



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

Registered Office

C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
Fax: +91-141-2743735

GSTIN No. 08AAACR7857 H1Z0

PAN No.: AAACR7857H

Corporate Office:

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428768,63-67
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e-mail: naveengupta.rsmml@rajasthan.gov.in
website: www.rsmm.com

TENDER SCHEDULE

TO

NIT NO. RSMM/CO/MM/NIT-08/2019-20 DATED: 10.06.2019

“FOR SUPPLY OF PHILIPS MAKE LED LUMINARIES”

**LAST DATE OF SUBMISSION OF TENDER: ON 19.06.2019
UP TO 6.00 PM**

**DUE DATE OF OPEINING: ON 20.06.2019 AT
3:30 PM**

**COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS.590/-
(INCLUSIVE OF 18% GST)**

(TENDER DOCUMENT IS NON TRANSFERABLE)



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website: www.rsmm.com

TENDER NO. RSMM/CO/MM/ NIT- 08/2019-20

Dated 10.06.2019

NOTICE INVITING TENDER

Sealed tenders (in two parts i.e. Techno Commercial Part & Price Part) are invited for Supply of Philips make LED Luminaries at our Office cum Guest House at Jaipur as below-

Description	Bid Security (Rs)	Tender Document Fee (Rs.)	Due Date & Time
Supply of Philips make LED Luminaries as detailed at Annexure- VI Makes : Philips	2230/-	590/-	20.06.2019 at 3.30 p.m.

RSMML will judge the techno-commercial suitability of the offers & short list the tenderer for price bid opening on the basis of documents furnished in line with tender terms, offered technical specifications and/or the information gathered by the RSMML about the tenderer. The price bid of only techno-commercially shortlisted Tenderer(s) will be opened on a later date, which will be informed to such Tenderer(s) only. The decision of the Company shall be final and binding in this regard. The company will not entertain any correspondence on this subject.

The tenderer who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension /ban period.

The tender document (non-transferable) can be obtained from the office of FA, CO, Udaipur on the above address upto 19.06.2019 till 4.00 p.m. on payment of non-refundable tender fee of Rs. 590/- (Rupees Five hundred & ninety only) by Cash/Demand Draft / Pay Order in favour of RSMML payable at Udaipur. Alternately interested tenderer(s) may directly download the tender document from our website www.rsmm.com/<http://sppp.rajasthan.gov.in> and furnish their offer along- with the tender document fee (in a sealed envelope as prescribed at clause no. 1.2 of sec-I, failing which their offer will not be considered) on or before 19.06.2019 up to 6.00 p.m. and the part I (techno-commercial bid) of tender will be opened on 20.06.2019 at 3.30 p.m. in the presence of representative of participant tenderer(s), who may like to attend the opening. The prescribed Bid Security shall be payable by Demand Draft / Pay order in favour of RSMML payable at Udaipur alongwith part-I of tender, **without which no offer will be considered.** RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /e-mail/telegram are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt /opening of tender, to increase / decrease the quantity, to divide the quantities into more than one tenderer, to accept/reject offers on technical ground without assigning any reason(s) at its sole discretion. No claim whatsoever on these will be entertained or be admissible.

(B.S. Gupta)

GGM (MM)

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

**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries**

DUE ON 20.06.2019 AT 3.30 p.m.

The tender documents consist of following:

Section-I	General Instruction for preparation & submission of tender.
Section-II	Special Conditions of Contract.
Annexure-I	General Profile of the tenderer.
Annexure-II	Undertaking towards Non Suspension /Non Banning, GST & no condition is mentioned in Price Bid.
Annexure-III	Undertaking towards acceptance of all terms & conditions of tender and no condition mentioned in the Price Bid.
Annexure-IV	Details of taxes & Duties offered in the Price bid.
Annexure-V	Check list to Technical Specifications & Quantity.
Annexure-VI	Declaration by the tenderer towards their status.
Annexure-VII	Price Bid (Part – II of offer)
Annexure-VIII	B.G. Format
Annexure-IX	Proforma of Guarantee Bond For Bid Security
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: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER AND
GENERAL TERMS & CONDITIONS:**

