

(A Govt. of Rajasthan Enterprise)

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

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CIN No.: U14109RJ1949SGC000505

PAN No: AAACR7857H GSTIN No. 08AAACR7857 H1Z0 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

#### TENDER DOCUMENT

TO

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

s.n.	Description	Date	Time
1	Bid Submission Start Date	30.07.2019	10.00 a.m.
2	Bid Submission Closing Date	07.08.2019	6.00 p.m.
3	Techno-Commercial Bid Opening Date	08.08.2019	3.30 p.m.
4	Submission Demand Draft / Bankers cheque/ Bank Pay Orders of Tender Document Fee, Processing Fees and Bid Security	07.08.2019	Upto 6.00 p.m.
5	Price Bid Opening Date	Will be intimated techno-commercially	later on to the qualified bidders
6	Websites for downloading tender documents/ corrigendum etc.	www.rsmm.com, http://eproc.rajastha http://sppp.rajastha	
7	Website for submission of tender/bid (only online)	http://eproc.rajastha	an.gov.in
9	Tender Document Fees	Rs. 1180/- (Inclusiv favour of "Rajastha Minerals Limited" pa	n State Mines &
10	RISL Processing Fees	Rs. 500/- in favour of payable at Jaipur	f "MD RISL"
11	Bid Security	Rs. 60,000/- in fav State Mines & M 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.
SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 100 MT CAPACITY, 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT SANU LIMESTORE MINES, JAISALMER AND IT'S AMC FOR FIVE YEARS.	One No.

For more details, visit us on web site <a href="www.rsmm.com">www.eproc.rajasthan.gov.in</a>, <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>, or contact Sr. Manager (MM) at the above address.

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

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SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF 100 MT CAPACITY, 18X3 PLATFORM SIZE PITLESS FULLY ELECTRONIC LORRY WEIGHBRIDGE AT SANU LIMESTORE MINES, JAISALMER 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-a, b, c & d	Check-list to technical specification and scope of work and other related details/drawings						
Annexure-VII	Declaration by tenderer						
Annexure- VIII	Details of Past Experience						
Annexure- IX	Proforma of Guarantee Bond For Bid Security						
Annexure- X	B.G. for Security Deposit						
Annexure-A	Compliance with the Code of Integrity and No Conflict of Interest.						
Annexure-B	Declaration by the Bidder regarding Qualifications.						
Annexure-C	Grievance Redressal during Procurement Process and Form No. 1.						
Annexure-D	Additional Conditions of Contract.						
Form-A	Format of Application by MSME for Purchase Preference in Procurement of Goods						
Form-B	Format of Affidavit						

#### **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. <u>www.eproc.rajasthan.gov.in</u>. No physical/offline Tender/bid shall be accepted.
- ii) The **Tender document fee** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order 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.
- iii) The **Bid Security** shall be in the form of Demand Draft / Bankers Cheque/ Bank Pay Order / bank Guarantee 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) The Processing Fee shall be in the form of Demand Draft / Banker Cheque drawan 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,. 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 technocommercial and financial bid, however DD/Banker Cheque/BG 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 /BG towards Tender document Fees, Bid Security and processing fees.
- ii) Authorisation in favour of a person signing tender document.
- iii) 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.
- iv) Registration details as per MSMED Act, 2006 as per annexure-IV.
- v) Details of taxes & duties offered in price bid as per annexure-V.
- vi) Details of the offices from where after sales services will be provided by the manufacturer at site. Incase the tenderer proposes to develop any additional sales service center at Jaisalmer, those also be detailed.

#### **COVER-B**

- vii) Check-list to technical specifications, civil work etc. of offered weighbridge & other details as per annexure-VI, a, b, c & d.
- viii) Declaration as per annexure-VII. 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.
- ix) Declaration as per annexure-VIII alongwith copies of PO / performance certificate for supply & installation of 100 MT capacity weigh bridge or higher capacity as per pre-qualification criteria of tender.

- x) Detailed specifications and illustrated catalogue and specific technical information about the offered equipment alongwith general arrangement drawing, plan of foundation, other required drawings etc.
- xi) List of standard tools & accessories offered free of cost along with the equipment.
- xii) Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.
- xiii) Form A and B.

#### **COVER-C**

#### · Price Bid in xls format.

#### 2.0 SUBMISSION & OPENING OF TENDERS:

The online submission of bids on the e-procurement portal i.e. <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> 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/BG 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/ in the form of BG(as per attached Annexure- IX) payable to RSMML, Udaipur.
- b) Further, tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 500/- towards processing fees by Demand Draft / Bankers Cheque/ Bank Pay Orders 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 will not be accepted.

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 / BG(for bid security) 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 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.

#### 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 and Jodhpur/Jaisalmer(as the case may be), 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) Incase 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 send to the office of GGM(MM), CO for Supply, Installation & Commissioning of weighbridge and to H&I(SBU-LS) for annual maintenance contract of weighbridge.

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

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State 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.
- (B) 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.

Except above, 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.

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

i) Specification and scope of work for Supply, Installation, Commissioning & Testing of pitless type fully electronic lorry weighbridge of 100 MT capacity, 18x3 platform size at Sanu Limestore Mines, Jaisalmer and it's AMC for five years. The detailed technical details of the weighbridge are mentioned as Annexure- VI-a,b,c & d. Mine is situated about 55 kms from Jaisalmer city on Jaisalmer -Ramgarh 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 at any point of time.

