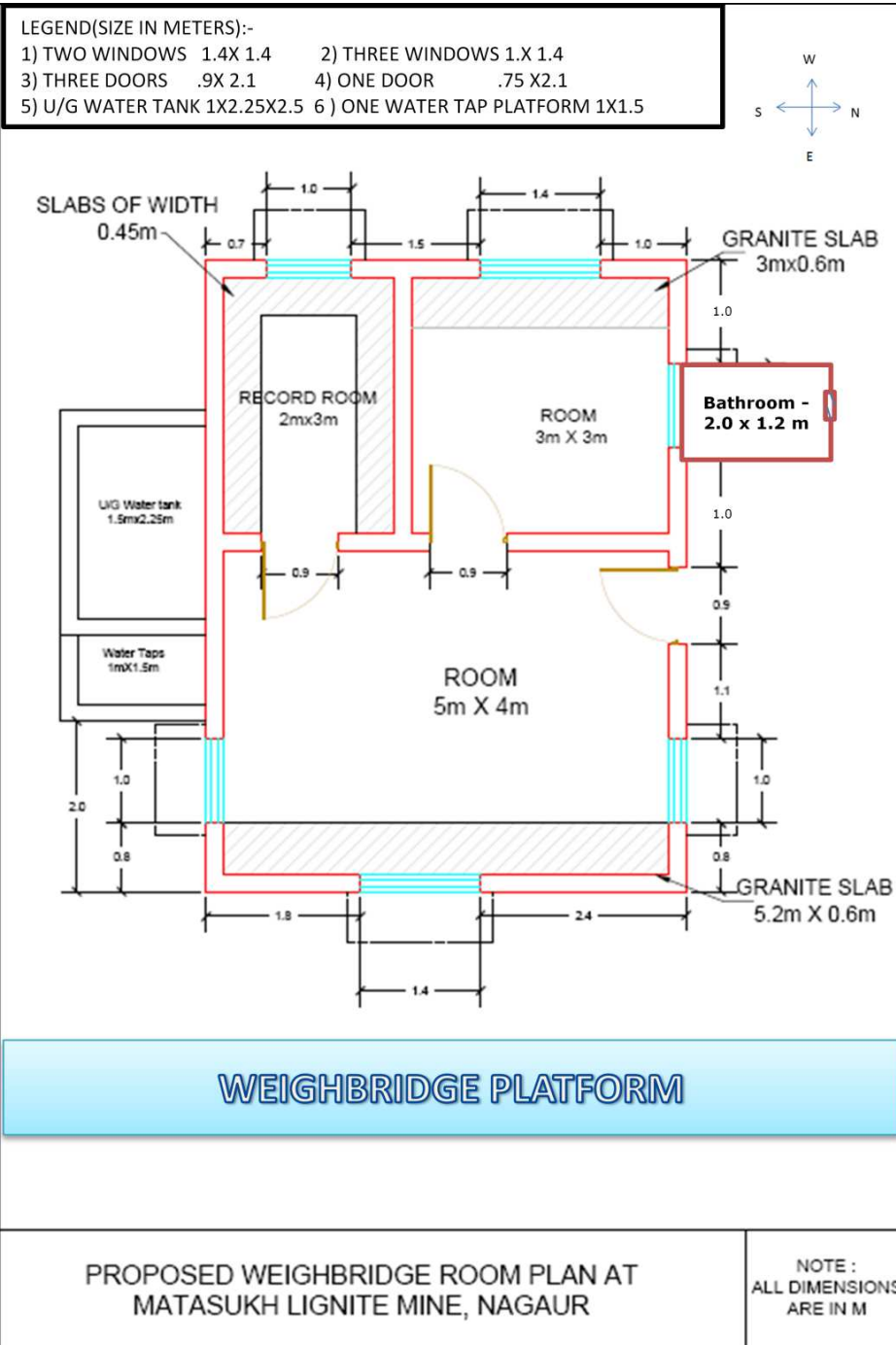
25. The tender shall provide/ arrange for extending internet/ lease line connectivity from existing WB through RF Modem/Cable. Lease line from BSNL at existing WB is already operational. Supplier shall arrange for all required equipments at its own in this regard.	
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Signature of Tenderer with official stamps