- 1.1** A copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and submitted along with part –I of the offer, (no page should be detached).
- 1.2** 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. Each Envelop should be super-scribed tender no as mentioned above, Bidders name & address.
 - i) **Sealed Envelop No. 1:-** This envelop should contain DD/PO/ BG towards requisite Bid Security & DD/PO/ Copy of receipt towards tender document fee as per provisions mentioned in the tender document. Envelop should be super-

scribed Bid Security & tender document fee towards tender No. (as mentioned above).

- ii) **Sealed Envelop No. 2** : This envelop should contain Part –I: Techno-Commercial bid alongwith all supporting documents (except the Bid Security, Tender document fee & Price Bid) as asked in the tender document. This sealed envelope should be super-scribed Part – I of tender No (as mentioned above), Bidders name & address.
- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super-scribed PART – II (Price Part) of Tender No. (as mentioned above) & bidders name. No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelope 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.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, their offer will liable to be ignored. The tenderer / bidder should give a declaration with Part – 1 of the offer that they have not been banned/suspended or de-listed by RSMML in Annexure II.

1.3 DELIVERY OF TENDER:

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

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

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

- 1.4 Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/ omissions.
- 1.5 Tenders other than on the prescribed lines, form and pattern described herein are liable to be ignored as it could make comparison erroneous.
- 1.6 Printed conditions on the back of letters originating from Tenderer will be ignored.
- 1.7 **EXCEPTIONS & DEVIATIONS:** Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions & if the tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in annexure – **III** and furnished along-with part-I of the offer, without making any correction on the body of the tender documents. In the absence of it, it will be deemed as unqualified acceptance by the Tenderer to all terms and conditions contained

herein. Tenderers should mention the deviations at their risk of rejection only. Deviations mentioned anywhere else in the offer shall be ignored without any consequences to the company.

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

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

1.8 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 in respect to all factors circumstances and conditions likely to be incidental to the execution of the contract, as per the scope and conditions given herein.

1.9 AUTHORITY TO SIGN TENDER:

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

1.10 OPENING OF TENDERS:

Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorised representative who may wish to be present on 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.

1.11 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of Four months from the date of opening of tender within which period the tenderer shall have no right to withdrawn, amend, cancel or modify his offer. In case of withdrawal/amendment/ modification/ cancellation the Bid Security deposited by the Tenderer, as per clause No.1.13 hereof shall stand forfeited. The validity period may be extended for further period, 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's 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 Bid Security.

1.12 TENDER DOCUMENT FEE: The tenderer shall deposit a sum of Rs. 590/- (Rupees Five hundred & ninety only) as tender document fee along-with the tender by Demand Draft/PO. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the tender fee will not be considered. Tender fee in any manner other than DD/PO/BC will not be accepted.

1.13 BID SECURITY:

a) The tenderer shall deposit (interest free) a sum of **Rs 2230/- (Rupees Two thousand two hundred & thirty only)** as Bid Security alongwith the tender by Demand Draft/PO/in the Form of BG. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/BC/BG will not be accepted.

b) While opening of the tender, the envelope containing BID SECURITY will be

opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.

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

- i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
- ii) If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.
- iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
- iv) If the tenderer does not submit the security deposit cum performance guarantee.
- v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.

(d)The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.

(e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.

1.14 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS (except State Bank of India) Bank having its Branch at Udaipur, within 21 days from the date of LOA/PO on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual/ warranty period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to un-satisfactorily performance or non fulfilment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is 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 the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable on the date of issue of BG.
- viii) S.D. should be send to the office of GGM (MM), CO, Udaipur.