- ii) Price for one no. additional Load cell suitable for offered weighbridge is also be quoted in BOQ. This price of load cell will be valid for five years after expiry of warrantee period. Details of offered load cell is to be mentioned in Annexure-VI.
- iii) 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.
- iv) After completion of guarantee/warrantee period of one year as per clause no. 15.0, 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 & Testing work of the equipment at site. The tenderer shall depute qualified and competent technical & other staff to supervise, install, commission and test 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. 2016-17, 2017-18 & 2018-19.

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 H&I, SBU-PC (LS) or his authorized officer. RSMM Ltd, Jaisalmer

#### 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 scope of work or part thereof & 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 as per work requirement.
- g) to procure or not procure the additional one no. load cell.

The decision of the Company in above regards shall be final and biding 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 on this account at any point of time.
- iii) Tenderer is also requested to quote the AMC charges (including all repair & supply of all types of spares & components related to the weighbridge only except load cells & Batteries) for a period of 5 years after completion of warranty period of one year as per clause no. 15.0. 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 type Fully Electronic Lorry Weighbridge as per scope of work all other allied works and terms & conditions mentioned in tender (except civil work component and Installation, Commissioning and Testing charges).
  - 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** Price for supply of 1 No. Load Cell additionally required by RSMML. This price of load cell will be valid for five years after expiry of warrantee period.

- e. Row no. 5- 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.
- f. **Row no. 6-** Annual maintenance Charges for 2nd 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 3<sup>rd</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 4<sup>th</sup> year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
- i. **Row no. 9-** Annual maintenance Charges for 5th year. AMC charges is discounted @ 12% (Twelve percent) per annum for calculation of outgo on NPV basis.
- 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.
- 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. Defect liability period for civil work will be 12 months.

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, AMC, one no. additionally required load cell etc. which includes basic price, all taxes & duties, transportation, insurance & any other delivery charges etc. upto destination (EXCEPT GST).
- b) 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.
- c) 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.

#### d) 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.
- e) 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 while handing over the equipment to RSMML. 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.
- 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 warrantee or other obligations under this contract.

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

# a) <u>For supply, installation & successful commissioning of</u> weighbridges-

90% payment within 45 days from the date of completion of work i.r. 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 statuary taxes wherever applicable.

#### 22.0 ANNUAL MAINTENANCE CONTRACT (AMC) OF WEIGHBRIDGE ONLY:

Tenderer are requested to quote the rate AMC for a period of 5 years after completion of warranty period of one year as per clause no. 15.0 of tender. 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 weighbridgses 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 & supply of all type spares, components etc related to the weighbridge **except load cells & Batteries.** 

Any breakdown call shall be attended by the supplier within a period of 48 hours of reporting of problem otherwise compensation @1% (One percent) per day of AMC value, subject to a maximum of 50% of the AMC value, shall be recovered from the AMC payments.

#### 23.0 COMPENSATION FOR DELAYED DELIVERY:

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

- 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.

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

#### 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 Edision 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\_10\_2019-20 Dated 18.07.2019 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	2017-18	2018-19
7	PAN No.			<u>I</u>
8	GSTIN No.			

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

Signature of tenderer with official stamp

Date & Place:

## 

# UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

		TENDER	
Name o	f Tenderer		
	firm that all t	the terms & conditions of te	ender is acceptable to us
conside to the c that the condition	red unavoidab leviations in the e tenderer is r	tle. In case the tenderer does ne below format & furnish it b not offering/ putting any dev hould mention the deviation	ons to the tender conditions, if not mention any information plank then it will be presumed iations to the tender terms & s, if any, at their own risk of
Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation
-		or may not accept the devia No claim on this will be enter	
y other d cepted. F	locument fur	nished in support of tende not entertain any claim o	oned any where else (i.e. in er will not be considered & of the tenderer on offered
		Signature	of tenderer with official stamp
Date:			
Place:			

## 

## UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING / GST/ LICENCES.

	Name of the Tenderer:				
a)	We hereby declare that we have not been banned/suspended or de-listed by RSMML or any other procuring entity 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."				
c)	We undertake that we are possessing valid licenses from W&M Department towards selling, repairing or servicing of weighbridges and also having registration/approvals of offered equipment.				
	Signature of Tenderer with official stamp				
Place:					
Date:					

# e TENDER NO. RSMM CO MM NIT 10 2019-20 Dated 18.07.2019 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 under MSME having entrepreneurship no
	Signature of tenderer with official stamp

Date: Place:

### 

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

Name of Tenderer		
_		

	% Rate	% Rate considered	% Rate	% Rate
Particulars	considered in	in price bid for	considered in	considered in
	price bid for	Installation,	price bid for	price bid for
	supply of	commissioning &	Civil work in	AMC charges in
	equipment &	Testing of	row no. 3 of	row no. 5-9 of
	Load Cell in row	equipment in row	BOQ	BOQ
	no. 1&4 of BOQ	no. 2 of BOQ		
CGST	@%	@%	<i>@</i> %	@%
SGST	<i>@</i> %	<i>@</i> %	<i>@</i> %	@%
IGST	@%	<i>@</i> %	@%	<i>@</i> %
O OW		0/	0, 0,	
GST on	@%	<i>@</i> %	<i>@</i> %	@%
transportation				
	1		1	

S	ıgnature	ot	tend	lerer	with	official	stamp
---	----------	----	------	-------	------	----------	-------

Date:			
Place:			