Place & Date

e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018

**DRAWING FOR CIVIL WORK**



**Annexure – VI-b****e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018 LIST OF EMPANELLED VENDORS FOR DMG**

1.	ARUSTU TECHNOLOGY PRIVATE LIMITED	9887499535	7990586879	mani_tinu@yahoo.com	-
2.	ASHOKA METAL WORKS & CO. (REGD.)	9868252255	9013355533	RAJKGUPTA55@GMAIL.COM	rachitg02@gmail.com
3.	EAGLE INDUSTRIAL AUTOMATION	9725284868	-	EAGLE.ONLINESOFTWARE@GMAIL.COM	-
4.	EMT Weighmaster Pvt Ltd	9829066590	-	weighmaster@rediffmail.com	-
5.	Eagle Digital Scale Manufacturing	9982630620	9829800161	SURESH.KUMAR.LUHARIA@RAJASTHAN.IN	Suresh.eagle1974@gmail.com
6.	HR Enterprises	7737579932	-	hiteshmenaria1989@gmail.com	-
7.	Imagic Solution	9429021206	7383354314	vijay.comp@gmail.com	imagic.sup@gmail.com

8.	JB CORPORATION	9828023683	-	JBCORPORATION214@YAHOO.COM	-
9.	JYOTI WEIGHING SYSTEMS PVT.LTD.	9350236844	-	ARJUNJWS@GMAIL.COM	-
10.	PRIME INTEGRATION	9602930721	-	programmer.anil@gmail.com	-
11.	SARWAN SCALE & SYSTEM	7014704686	9891265456	sharvanalwar@yahoo.com	vghosh2001@gmail.com
12.	Taknik Bharti	8890355118	-	hemant.adsl@gmail.com	-
13.	UDAAN LOGISURE PVT LTD	9694449191	9950324247	MANOJJANGID@RAJASTHAN.IN	logisure@gmail.com
14.	VertexPI Technology	9460202600	8619525843	GOVIND.DUBEY@RAJASTHAN.IN	govind@vertexpi.com

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**DECLARATION BY TENDERER**

I/We declare that I am/ We are /manufacturer/ Distributor/Authorised dealer in the goods/stores/equipments for which I/We have tendered.

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

Signature of tenderer with official stamp

Date:

Place:

**Annexure-VIII**

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**Details of past experience**

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

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

S. No	Name & Address of the Purchaser	Order No. & Date	Brief Description of the Weighbridge	Nos. of Weighbridge supplied
01				
02				
03				
04				
05				
06				
07				

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

Signature with Office Seal.

Place:

Date:



**Annexure - IX**

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**Format of PDF Sheet to be enclosed with BOQ for Price of Load cell suitable for offered weighbridge valid for five years after expiry of warrantee period.**

**(Not to be furnished in part-I of tender)**

Make- .....  
Type- .....  
Part no. - .....  
Capacity of Load cell- .....MT

s.n.	Description	<b>Basic price valid for five years after expiry of warrantee period</b>	<u>GST-@....%</u> (In Rs.)	Total landed price per load cell on f.o.r. destination basis
1.	<b>Load cell suitable for offered weighbridge as considered in main weighbridge offer.</b>			

Signature of tenderer with official stamp

Date:

Place:

**e TENDER NO. RSMM CO MM NIT 04 2018-19 Dated 11.05.2018**

**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 \_\_\_\_\_ having its registered office at (mention complete postal address with contact nos./mail address etc.)\_\_\_\_\_ and its head office at (mention complete postal address with contact nos./mail address etc.)\_\_\_\_\_ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act, 1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees (hereinafter called 'the company').

Whereas the Company having agreed to exempt M/s. \_\_\_\_\_ a company/partnership firm \_\_\_\_\_ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_(Rs. \_\_\_\_\_) being Contract .

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

- a)** 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.
- b)** 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. \_\_\_\_\_.
- c)** 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.
- d)** 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.

- e)** 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/Purchase Order/ or to extend time of performance by the said supplier/RC 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 and to for bear or enforce any of the terms and conditions relating to the Purchase Order/ 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.
- f)** 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 supplier/RC 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.
- g)** 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.
- h)** We, \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- i)** 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.
- j)** For the purpose of enforcing legal rights in respect of this guarantee 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 \_\_\_\_\_2018.

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

Any person participating in a procurement process shall –

- a) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- b) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with 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 B: Declaration by the Bidder regarding qualifications**

**Declaration by the Bidder**

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

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

Date: Signature of bidder

Place: Name:

Designation:

Address:

### **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is : Mines Dept, Govt. of Rajasthan

The designation and address of the Second Appellate Authority is: Finance Dept., Govt. of Rajasthan

#### **1. Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in the procurement proceedings:

Provided further that in case a Procuring Entity evaluates the technical bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2.** The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3.** If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be .

#### **4. Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a. Determination of need of procurement;
- b. Provisions limiting participation of Bidders in the Bid process;
- c. The decision of whether or not to enter into negotiations ;
- d. Cancellation of a procurement process;
- e. Applicability of the provisions of confidentiality.



**5. Form of Appeal**

- a. An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**6. Fee for filing appeal**

- a. Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**7. Procedure for disposal of appeal**

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority , as the case may be, shall –
  - i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**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 50 % of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

**3. Dividing quantities among more than one bidder at the time of award  
(In case of procurement of goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.