1.15 COMPENSATION FOR DELAYED COMPLETION:

In the event of the supplier fail to deliver the stores as per agreed specifications in full/part as per delivery schedule, the Company shall be entitled at its option either:

- a) to recover from the supplier as agreed compensation @ $\frac{1}{2}$ % of the value of the undelivered stores, for each week or part thereof subject to a maximum of **5%** of value of undelivered store.
 - b) to purchase from elsewhere , without notice to supplier at his risk and cost for full or undelivered part, as the case may be.
- OR
- c) to cancel the contract

In case of (b& c) Company will be empowered to purchase the stores which are readily available to meet his requirements, irrespective of the fact whether these are similar or not.

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

If at any time before the commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the LOA/RC, 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.

1.17 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 such default/breach within 10 days. Failure to rectify such default/ breach may result in termination of the Purchase Order and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ 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.

1.18 FORCE MAJEURE: If 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 (hereinafter referred to 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.

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

For Rajasthan State Mines & Minerals Limited

(B.S. Gupta)
GGM(MM)

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 in Toto.

Signature of Tenderer with official stamps

Place:

Date:

Section II: SPECIAL CONDITIONS OF CONTRACT (SCC)

2.1 SPECIFICATIONS & QUANTITY:

The specifications & quantity of LED Luminaries are mentioned in Annexure - VI. The supply is required at our Registered Office, C-89-90, Lal Kothi Scheme, Janpath, Jaipur on f.o.r. destination basis.

RSMMML at its sole discretion may place the repeat order for 50% quantity of total ordered quantity/ volume on same rate & other terms & conditions.

2.2 DELIVERY PERIOD: Tenderer is to offer minimum possible delivery period for supply of items.

2.3 SCOPE OF SUPPLY:

- a) The Scope of Supply shall be the delivery of stores by the supplier as per tender in accordance with the agreed specification Term and conditions of the Tender.
- b) The supplier shall be deemed to have carefully examined and have knowledge of the general and other conditions, schedules, drawings and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the stores to be delivered under the contract.
- c) The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the drawings, specification data etc.

2.4 RATES:

- i) The rates should be quoted in Annexure – “VII” appended hereto. The quoted rate shall remain firm & fixed till the complete execution of the contract and on f.o.r. destination basis inclusive of Packing & Forwarding, freight, Insurance and any other delivery charges up to destination. No escalation except as mentioned in price variation clause, on whatsoever ground will be admissible. The price quoted should be both in figures and words. In case of any discrepancy between the figures and words, the lower of the two shall be taken as the quoted price.
- ii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated.
- iii) The charges towards duties, taxes, levies or any other charges as applicable for the supply of ordered store must be stated specifically. Applicable GST on Transportation, Insurance & any other charges, if applicable should also be considered & offered while filling GST charges (IGST/CGST/SGST) in Annexure-VII. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.
- iv) The prices quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.

2.5 DETERMINATION OF LOWEST BIDDER:

The lowest tenderer will be determined for each item separately on the basis of total calculated landed cost at our Office, Jaipur including the basic price, Freight, Insurance charges and any other delivery charges etc. up to destination except GST and giving effect of direct/indirect tax/duties/levies imposed by Govt.

of Rajasthan /Central Govt.

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-tender, or company may take any other suitable action as deemed fit looking to the exigency of the work.

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

2.6 PRICE VARIATION:

The quoted price should remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government will be considered on production of documentary proof. No escalation/variation on any other grounds whatsoever shall be considered or be admissible.

- i. **Escalation / de- escalation on Government Taxes & Duties:** The tenderer will indicate in his offer the applicable Taxes & duties at the time of submission of tender. In the event of any increase/decrease in the Taxes & duties by the Government, the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The subsequent increase shall be payable only on the production of authentic documentary proof by the tenderer.
- 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.
- 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."

2.7 DELIVERY TERMS:

On 'Door delivery' basis at our Registered Office, Jaipur.