## e\_TENDER NO. RSMM CO MM NIT 10 2019-20 Dated 18.07.2019 Check list to Technical specifications of weighbridge

1.0 Detailed scope of work

Description	Agreed/Deviation, if any. Please tick
Description	,
	against each column towards acceptance.
1 01	
1. Supply, installation & commissioning including	
civil construction work for weighbridge by the	
supplier on turn-key basis in accordance with	
agreed specification, terms & condition along with	
05 (Five) Year AMC basis	
2. Supplier will provide engineering drawings, data,	
maintenance & operational manuals etc.	
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 along with weighbridge room, Toilet	
cum bathroom & Water cooler room, under ground	
water tank etc as per drawings at annexure-vi,a & b.	
water tank etc as per drawings at annexare vi,a & s.	
4. Supplier will supply & install one computer system 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-10. Necessary network LAN/	
WIFI connectivity & equipments (such as LAN cables,	
POE Switch etc.) shall also be provided with computer.	
5. Supplier will supply & install 1Nos. of Laser jet printer	
of CANON Make Model: LBP 2900B.	
6 Cumplians will sumply 9 install one nos 0 VVA	
6. Suppliers will supply & install one nos. 2 KVA	
capacity online UPS alongwith battery having 08	
Hrs. back-up of reputed make for computers.	
7 01:111-0 :	
7. Suppliers will supply & install one inverter of Su-	
kam/Luminous/ Microtek/ Exide/Amron/APC	
make of 2 KVA alongwith batteries (batteries shall	
be maintenance free type having warranty period of	
full three year) for 8 Hr backup for weighbridge	
room. Supplier will provide warranty card of	
batteries.	
8. Suppliers will supply & install 1.5 TON Split AC, 3	
star of reputed company make such as Voltas/	
LLOYD/ Hitachi/ Diakin along with voltage	
stabilizers of reputed make like V- Guard,	
Luminous, Microtek.	
Lummous, Microtek.	

9. Suppliers will be entirely responsible for the performance of the contract in all respects according to the intent meaning of the specification data.	
10. Supplier will deploy their technical team, skilled, semi-skilled & un-skilled labour for the installation & testing, commissioning of the weighbridge at site including execution of civil work.	
11. The weighbridge to be supplied by supplier should be verified & stamped by the Weight & measurement Department (Dept. Of meteorology) after commissioning of weighbridge at site as per prevailing guidelines, if any.	
12. 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 enforced time to time.	
13. Supplier will be responsible for safety & security of all Man power, Material, Machinery etc. deployed by them at site execution of work as per tender.	
14. Supplier will depute qualified and competent technical & other staff to supervise, install and commissioning of the equipment free of cost for suitable man days & for test day running as well as training in operation and maintenance of the equipment of site.	
15.Company has its own weighment software (provided by E-connect), so weighbridge & its digital weight indicator shall be compatible with existing weighment software.	
16. 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.	

# 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.

SN	Particulars	Specification	Agreed/Deviation, if any. Please tick against each column towards acceptance.
Mec	hanical Part		
1	Machine Type	Pitless type Fully Electronic Weighbridge	
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/JINDAL	
6	Details of Joist	Make- SAIL/TISCO /JINDAL, 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/JINDAL, 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 or as per requirement	
9	Foundation Bolt & other Nut-Bolt	Mild Steel or as per requirement	
10	Total weight of weighbridge	Minimum 13.5 MT	

11	Specification of the Electr	ronics system		
a	Type of Display	Digital Weight indicator to be interfaced with P.C., weight indicator shall be compatible with company's software (using for the purpose).		
b	Communication Port	RS 232 for computer interfacing/ any other converter cable for transfer of weight from indicator to weighment software.		
С	Display Size	24 mm (Min.)		
d	Date & Time	Real time clock should be available		
е	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		
12	Make and rating of batteries	1. 02 numbers of 200A.H. capacity Exide make batteries or any other reputed make like Luminous/Amaron/Oka ya/SF/Lucas/ Prestolite		
13	Details of Load cell			
а	Make	OIML Approved of reputed make	Mention make & model of offered load cell-	
b	Total Nos.	08 Nos. of 40 MT or above capacity		

С	Capacity	Matching to platform size of 18x3 and loading capacity of 100 MT.	Mention the capacity of offered load cell-
d	Туре	Compression type, Multi Column	
е	Excitation Voltage		
f	Over Load Capacity (Without affecting performance)		
g	Over Load Capacity (Ultimate)	Matching to platform size of	
h	Temperature Range	18x3 and weighing capacity of 100 MT and	
i	Zero Balance	also matching with type/make of load cell	
j	Insulation Resistance (Min.)	type/ make of load cen	
k	Nominal Output		
1	Non Linearity		
m	Hysteresis	Matching to platform size of	
n	Creep	18x3 and weighing	
О	Repeatability	capacity of 100 MT and also matching with	
р	Terminal Input Resistance	type/make of load cell	
q	Terminal Output Resistance		
r	Environmental protection class	ss (IP 68)	

# 3.0 Civil work related to Weighbridge Foundations, Bottom work, Ramp etc of the weighbridge:

Sl. No.	Description	Agreed/Deviation, if any.  Please tick against each		
		column towards		
1	Tenderer will undertake the civil work as per standard procedure/manner at site, also considering the location & soil bearing capacity & as per standard drawing & design of offered equipment. The related drawing & design should be submitted at site before commissioning/starting the civil work.			
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.			