2.8 CONSIGNEE: The Consignee is:

DGM(Marketing)
Or his authorised representative
Registered Office, RSMM Ltd.
C-89-90, Lal Kothi Scheme, Janpath,
Jaipur-302 019.

2.9 INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the order.
- ii) The 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 shall be furnished by the tenderer to the inspector at no charge.
- iii) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- iv) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

2.10 QUALITY OF ITEMS & STANDARD APPLICABLE WARRANTY:

- i) The tenderer shall warrant that the items supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- ii) The items 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.
- iii) The tenderer shall furnish the guarantee/warranty Certificate of the item along-with supply. Minimum guarantee/warranty for LED Luminaries will be five years. This warranty shall survive inspection and acceptance of the goods.
- iv) 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 by the tenderer at site free of cost within 30 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 tenderer and the cost for such collection will have to be borne by the tenderer.

2.11 TERMS OF PAYMENT & PAYING AUTHORITY :

- i) 100% Payment within 30 days after receipt and acceptance of stores by consignee.
- 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 Financial Advisor, RSMML., CO, Udaipur
- iii) Payment will be made through RTGS/NEFT.

2.12 SUPPORTING DOCUMENTS:

Tenderer should furnish the following supporting documents alongwith the offer:

- i) Copy of one set of tender document, duly signed in token of acceptance of terms & conditions of tender.
- ii) Tender Fee & Bid Security.
- iii) Product catalogue & technical details of product offered.
- iv) PAN No. & GSTIN No.
- v) Supporting documents towards tenderer's status.
- vi) Duly filled Annexure I to VII alongwith part-I of tender document and Annexure-VIII (Price-Bid) Part-II.
- vii) Duly filled, sealed & signed copies of Annexures A, B,C & D.
- viii) Form A & B.

2.13 RSMML RIGHTS: The Company reserves the right:

- i) to reject any or all the tenders received.
- ii) to accept a tender either for the total number of items or part thereof.
- iii) not to accept the lowest tender.
- iv) to cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- v) accept/ not to accept offers based on technical details furnished by the tenderers.
- viii) to increase/decrease the quantity.

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

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
GGM (MM)

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

Signature with Office Seal of the tenderer.

Place & Date

Annexure-I**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries****GENERAL PROFILE OF TENDERER**

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

1.	Name & address of the tenderer: Telephone No.: Fax No.: e-mail:			
2	Status of Tenderer i.e. Manufacture/ Authorised Dealer/ Bonafied Dealer/			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years (in lacs)	2018-19	2017-18	2016-17
6	PAN No.			
7	GSTIN No.			
8	HSN Code of offered items			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: Name Branch No. Address			
11	Bank Account No.			

12	Type of A/c :Saving / Current/CC/ any other	
13	IFSC code	
14	Any other important information related to the tender requirement	
15	Offered Delivery Period for supply of material	

Signature of tenderer with official stamp

Date :

Place :

**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries**

DECLARATION OF NON SUSPENSION/NON BANNING/GST

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

Name of the Tenderer: _____

- i) We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.
- ii) 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."
- iii) We undertake that we have not mentioned any condition in the price-bid.

Signature of Tenderer with official stamp

Place:

Date:

**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries**

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

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

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.

Signature of tenderer with official stamp

Date:
Place:

**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries**

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

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

Name of Tenderer_____

Particulars	% Rate considered in price bid
CGST @	@.....%
SGST @	@.....%
IGST @	@.....%
GST on Transportation, Insurance & any other delivery charges up to destination.	@.....%

Signature of tenderer with official stamp

Date:

Place:

Annexure – V

**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries**

CHECK LIST TO SPECIFICATIONS
(To be submitted alongwith part – I of the offer)

Name of Tenderer _____

Makes: Philips

S. N	Description/ Specifications	Approx. Qty. in Nos.	Name of Offered make	Agreed/Deviation, if any
1	Philips make CoreLine Surface Mounted Ceiling LED Panel: 24” SM134V LED37S/830 PSU W60L60 NOC	14 nos.		
2	Philips make CoreLine Slim Down Light Surface Mounted Ceiling LED Panel: 9” DN135C LED20S/840 PSU II WH	15 nos.		
3	Philips make LED Tubelights	12 nos.		