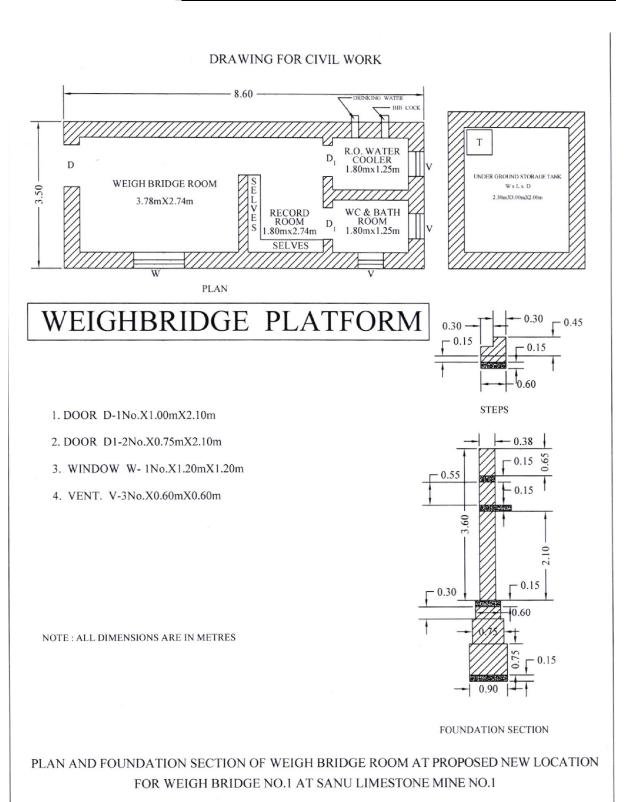
# 4.0 CIVIL WORK FOR CONSTRUCTION OF WEIGHBRIDGE ROOM, TOILET CUM BATHROOM, WATER COOLER ROOM, UNDER-GROUND WATER TANK ETC.

Specification		Agreed/Deviation, if any.  Please tick against each column towards acceptance.
1.	Tenderer will construct weighbridge room, toilet cum bathroom & water cooler room with all required facilities as per drawing at Annexure-VI,a,b and G-schedule at annexure-VI,c.	
2.	All civil work shall be executed as per standard PWD specifications and shall have a defect liability period of 12 months from the date of completion/handover.	
3.	Electrical installation (wiring, fittings, cabling with MCB) in room, toilet and bathroom and earthing pit as per standard for weighbridge.	
4.	Supply and installation of 2 Nos. of lightening arrester.	
5.	Construction of underground water storage tank 15000 lit. capacity (2.5mX3mX2m) as per annexure-VI,b and G-schedule at annexure-VI,d.	

Signature of Tenderer with official stamps

Place & Date

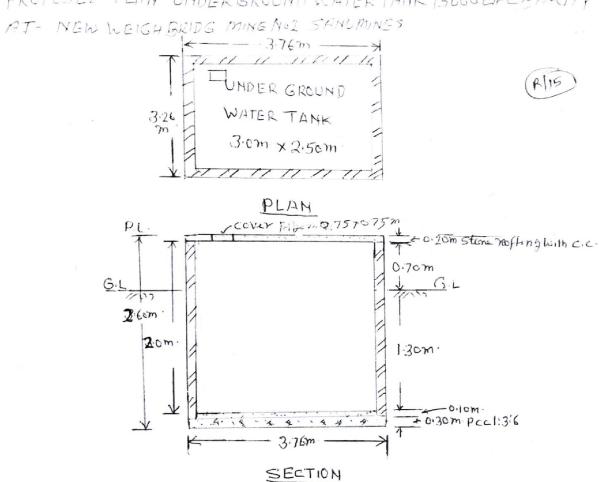
#### Annexure - VI-a e\_TENDER NO. RSMM \_CO\_MM\_NIT\_10\_2019-20 Dated 18.07.19



#### Annexure - VI-b

#### DRAWING FOR UNDERGROUND WATER TANK

PROPOSED PLAN UNDER GROUND WATER TANK 15000 LACEMONTY



## Annexure - VI-c

## 

		Details of Civil construction work of Weigh-bridge roo Limestone Mines No. 1 , Distt.Jaisalmer	om at S	anu	
S. No.		(Based on PWD BSR (Building) 2018 Items Jaisalmer Distt.			
	BSR Ref	Particulars	Qty	Unit	
1	Chapter B- 1/ 1.7.1	Earth work in excavation/ by mechanical means (Hydraulic Excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sum on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed:	38.15	cum	
		Oridinary Rock			
2	Chapter B- 3/3.2.7	Providing and laying in position cement concrete including curing compaction etc. of specified grade excluding the cost of centering and shuttering =All up to plinth leve	5.30	cum	
		1:4:8 (1Cement :4 Course Sand :8 Graded stone aggregate 40 mm nominal size			
3	Chapter B-6 /6.1.7	Random Rubble stone masonary for foundation and plinth in Cement Sand Mortar above 30 Cm. thick wall in :	30.34	cum	
		Cement Mortar 1:6 (1-Cement:6-Sand).			
4	Chapter B-6 /6.2.7	Random Rubble stone masonary for superstructure above plinth level one storey height above 30 Cm. thick walls in :	26.89	cum	
		Cement Mortar 1:6 (1-Cement:6-Sand).			
5	Chapter B-6 /6.4.1	Extra for facing as per design and detailed specifications including additional cost of stones over item No. 6.1 & 6.2 for :	90.30	sqm	
		Course rubble facing First Sort.	1		
6	Chapter B-6 /6.4.2	Extra for facing as per design and detailed specifications including additional cost of stones over item No. 6.1 & 6.2 for :	72.10	sqm	
		Course rubble facing Second Sort.	1		
7	Chapter B-4 /4.1.2	Providing and laying in position specified grade of reinforced cement concrete including curing compaction finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good the joints excluding the cost of centering, shuttering and reinforcement. All work up to plinth level:	2.62	cum	
		Walls (any thickness) including attached pilasters, buttresses, plinth and string course.			

8	Chapter B-4 /4.3.1	Reinforced cement concrete work in beams, suspended floors, roofs, girders having slopes up to 150, landings, balconies, shelves, chajjas, lintels, bands, plain windows sills, staircases and spiral staircases, up to floor three level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1-Cement:3-coarse sand) and making good and joints excluding the cost of centering, shuttering and reinforcement:	7.59	cum
		1:1.5:3 (1-Cement:1.5 coarse sand:3-graded stone aggregate 20 mm nominal size).		
9	Chapter B-4 /4.12.1	Centering and shuttering with plywood or steel sheets including strutting, propping, bracing both ways with wooden members and removal of formwork for superstructure up to 4.5 mtr above plinth, for:	27.10	cum
		Walls (any thickness) including attached pilasters, buttresses, plinth and string course.		
10	Chapter B-4 /4.12.2	Centering and shuttering with plywood or steel sheets including strutting, propping, bracing both ways with wooden members and removal of formwork for superstructure up to 4.5 mtr above plinth, for:	27.82	sqm
		Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping, bed plates, anchor blocks, sills, chhajjas lintel, beam etc.		
11	Chapter B-4 /4.13.4	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor three level.	1021.00	Kgs
		Tremo Mechanically treated bars	1	
12	Chapter B-5 /5.10.2	Brick work in partition in super structure up to third storey 7 Cm. thick (brick on edges) using bricks of class designation 75 with nominal hoop rainforcement (2 Nos 6mm MS bar) at every fourth course in	3.71	sqm
		Cement mortar 1:4 (1-Cement:4-coarse sand).		
13	Chapter B- 12 /12.8.1	Plaster on new surface on walls in cement sand mortar 1:4 including raking of joints etc. complete fine finish:	136.91	sqm
		25 mm thick.	1	
14	Chapter B- 12 /12.36.4	Pointing on stone masonary in cement sand mortar 1:3 (1-Cement:3-Sand):	90.30	sqm
		Deep grooved pointing		

15	Chapter B- 11 /11.3.4	Providing and laying open graded premix carpet 20mm thick (compacted) on prepared surface in a single course as wearing course aggregates as per Table 500-23, heating bituminous binder @ 14.6 Kg/10 Sqm. and aggregates in Hot Mix Plant, transporting the mixed material with tipper and laying with paver finisher to the required level and grade, rolling with power roller, 8-10 tonne but excluding cost of tack and seal coat with all leads of mixed material.[MORTH Specification: Clause 510,112]  75 mm thick with 20 mm thick nominal size aggregate.	21.39	sqm
16	Chapter B- 11 /11.3.5	Cement concrete flooring grade 1:2:4 (1-Cement:2-Coarse sand:4-graded stone aggregate) rounding off edges etc. but excluding the cost of nosing of steps etc. complete:  Add extra if finished with a floating coat of neat cement including cement slurry, making of lines or grooves etc. complete.	18.96	sqm
17	Chapter B-9 /9.49	Supplying and fixing of steel doors, with frame of hollow metal pressed section 105x60mm as per I.S.I. 1.25 mm thick with double sheet shutter 1.00 mm thick M.S. sheet to spot welded and embossed with rib type design on both sides, front side vertical and back side horizontal and spot welded including hold fasts of (15x3mm), M.S. oxidized fittings such as butt hinges sliding doors bolts, handles, tower bolts etc. complete in all respects as per drawing and specifications including applying priming coat of approved steel primer.	6.83	sqm
18	Chapter B-9 /9.54.2	Providing and fixing steel glazed window frame made out of 80x40 mm hollow sheet section of 16 gauge thickness, joint mitred welded and grinded including hold fast of steel lugs 13mm x 3mm and 15 Cm. long embedded in C.C. block 15x10x10 Cm. of 1:3:6 nominal concrete and including fixing of pivoted hinges of superior quality, window shutters made out of 55x20mm hollow steel section 15 mm paitam of 18 gauge thickness, joint mitred and grinded including 10mm x 10mm square bars welded to frame for paitam fixing float glass 4 mm thick panes with glazing clips and metal sash putty and fixing of shutters frames peg stay, U shape handle 100 mm long, tower bolts 100 mm long of steel power coated superior quality including fixing and jointing with frame hinges priming coat with steel primer complete in all respect as per direction of Engineer-in-charge.	1.98	sqm
19	Chapter B-9	Painting with ready mix paint of approved brand and manufacture	17.61	sqm
	/12.56.1	in all shades to give an even shade :  New steel work (two or more coats).		