Signature of Tenderer with official stamps

Place & Date.

**TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of
LED Luminaries**

DECLARATION BY TENDERER

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

I/We declare that I am/ We are bonafide/manufacturer/Whole Sellers/ Sole distributor/Authorised dealer/dealers/ Sole selling/ Marketing agent 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 - VII**PART II PRICE BID**

(To be given in separate sealed cover)

TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of LED Luminaries

Name of the bidder _____

S No.	Description/ Specifications	App rox. Qty. in Nos.	Offered make	Basic Price per No. (Rs)	Packing, forwarding, freight & any other delivery charge upto destination	IGST @	CGST@	SGST @	Total f.o.r. destination price Rs. / No.	Total f.o.r. destination price for total quantity
1	Philips make Surface Mounted Ceiling LED Panel: 24" As per Annexure-VI	14 nos.								
2	Philips make Surface Mounted Ceiling LED Panel: 9" As per Annexure-VI	15 nos.								
3	Philips make LED Tubelights As per Annexure-VI	12 nos.								

Signature of Tenderer with official stamps

Place ;

Date :

Annexure-VIII

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 BG issuing Banker :

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

Contact details of Banker's local branch at Udaipur :

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

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

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

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

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.

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. _____.

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.

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.

We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

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

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.

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

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.

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 _____ 2019.

TENDER NO. RSMM/CO/MM/NIT-08/2019-20 Dated: 10.06.2019 for Supply of LED Luminaries

PROFORMA OF GUARANTEE BOND FOR BID SECURITY

(To be issued by any Public Sector (except SBI)/ICICI/Axis/HDFC Bank having its Branch at Udaipur on non-judicial stamp paper of appropriate value)

B.G. No. _____ Dated _____

This Deed of Guarantee made between _____ a Public Sector (except SBI) /ICICI/Axis/HDFC Bank, having its registered office at _____ and its head office at _____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/ Bank) & Rajasthan State Mines & Minerals Limited, a Company incorporated and registered under the Indian Companies Act, 1956, having its registered office at 89-90, Janpath, Lal Kothi, Jaipur and Corporate Office at 4 Meera Marg, Udaipur 313004, Rajasthan, and wherever its context so required includes its successors and assignees (hereinafter called 'the Company').

Whereas the company having agreed to furnish BG for Bid Security from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of e-Tender No. RSMM/CO/MM/NIT-08/2019-20 Dated 10.06.2019 (hereinafter called 'the said Tender) of Bid Security Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Tenderer to stand as surety for payment of Rs. lacs as Bid Security deposit to the company subject to the following conditions.

- (i) We, _____ (Bank) do hereby undertake to pay to the company an 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 Tenderer of any of the terms and /or conditions contained in the Agreement (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).
- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer 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 tenderer of any of the terms and condition contained in the said tender by reason of the said tenderer's failure to keep the said tender open. 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. -----
- (iii) We, _____ (bank) further agree that the guarantee here in above contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by

the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (should not be less than six months) the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GGM(MM.) shall be deemed to be sufficient demand under this guarantee.

- (iv) 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 Tenderer 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 Tenderer 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 Tenderer
- (v) 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 tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer 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 of amount not exceeding Rs. ----- is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Bid Security Deposit /guarantee / promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (viii) 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.
- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along 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 being issued on non-judicial stamp of Rs..... as per Stamp Act Prevailing in the state of Rajasthan, executed on this date ____ of _____, 2019.

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

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

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

Annexure B : Declaration by the Bidder regarding qualifications Declaration by the Bidder

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

I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

1. 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;
2. 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;
3. 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;
4. 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 there under, 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.