20	Chapter B-9 /12.51.1	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding:  New work (two or more coats) over and including scrapping and	118.42	sqm
		priming coat with cement primer.		
21	Chapter B-7 /7.4	Providing and fixing Ist quality MAT finished ceremic tile size 300x300mm confirming to IS: 13753 colour such as white, grey, ivory, fume red brown in walls, floors, steps, pillars etc. laid on a bed of neat cement slsurry including nicely finished joints using water proof joint filler power (Untile or Roffe make) and finishing with flush pointing in white cement mixed with pigment to match the shade of tile complete (excluding the cost of cement plaster).	2.26	sqm
22	Chapter B-7 /7.3	Providing and fixing 1st quality standard white, grey, ivory, fume red brown, light green, light blue and other light shades glazed tiles confirming to IS: 13753 & IS:15622 of size 200mm x 300mm in walls, steps, pillars etc. laid on a bed of neat cement slurry finished with flush pointing in the white cement mixed with pigment to match the shade of the tile complete (excluding the cost of cement plaster on walls and pillar). Category-I: Approved make	25.66	sqm
23	Chapter B-3 /3.3.2	Providing and laying cement concrete including curing, compaction etc. complete in retaining walls, return walls (any thickness) including attached pilasters, coloumns, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, plain window sills, fillets etc up to floor three level excluding the const centering and shuttering.	0.43	cum
24	Chapter B- 10 /10.80	Providing batta (gola) 75mm x 75mm in cement concrete (1:2:4) including finished with cement mortar 1:3 as per standard design.	22.68	RM
25	Chapter B- 10 /10.11.2	Providing brick kharanja in lime sand mortar 1:2 in square pattern over roof of ground floor :	23.56	sqm
		55mm to 60 mm thick average.		
26	Chapter B- 10 /10.21	Finishing with 25 mm thick cement plaster on roofs in cement sand mortar 1:4 mix including water proofing compound @ 2 % of cement used, with neat cement, finishing, curing etc. complete in all respect including making of 300 mm x 300 mm square.	23.56	sqm
27	Chapter B- 12 /12.9.3	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finished:  12 mm thick.	24.11	sqm
28	Chapter B- 12 /12.18	Add extra item No. 12.1 to 12.12 for plaster done over ceiling.	24.11	sqm
		As per item No. 27 @ 20%		

29	Chapter B- 12 /12.53.1	Finishing wall with water proofing cement paint of approved brand and manufacture and or required shade to give an even shade including all scaffolding:	105.27	sqm
		New work (Three or more coats).		
30	Chapter B- 11 /11.44	Random rubble dry stone Kharanja under floor.	2.94	cum
31	Chapter B-6 /6.16.4	Supplying and fixing machine cut and polished stone shelves, tands and sills in CM 1:3 with machine cut edges:	8.82	cum
		Kota stone 25 to 30 mm thick.	1	
32	Chapter S- 1(3) 1.1.3	P & F Squatting Pan (Indian type) white glazed vitreous China Ist quality W.C. Pan (IS:2556 Mark) with 100 mm vitreous china P or S trap including cutting and making good the wall and floor (excluding the pair of foot rest).	1	per pair
		Size 580 mm.		
33	Chapter S- 1(3) 1.39.1	P & F WVC Wash basin (Ist quality IS:2556 Mark) of approved make with C.I. brackets duly painted 1 No. 15 mm C.P. Pillar cock (IS:8934 Mark) & 32 mm C.P. brass waste coupling of approved make 25 mm G.I. waste pipe complete including cutting & making good the wall:	1	Nos
		Size 450 mm x 300 mm.	-	
34	Chapter S- 2(2) 2.26.3	P & F PVC Storage Tank (IS:12701 marked indicating the BIS license No.) of approved make with cover, 25 mm dia 1 M long G.I. overflow pipe & 25 Cm. long wash out pipe with plug & socket, including making connection etc. complete of approved design.	1	Nos
		500 litres capacity.	-	
35	Chapter S- 2(2) 2.26.5	P & F PVC Storage Tank (IS:12701 marked indicating the BIS license No.) of approved make with cover, 25 mm dia 1 M long G.I. overflow pipe & 25 Cm. long wash out pipe with plug & socket, including making connection etc. complete of approved design.	1	Nos
		1000 litres capacity.	1	
36	Chapter S- 3(2) 3.24.3	Construction of soakage well in all type of soil 300 mm thick dry masonry top and bottom 300 mm course in CM 1:6, 80 mm thick stone slab, jointing of slab in CM 1:3, Ralthal, Kharanja, 40 mm thick M-15 grade C.C. flooring, earth work complete as per approved drawing including disposal of earth within a lead of 50 mtr.:	1	Nos
		Size 240 Cm. dia outside & 240 Cm. depth.		

37	Chapter S- 3(2) 3.23.2	Construction of chamber in all type of soil with 300 mm thick masonry in Cm 1:6 m 100mm thick C.C. 1:5:10 in foundation, 20mm thick insider plaster in Cm 1:6, finished with floating neat cement, 50mm thick M-15 grade C.C. flooring, earthwork etc. complete as per design including disposal of surplus earth within a lead of 50 mtr.  -do- size 450 x 450mm upto depth of 0.5m & 15Kg Cl cover with frame	2	Nos
38	Chapter S-3(2) 3.29	Construction of septic tank in all type sof soil with 40cm thick masonry in CM 1:6 15cm thick CC bed of 1:5:10 M-15 grade CC flooring & over stone slab covering, 80mm thick slab jointing of slab in CM 1:3, Ralthal, Kharanja, 50mm thick stone partiton walls, 20mm thick plaster in CM 1:6 finished with neat floating cement, 4Nos C.I. foot rests of approved design, two No. 450mm dia 25Kg each C.I. cover with frame, earth work etc. complete as per approved drawing incl. disposal of surplus earth wtihin a lead of 50mtr.  Size 200x100x130cm (for 10users)	1	Nos
39	Chapter S- 2(2) 2.1.3(A)	P & F G.I. Pipes (Internal work) with G.I. fittings (IS:1239 Mark) & M.S. clamps including cutting and making good the walls and floors:  25 mm dia nominal bore.	1	Nos
40	Chapter S- 2(2) 2.1.1(A)	P & F G.I. Pipes (Internal work) with G.I. fittings (IS:1239 Mark) & M.S. clamps including cutting and making good the walls and floors:  15 mm dia nominal bore.	1	Nos
41	Chapter S- 2(2) 2.15.3	P & F Full-way valve (IS:778 Mark) or wheel valve of approved make:  Gun-metal 25 mm nominal bore.	2	Nos
42	Chapter S- 2(2) 2.15.1	P & F Full-way valve (IS:778 Mark) or wheel valve of approved make :  Gun-metal 15 mm nominal bore.	2	Nos
43	Chapter S- 2(2) 2.11.1	P & F Ball Cock (IS:1703 Mark) with Rod & P.V.C. Ball complete :  Brass wt. 400 gm, 15 mm.	2	Nos
44	Chapter S- 2(2) 2.14.8	P & F Flush Cock/Flush Valve (IS:9758 Mark) or WC of approved quality make:  C.P. brass Half-turn concealed 25 mm nominal bore.	1	Nos
45		Other items, if any, for requirement of work will also be in the scope of tenderer.		

## Annexure - VI,d

Details of Civil construction work of underground water tank at proposed new location for Weigh-Bridge No. 1 at Sanu Limestone Mines No. 1, Distt.Jaisalmer

## (Based on PWD BSR (Building) 2018 Items Jaisalmer Distt.

S.	BSR	Particulars	Qty	Unit
No.	Ref			
	Part-A	PWD BSR(Building)2018 Item		
1	1.9	Excavation work by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains not exceeding 1.5 m in width or 10 sum on plan including dressing of sides and ramming of bottoms lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed with a lead in a 50 meter including stacking of useful material if available.		
	1.9.1	Oridinary Rock	No.	L
		details of U/G tank	1	3.76
	1.9.1	Oridinary Rock	20.84	cum
2	3.2	Providing and laying in position cement concrete including curing compaction etc. of specified grade excluding the cost of centering and shuttering .All up to plinth level		
			No.	L
	3.2.7	1:4:8 (1Cement :4 Course Sand :8 Graded stone aggregate 40 mm nominal size	1.00	3.76
			3.68	cum
3	6.1	Random Rubble stone masonary for foundation and plinth in Cement Sand Mortar above 30 Cm. thick wall in :		
	6.1.6	Cement Mortar 1:5 (1-Cement:5-Sand).	No.	L
			2	3.76
			2	2.5
			9.99	cum
4	6.4	Extra for facing as per design and detailed specifications including additional cost of stones over item No. 6.1 & 6.2 for :		
	6.4.1	Course rubble facing First Sort.	No.	L
			2.00	3.76
			2.00	3.26
			9.83	sqm
5	6.4	Extra for facing as per design and detailed specifications including additional cost of stones over item No. 6.1 & 6.2 for :		

	6.4.2	Course rubble facing Second Sort.		
			No.	L
			2	3
			2	2.5
			23.10	sqm
6	10.1	Stone slab roofing on ground for with fine grained stone slab from approved quarry with 150 mm top lime terracing with Hemp, Methi, Lime, Sandla with Gur & Gugal (as per JODHPUR PRACTICE) including ralthal, filling of joints of parapet and slab on both sides in cement sand mortar 1:4 lime batta (gola) 75mmx75mm Sandla and ceiling plaster in CM 1:4 with wire and nails etc. complete as per specification for span.		
	10.1.1	Upto 2.00 metre.	No.	L
			1	3.76
			12.26	sqm
7	15.2	Providing and laying damp-proof course with cement concrete grade M-150 (1:2:4) mortar prepared with 1 % solution of water-proof compound) including two coats of hot blown bitumen (2 Kg. Per Sqm.) complete as per specification with glass strip 3 mm thick at a distance of 1 Meter interval:		
	15.2.4	100 mm thick.	No.	L
			1	3.76
			1	3
			16.90	sqm
8	12.10	Plaster on new surface on walls in cement sand mortar 1:8 including racking of joint etc. complete fine finished:		
	12.10.1	25 mm thick.	No.	L
			2	3
			2	2.5
			1	3
			1	3.76
			2	3.76
			2	3.26
			54.39	sqm
	Part-B	Non BSR Item		
9		Fibre cover (0.75mx0.75mx25mm)		
10		Other items, if any, for requirement of work will also be in the scope of		
		tenderer.		

#### **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
Distinctar	$\mathbf{o}_{\mathbf{I}}$	condition	VVICII	omittua	Ottaile

Date: Place:

Note- Tenderers are requested to tick their status i.e. Manufacturer/ Distributor/Authorised dealer and attach supporting documents towards their status.

{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.	Name & Address	Order No. &	Brief Description of the	Nos. of
No	of the Purchaser	Date	Weighbridge	Weighbridge
				supplied
01				
02				
03				
04				
04				
05				
06				
00				
07				

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

Signature	with	Office	Seal.

Data	
Date:	

Place:

## e\_TENDER NO. RSMM\_CO\_MM\_NIT\_10\_2019-20 Dated 18.07.2019 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) Dated B.G. No. This Deed of Guarantee made between \_\_\_\_\_ 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 \_\_\_\_\_ 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\_10\_2019-20 Dated 18.07.2019 (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. \_ (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). (bank) do hereby undertake without any reference to the Tenderer (ii) We, 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) \_ (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.

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 insolvency of the Tenderer nor shall it be affected by any winding up or dissolution or 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. The guarantee will not be discharged or affected if the Company holds/obtain any other Bid (vi) Security Deposit /guarantee / promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees. (vii) \_\_ (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

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.

For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the

Signature of tenderer with official stamp

Date: Place:

state of Rajasthan along shall have jurisdiction

the Bank.

(ix)

#### e\_TENDER NO. RSMM CO MM NIT 10 2019-20 Dated 18.07.2019

## PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except SBI) | lhaving 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 ha	aving 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 co	ntext so
required include its successors and assignees (hereinafter called the Suret	
AND Rajasthan State Mines and Minerals Limited, a company incorporate registered under Indian companies Act, 1956, having its registered office at Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, and wherever its context so required includes its successors and a (hereinafter called 'the company').	C-89/90 Udaipur
Whereas the Company having agreed to exempt M/s.	a
company/partnership firm (address of registered/H.O.) wl	nere ever
the context so require includes its successors and assignees (hereinafter ca	alled 'the
Contractor/supplier/RC holder') from the demand under the terms and cond	litions of
Letter of Acceptance/ Purchase Order/ Rate Contract no issued in favour of the Contractor/supplier/RC holder, he	ereinafter
called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contrac	t' 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.
1.	We, (Bank) do hereby undertake to pay to the company as amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2.	We,
3.	We,

liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office Udaipur office or branch (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee. 5. \_\_\_\_\_(bank) further agree that the company shall have the We,

- 6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the 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.

7.	The guarantee will not be discharged or affected if the Company holds/obtain
	any other security/guarantee/promissory note from any person and/or the
	contractor/supplier/RC holder and this guarantee shall be in addition to any such
	guarantees.
8.	We,(Bank) lastly undertake not to revoke this guarantee
	during this currency except with the previous consent of the company in writing.
9.	The bank has power to issue this guarantee in favour of the Company and the
	undersigned has full powers to do so under power of Attorney dated
	granted to him by the bank.
10	For the number of enforcing legal rights in respect of this guerantee only Udeinu
10	. For the purpose of enforcing legal rights in respect of this guarantee only Udaipu courts in the state of Rajasthan alone shall have jurisdiction, exclusively.
	courts in the state of Rajastnan alone shan have jurisdiction, exclusively.
	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 o
	2019.

## 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 rela	tion to my/our Bid submitted tofor procurement
of	in response to their Notice Inviting Bids
No	dated
Rajast	han 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 processional 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.

(See rule 83)

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

1.	Particulars of appella (i) Name of the appel		11 3,
	(ii) Official address,		
	(iii)Residential addre	•	
2.	Name and address o		
۷.	(i)	t the respondentiss.	
	(ii)		
	(iii)		
3.	Number and date	e of the order	
	appealed against a		
	designation of the who passed the		
	copy), or a stateme	•	
	action or omission of	the Procuring	
	Entity in contrav		
	provisions of the A appellant is aggrieve		
1.	If the Appellant		
	represented by a rep		
	name and postal add representative:	lress of the	
5.	Number of affidavits	and documents	
	enclosed with the	appeal:	
<b>).</b>	Ground	of	appea
			(Support
ed b	y an affidavit)		
7.			
	Prayer:		
•••••			
Place	e:		
Date	<u>.</u> .	Apr	pellant's signature :
Dun			

#### **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.

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

	eneral Manager			
DIC, D	Pistrict			
2. Perr	ne of Applicant with Ponanent Address:	ost:		
	tact Details:			
	phone No.: oile No.:			
c. Fax				
	ail Address:			
	ne of micro & small en	terprise:		
	ce Address:	p		
	ress of Work Place:			
7. No.	& Date of Entreprener	ars Memorandum-II/Udyog A	adhaar Memorandum:	
	se photo copy):	, , ,		
8. Prod	ducts which Entreprer	neurs Memorandum-II/Udyog	, Aadhaar Memorandum	
availed	1:			
	<del>-</del>	sent being produced by the e	<del>-</del>	
		hase preference has been app		
		er Capacity Assessment Cert	ificate (enclose photocopy of	
	Capacity Assessment	,		
Serial	Product	Product Production Capacity		
No.		Quantity	Value	
1				
2				
3				
4				
12. Lis	st of Plant & Machiner	y installed:		
Serial	Name of Plant &	Quantity	Value	
No.	Machinery			
1				
2				
3				
4				
13 Lis	st of Testing Equipmer	nts installed:		
Serial	Name of Testing	Quantity	Value	
No.	Equipments	- Quantity		
1				
2				
1				

14. Benefits availed in last financial year and current financial year: a. Benefits depositing Bid Security and Performance Security:

Last Financial		Current Financial Year		
Department	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

b. Betails of Supply officerved.						
Last Financial Year			Current Financial Year			
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date	
	Signature (Name of the applicant along with seal of post)
Office of the District Industries Centre	
CERTIF	ICATE
File No	
Date	
It is certified that M/s	was inspected by
	_ and the facts mentioned by the
enterprise are correct as per the record show eligible for Purchase Preference under this i	
The certificate is valid for one year from the	date of its issue.
Office Seal Signature	
	(Full Name of the Officer)
	General Manager
	District Industries Centre
	Rubber Seal/Stamp

Enclosure-

- (1) Application
- (2)
- (3)

Form B

## Format of Affidavit

I
(a) My/Our above noted enterprise M/s has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center
Name of Item (i) (ii) (iii) (iii) (iv) (v)
(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.
Place

Signature of Proprietor/ Director Authorized Signatory with Rubber Stamp and date